

THE CONTINENTAL RETIREMENT PLAN

(As Amended and Restated Effective December 28, 2012)

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**THE CONTINENTAL RETIREMENT PLAN
(Amended and Restated as of December 28, 2012)**

THIS AGREEMENT by Continental Airlines, Inc., a Delaware corporation (the “Sponsor”),

WITNESSETH:

WHEREAS, the Sponsor previously adopted the plan known as “The Continental Retirement Plan” (the “Plan”); and

WHEREAS, the Sponsor reserved the right to amend the Plan from time to time; and

WHEREAS, it has been determined that the Plan should be completely amended and restated to reflect the terms of the Plan as currently in effect and to comply with the requirements of the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974, and all other applicable laws, as currently in effect; and

WHEREAS, it is intended that the amended and restated Plan be effective as of December 28, 2012, applicable only to Employees who, on or after December 28, 2012, have at least one Hour of Service (as defined below) for the performance of duties with the Sponsor or other Employer that has adopted the Plan, and that the Plan as in effect prior to December 28, 2012, continue to apply to other Employees;

NOW, THEREFORE, the Sponsor hereby adopts the plan hereinafter set forth as a complete amendment and restatement of the Plan.

**ARTICLE I
DEFINITIONS**

The terms defined in this Article shall have the meanings attributed to them unless the context obviously requires another meaning:

1.1 Accrual Computation Period. “Accrual Computation Period” shall mean the periods described in Section 2.19 for determining an Employee’s right to credit for a Year of Credited Service.

1.2 Accrued Benefit. “Accrued Benefit” shall mean as of any date, the Normal Retirement Pension of a Participant calculated on the basis of his or her Years of Credited Service, Final Average Compensation, and Average Social Security Wage Base as of such date.

Notwithstanding the preceding provisions of this Section, the Accrued Benefit of a Participant who is included in a Fresh-Start Group shall be the greater of (a) the Participant’s Frozen Accrued Benefit, or (b) the amount determined under the preceding provisions of this Section if the annual benefit commencing at Normal Retirement Age is determined without regard to Section 4.3, and if the Participant’s total Years of Credited Service (before and after the Fresh-Start Date) taken into account under Section 4.2 are taken into account.

Notwithstanding the preceding provisions of this Section, a Participant's Accrued Benefit shall be the amount determined as of the day immediately preceding the day on which any amendment to the Plan is adopted or effective, whichever occurs later, if such determination results in a larger Accrued Benefit than the preceding provisions of this Section. Such determination shall be made under the Plan without regard to such amendment.

The Accrued Benefit as of April 30, 2005 of active Participants and Participants who terminated covered employment prior to April 30, 2005 and who are, or were, classified as pilots (line and management) or as flight instructors, including the Accrued Benefits of alternate payees under qualified domestic relations orders related thereto, but excluding Accrued Benefits attributable to the Texas International Airlines, Inc. Fixed Pension Plan for Pilots, shall be transferred to the Continental Pilots' Retirement Plan, effective as of April 30, 2005.

With respect to Participants after April 30, 2005, who were classified as a pilot (line or management) or as a flight instructor as of April 30, 2005, the Accrued Benefits of such Participants shall be determined based upon such Participants' service in both a pilot and non-pilot and a flight instructor and non-flight instructor capacity (with non-pilot and non-flight instructor service and compensation continuing through retirement, but with pilot and flight instructor service and compensation frozen as of May 31, 2005), reduced by the benefit of such Participants under the Continental Pilots' Retirement Plan.

1.3 Actuarially Equivalent. "Actuarially Equivalent" shall mean equality in value of the aggregate amounts expected to be received under different forms of payment based upon the same mortality and interest rate assumptions. The mortality and interest rate assumptions used in computing benefits and optional forms shall be:

Interest:	Pre-retirement - 8.5 percent per annum, compounded annually Post-retirement - 8.5 percent per annum, compounded annually
Mortality:	Pre-retirement - UP-1984 Mortality Table Post-retirement - UP-1984 Mortality Table

Notwithstanding the preceding provisions of this Section, the Applicable Interest Rate and Applicable Mortality Table shall be used in calculating the amount of a single sum payment if they result in a greater benefit than the mortality table and interest assumptions specified above in this Section.

For purposes of this Section, the "Applicable Interest Rate" for the month determined under the following provisions of this Section is the adjusted first, second, and third segment rates applied under rules similar to the rules of Section 430(h)(2)(C) of the Code for the applicable month, if

(a) Section 430(h)(2)(D) of the Code were applied by substituting the average yields for the applicable month for the average yields for the 24-month period described in such section,

(b) Section 430(h)(2)(G)(i)(II) of the Code were applied by substituting "section 417(e)(3)(A)(ii)(II)" for "section 412(b)(5)(B)(ii)(II)", and

(c) the applicable percentage under Section 430(h)(2)(G) of the Code were determined as follows: 2008, 20%; 2009, 40%; 2010, 60%; and 2011, 80%.

For purposes of this Section, the “Applicable Mortality Table” is the mortality table prescribed by the Secretary of the Treasury based upon the table specified under subparagraph (A) of Section 430(h)(3) of the Code (without regard to subparagraphs (C) and (D) of such Section).

With respect to Benefit Commencement Dates occurring during the months of January through June, the Applicable Interest Rate shall be determined as of the immediately preceding August. With respect to Benefit Commencement Dates occurring during the months of July through December, the Applicable Interest Rate shall be determined as of the immediately preceding February.

Actuarially Equivalent single sum distribution amounts shall be calculated by applying the foregoing interest and mortality assumptions on a deferred to Normal Retirement Age basis to the benefit payable at the later of the Participant’s Normal Retirement Date or Benefit Commencement Date.

If an amendment first establishes or changes the time for determining the Applicable Interest Rate, any distribution in the period commencing with the effective date of the amendment and ending one year after the effective date of the amendment shall use the Applicable Interest Rate determined under the Plan, either before or after the amendment, that results in the larger Accrued Benefit.

If any of the actuarial assumptions specified in this Section are changed by an amendment to the Plan (other than one described in the immediately preceding paragraph), the actuarial equivalent of the Accrued Benefit on or after the date of the change shall be the greater of (a) the actuarial equivalent of the Accrued Benefit as of the date of change computed on the old basis or (b) the actuarial equivalent of the total Accrued Benefit computed on the new basis.

1.4 Actuary. “Actuary” shall mean the independent actuary or actuarial firm selected by the Employer to service this Plan and related Trust. All actuarial service required under ERISA and the regulations thereunder shall be performed only by an enrolled actuary.

1.5 Administrative Committee. “Administrative Committee” shall mean the committee appointed by the Sponsor pursuant to Section 12.1 to administer the Plan.

1.6 Adverse Benefit Determination. “Adverse Benefit Determination” means any of a denial, reduction or termination of or failure to provide or make payment (in whole or in part) for a Plan benefit, including any denial, reduction, termination or failure to provide or make payment that is based on a determination of a Claimant’s eligibility to participate in the Plan. Further, any invalidation of a claim for failure to comply with the claim submission procedure will be treated as an Adverse Benefit Determination.

1.7 Affiliated Employer. “Affiliated Employer” shall mean the Employer and any other business organization required to be aggregated with the Employer under Sections 414(b), 414(c), 414(m), or 414(o) of the Code. In determining whether a business organization is an

Affiliated Employer for purposes of Section 415 of the Code and any provisions of the Plan relating to Section 415 of the Code, the modification required under Section 415(h) of the Code shall be given effect in applying Sections 414(b) and 414(c) of the Code.

1.8 Aggregation Group. “Aggregation Group” shall mean (a) each plan of any Affiliated Employer in which a Key Employee is a participant and (b) each other plan of any Affiliated Employer which enables any plan described in clause (a) of this sentence to meet the requirements of either Section 401(a)(4) or 410 of the Code. Any Employer may treat a plan not required to be included in the Aggregation Group as being a part of the group if the group would continue to meet the requirements of Sections 401(a)(4) and 410 of the Code with that plan being taken into account.

1.9 Annual Compensation. “Annual Compensation” shall mean all wages, salaries, fees for professional services, and other amounts received during a Limitation Year (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with an Affiliated Employer to the extent that the amounts are includable in gross income for federal income tax purposes. “Annual Compensation” includes, but is not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Reg. §1.62-2(c)). In the case of an Employee who is an employee within the meaning of Section 401(c)(1) of the Code and the regulations thereunder, “Annual Compensation” includes such Employee’s earned income. “Annual Compensation” also includes amounts includable in income that are described in Sections 104(a)(3), 105(a), and 105(h) of the Code; amounts paid or reimbursed by an Affiliated Employer for moving expenses to the extent that at the time of payment it is reasonable to believe that such amounts are not deductible by the Employee under Section 217 of the Code; the value of a nonqualified stock option to the extent the value of the option is includable in income in the year of grant; the amount includable in income upon making an election under Section 83(b) of the Code, and effective as of January 1, 2008, amounts that are includable in the gross income of an Employee under the rules of Section 409A or Section 457(f)(1)(A) of the Code or because the amounts are constructively received by the Employee. “Annual Compensation” also includes elective contributions under Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Code. “Annual Compensation” includes foreign earned income (as defined in Section 911(b) of the Code), whether or not excludable from gross income under Section 911 of the Code. “Annual Compensation” shall be determined without regard to the exclusions from gross income in Sections 931 and 933 of the Code. “Annual Compensation” excludes the following:

(a) contributions (other than elective contributions described in Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b) of the Code) made by the Employer to a plan of deferred compensation (including a simplified employee pension described in Section 408(k) of the Code or a simple retirement account described in Section 408(p) of the Code, and whether or not qualified) to the extent that, before the application of the limitation of Section 415 of the Code to that plan, the contributions are not included in the Employee’s gross income for the taxable year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified);

(b) amounts realized from the exercise of a nonqualified stock option and the value of restricted stock or property held by the Employee when it becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

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

(d) other amounts that receive special tax benefits, such as premiums for group term life insurance (to the extent premiums are excludable from income) and contributions (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Section 403(b) of the Code (whether or not the contributions are actually excludable from the gross income of the Employee).

Notwithstanding the preceding provisions of this Section, amounts in excess of the Section 401(a)(17) Limitation for the Limitation Year or Plan Year with respect to which Annual Compensation is being determined shall be disregarded.

Further notwithstanding the provisions of this Section, the Annual Compensation of a Participant shall not include any amounts earned or paid for service or employment with ExpressJet from and after the date of consummation of the initial public offering of common stock of ExpressJet Holdings, Inc. (April 23, 2002) other than with respect to those Participants who are being credited from and after such date with service pursuant to Section 2.25.

Finally notwithstanding the provisions of this Section, Annual Compensation shall exclude amounts paid to a Participant after severance from employment other than “regular pay” as described in Regulation § 1.415(c)-2(e)(3)(ii) that is paid by the later of two and one-half months after such severance or the end of the Limitation Year that includes the date of such severance and “leave cashouts and deferred compensation” as described in Regulation § 1.415(c)-2(e)(3)(iii) that is paid within two and one-half months after such severance that would have been considered compensation as herein described if it had been paid prior to such severance.

1.10 Average Social Security Wage Base. “Average Social Security Wage Base” shall mean the average of the taxable wage bases in effect under Section 230 of the Social Security Act for each calendar year during the 35-year period ending with the last day of the calendar year preceding the calendar year in which the Employee attains social security retirement age. In determining an Employee’s Average Social Security Wage Base for a Plan Year, the taxable wage base for all calendar years beginning after the first day of the Plan Year shall be assumed to be the same as the taxable wage base in effect as of the beginning of the Plan Year. An Employee’s Average Social Security Wage Base for a Plan Year beginning after the 35-year period applicable under this Section shall be the Employee’s Average Social Security Wage Base for the Plan Year during which the 35-year period ends. An Employee’s Average Social Security Wage Base for a Plan Year beginning before the 35-year period applicable under this Section shall be the taxable wage base in effect as of the beginning of the Plan Year. Each Participant’s Average Social Security Wage Base shall be adjusted for each Plan Year.

1.11 Beneficiary. “Beneficiary” shall mean any person(s), trust(s), or other entity(ies), including the Participant’s estate, entitled to receive any benefits payable hereunder upon the Participant’s death.

1.12 Benefit Commencement Date. “Benefit Commencement Date” shall mean the first day of the first period for which an amount is paid as an annuity or in any other form.

1.13 Benefits Administrator. “Benefits Administrator” means the person or office to whom the Plan Administrator has delegated day-to-day Plan administration responsibilities and who, pursuant to such delegation, processes claims for benefits under the Plan in the ordinary course.

1.14 Claimant. “Claimant” means Participant or Beneficiary or an authorized representative of such Participant or Beneficiary who has filed or desires to file a claim for a Plan benefit.

1.15 Code. “Code” shall mean the Internal Revenue Code of 1986, as amended.

1.16 Computation Period. “Computation Period” shall mean the Eligibility Computation Period, the Accrual Computation Period, and/or the Vesting Computation Period.

1.17 Considered Compensation. “Considered Compensation” shall mean the regular pay paid with respect to an Employee during employment by an Employer during a Plan Year (including that portion of regular pay represented by Employer contributions pursuant to a salary deferral election under Sections 125 or 401(k) of the Code and shift differential and gainsharing (as defined by the Sponsor’s payroll policy in effect on December 28, 1988), but excluding bonuses, commissions, taxable income derived from group term life insurance, overtime pay, severance pay, reimbursements or allowances or advances for expenses (including per diem expenses, relocation expenses and increased cost of living allowances), Employer contributions to or benefits under the Continental Airlines, Inc. Flexible Benefits Program or any other welfare plan, contributions to or benefits under any profit sharing plan including the Continental Airlines, Inc. Profit Sharing Plan (whether distributed currently or contributed to the plan), contributions to or benefits under the Continental Airlines, Inc. Variable Pension Plan II and any form of non-cash or incentive compensation. For purposes of determining a Participant’s Considered Compensation, any amounts earned or paid for service or employment with Continental Express, Inc. with respect to those Participants who are being credited with service pursuant to Section 2.25 shall be deemed to be paid with respect to an Employee during employment by an Employer.

For the Plan Year ending December 27, 1992, Considered Compensation shall mean 104 percent of the amount determined under the preceding paragraph of this Section. For the Plan Year ending December 27, 1993, Considered Compensation shall mean 105 percent of the amount determined under the preceding paragraph of this Section. For the Plan Year ending December 27, 1994, Considered Compensation shall mean 101 percent of the amount determined under the preceding paragraph of this Section.

Effective for amounts paid after December 31, 1998, Considered Compensation shall include overtime pay paid to all Employees.

The determination of Considered Compensation will be in accordance with records maintained by the Employer and shall be conclusive.

Notwithstanding the preceding provisions of this Section, amounts in excess of the Section 401(a)(17) Limitation for the Plan Year with respect to which Considered Compensation is being determined shall be disregarded.

Further notwithstanding the provisions of this Section, the Considered Compensation of a Participant shall not include any amounts earned or paid for service or employment with ExpressJet from and after the date of consummation of the initial public offering of common stock of ExpressJet Holdings, Inc. (April 23, 2002) other than with respect to those Participants who are being credited from and after such date with service pursuant to Section 2.25.

1.18 *Deferred Retirement Date.* “Deferred Retirement Date” shall mean the earlier of (a) the first day of the month coincident with or next following the day on which occurs the Participant’s Separation after his or her Normal Retirement Date or (b) the Participant’s Required Beginning Date.

1.19 *Deferred Retirement Pension.* “Deferred Retirement Pension” shall mean the pension described in Section 4.5.

1.20 *Deferred Vested Pension.* “Deferred Vested Pension” shall mean the pension to which a Participant becomes entitled upon Separation for any reason other than death or Disability prior to the occurrence of either his or her Early Retirement Date or his or her attainment of Normal Retirement Age, as described in Section 5.2.

1.21 *Determination Date.* “Determination Date” shall mean, for a given Plan Year, the last day of the preceding Plan Year or, in the case of the first Plan Year, the last day of that Plan Year.

1.22 *Disability.* “Disability” shall mean in the case of an illness or injury sustained by a Participant prior to attainment of age 55, his or her total and presumably permanent inability to perform the duties of any occupation or employment due to such illness or injury. In the case of an illness or injury sustained by a Participant on or after attaining age 55, “Disability” shall mean his or her total and presumably permanent inability to perform the duties of his or her actual or any comparable occupation or employment due to such illness or injury. Notwithstanding the foregoing, a Participant shall not be considered to have incurred a Disability on account of a self-inflicted illness or injury or a condition with no objective medical finding (such as fear-of-flying syndrome).

1.23 *Disability Pension.* “Disability Pension” shall mean the pension to which a Participant becomes entitled upon Separation on account of Disability, as described in ARTICLE VI.

1.24 *Disqualifying Employment.* “Disqualifying Employment” shall mean, with respect to any calendar month ending prior to the Participant’s attainment of Normal Retirement Age, any employment that results in the Participant’s entitlement to credit for at least one Hour of Service for such calendar month. “Disqualifying Employment” shall mean, with respect to

any calendar month beginning on or after the Participant's attainment of Normal Retirement Age, any employment that results in the Participant's entitlement to credit for (a) at least forty Hours of Service for such calendar month; or (b) at least one Hour of Service performed on each of eight or more days (or separate work shifts) in such month, if the Plan has not for any purpose determined or used the actual number of Hours of Service which would be required to be credited to the Participant under Section 2.7. For purposes of the immediately preceding sentence, the Affiliated Employers with respect to which Hours of Service shall be credited shall be those, and only those, that were Affiliated Employers at the time that the payment of benefits commenced, or would have commenced if the Participant had not remained in or returned to employment.

1.25 Domestic Partner. "Domestic Partner" shall mean a person who has an intimate, committed relationship of mutual caring with a Participant who is not legally married to another person, which relationship is intended to be permanent, and who meets each of the following criteria:

- (a) has resided at the same residence and household as the Participant for at least six (6) consecutive months while in such a committed relationship;
- (b) is at least eighteen (18) years of age and not legally married to another person;
- (c) is mutually responsible with the Participant for each other's welfare and obligations;
- (d) is not related by blood or adoption to the Participant;
- (e) is the sole domestic partner with the Participant, and has been so for a least six (6) consecutive months;
- (f) is of the same gender as the Participant;
- (g) has provided the Sponsor with either a notarized affidavit affirming his or her qualification as a domestic partner pursuant to this definition or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration; and
- (h) has been designated as such Participant's Beneficiary in the manner prescribed by the Administrative Committee.

Notwithstanding the foregoing, the requirements of paragraphs (a) through (g) above shall not apply in the case of a person who (i) resides with the Participant in a state that recognizes the legal status of a civil union or same-sex marriage, (ii) has been joined with the Participant in a civil union or a same-sex marriage in accordance with the laws of such state, and (iii) has provided the Sponsor with a copy of the civil union certificate or same-sex marriage license from the appropriate governmental body under applicable state law.

1.26 Domestic Partner Joint and Survivor Annuity. “Domestic Partner Joint and Survivor Annuity” shall mean an annuity that is payable for the life of the Participant, with a survivor annuity for the life of the Participant’s Surviving Domestic Partner that is 50 percent of the amount of the annuity that is payable during the joint lives of the Participant and his or her Surviving Domestic Partner, and is Actuarially Equivalent to the Normal Form of the Normal Retirement Pension.

1.27 Domestic Partner Preretirement Survivor Annuity. “Domestic Partner Preretirement Survivor Annuity” shall mean an immediate annuity payable to the Participant’s Surviving Domestic Partner for the life of such Surviving Domestic Partner, under which the payments to such Surviving Domestic Partner are equal to the amounts that would have been payable as a survivor annuity under a Domestic Partner Joint and Survivor Annuity. In determining the amount that would have been payable under a Domestic Partner Joint and Survivor Annuity, if a Participant dies after the date on which he or she attained his or her Earliest Retirement Age he or she shall be deemed to have retired with an immediate Domestic Partner Joint and Survivor Annuity on the day before he or she died. If a Participant dies on or before the date on which he or she would have attained his or her Earliest Retirement Age, he or she shall be deemed to have incurred a Separation on the earlier of his or her date of actual Separation or the day he or she died, survived to his or her Earliest Retirement Age, retired with an immediate Domestic Partner Joint and Survivor Annuity at the Earliest Retirement Age, and died on the day after the day on which he or she would have attained his or her Earliest Retirement Age. For purposes of this Section, a Participant who has incurred a Separation while suffering from a Disability shall be deemed to have accumulated Credited Service for the period commencing on the date of his or her Separation and ending on the date of his or her death.

1.28 Earliest Retirement Age. “Earliest Retirement Age” shall mean the Participant’s age on the earlier of his or her attainment of Early Retirement Age or Normal Retirement Age.

1.29 Early Retirement Age. “Early Retirement Age” shall mean the Participant’s age on the earlier of:

(a) the first date on which he or she has both attained the age of 55 years and completed 10 Years of Vesting Service; or

(b) the first date on which he or she has both attained the age of 50 years and completed 20 Years of Vesting Service.

1.30 Early Retirement Date. “Early Retirement Date” shall mean the first day of the month coincident with or next following the Participant’s Separation (a) after his or her attainment of Early Retirement Age, (b) prior to his or her Normal Retirement Date, and (c) without having incurred a Disability.

1.31 Early Retirement Pension. “Early Retirement Pension” shall mean the pension described in Section 4.4.

1.32 Eligibility Computation Period. “Eligibility Computation Period” shall mean the periods described in Sections 2.16 and 2.17 for determining an Employee’s right to credit for a Year of Eligibility Service.

1.33 Eligible Class. “Eligible Class” shall mean all Employees who are classified as common-law employees of the Employer in the Employer’s records and who receive a payroll check through payroll and not a check through accounts payable, without regard to any reclassification resulting from any controversy concerning the employment status of the Employee, other than (a) individuals employed in a job category identified on the Employer’s payroll system as part of the Chelsea Catering Division of Continental Airlines, Inc.; (b) Employees included in a unit of employees covered by a collective bargaining agreement between the Employer and the employee representatives (not including any organizations more than half of whose members are owners, officers or executives of the Employer) in the negotiation of which retirement benefits were the subject of good faith bargaining, unless such bargaining agreement provides for participation in the Plan; (c) individuals providing consulting services pursuant to a contract or other arrangement with an Employer; (d) Leased Employees; (e) non-resident aliens; and (f) United States expatriates who are not paid through the Sponsor’s U.S. payroll system. Notwithstanding the foregoing, effective as of April 30, 2005, active Employees classified as pilots (line and management) or as flight instructors shall no longer be members of the Eligible Class. Notwithstanding the foregoing, individuals employed by ExpressJet (or any business organization that is an Affiliated Employer with respect to ExpressJet) from and after April 23, 2002 who are not being credited with service on April 23, 2002 pursuant to Section 2.25 shall not be members of the Eligible Class.

1.34 Eligible Retirement Plan. “Eligible Retirement Plan” shall mean (a) an individual retirement account described in Section 408(a) of the Code, (b) an individual retirement annuity described in Section 408(b) (other than an endowment contract), (c) an employees’ trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code, provided that it is a defined contribution plan that permits the acceptance of rollover contributions, and (d) an annuity plan described in Section 403(a) of the Code. Effective January 1, 2002, “Eligible Retirement Plan” shall also mean (a) an annuity contract described in Section 403(b) of the Code and an (b) eligible plan under Section 457(b) of the 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 which agrees to separately account for amounts transferred into such plan from this Plan. Further, an individual retirement plan which has been established for the purpose of receiving a distribution with respect to a deceased participant shall be an Eligible Retirement Plan with respect to a distributee who is a designated beneficiary, as described in Section 401(a)(9)(E) of the Code, of the deceased Participant and who is not a Surviving Spouse of the deceased Participant. Effective as of January 1, 2008, an “Eligible Retirement Plan” shall also mean a Roth IRA as provided in Section 408A(e) of the Code; provided, however, that a rollover to a Roth IRA (other than a qualified rollover contribution from a Roth IRA or a designated Roth account) will be limited to Participants whose adjusted gross income is equal to or less than \$100,000 and who are not married individuals filing a separate return in calendar years beginning January 1, 2008 and January 1, 2009.

1.35 Eligible Rollover Distribution. “Eligible Rollover Distribution” shall mean any distribution to a Participant of all or any portion of the Participant’s interest in the Plan; except that such term shall not include (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made (i) for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant’s

designated beneficiary, or (ii) for a specified period of ten years or more, (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code, and (c) any hardship distribution. A distribution made prior to January 1, 2002 shall not be deemed a hardship distribution for purposes of clause (c) of the immediately preceding sentence unless such distribution is described in Section 401(k)(2)(B)(i)(IV) of the Code. Effective January 1, 2002, Employee Contributions may be part of the Eligible Rollover Distribution provided the Eligible Retirement Plan separately accounts for such contributions.

1.36 Employee. “Employee” shall mean an individual who is (a) a common law employee of an Affiliated Employer, including officers and directors who are common-law employees, or (b) a Leased Employee with respect to an Affiliated Employer.

1.37 Employer. “Employer” shall mean the Sponsor and any other business organization that has adopted this Plan.

1.38 Employment Commencement Date. “Employment Commencement Date” shall mean the date on which an Employee is first paid or entitled to payment for the performance of duties for an Affiliated Employer.

1.39 Equitable Share. “Equitable Share” shall mean that portion of the Fund that is equal to the present value of the Accrued Benefit, to the extent funded, of all Participants employed by a withdrawing or terminating Employer, or any designated group of its Employees, as determined by the Actuary.

1.40 ERISA. “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.41 ExpressJet. “ExpressJet” shall mean ExpressJet Holdings, Inc., XJT Holdings, Inc. (formerly ExpressJet Airlines, Inc.), ExpressJet Airlines, Inc. (formerly New ExpressJet Airlines, Inc. and successor employer to Continental Express, Inc.). From and after the date of consummation of the initial public offering of the common stock of ExpressJet Holdings, Inc. (April 23, 2002), references in the Plan to “ExpressJet” shall be substituted for references to “Continental Express, Inc.” unless it is inappropriate (as determined by the Administrative Committee in its sole discretion) for such substitution to occur.

1.42 Final Average Compensation. “Final Average Compensation” shall mean the larger of:

(a) the highest average of the Participant’s annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) full and complete calendar years of active paid Employment of at least 48 weeks during the ten calendar years after January 1, 1984 and immediately preceding the Participant’s termination of Employment or Disability, whichever is applicable; or

(b) the highest average of the Participant’s annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) calendar years of active paid Employment during the ten calendar years

after January 1, 1984 and immediately preceding the Participant's termination of Employment or Disability, whichever is applicable.

For purposes of clause (a) of the first sentence of this Section, a Participant's annual Considered Compensation (without annualization) during his or her last year of active paid employment with the Employer if less than 48 weeks may be treated as his or her annual Considered Compensation for a full and complete calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation. Notwithstanding any other provision of this Section, if a Participant has no years of full-time active paid employment with the Employer of at least 48 weeks, the Participant's Considered Compensation shall be annualized for any year ending after January 31, 1999, that is included in the period that is (or would have been) taken into account under the first sentence of this Section. Effective January 1, 2002, (a) any calendar year during which the Participant is absent from active employment due to an unpaid leave of absence for a period in excess of four weeks shall be disregarded in determining the ten calendar years after January 1, 1984 and immediately preceding the Participant's termination of Employment or Disability; and (b) a Participant's annual Considered Compensation (without annualization) during any calendar year described in clause (a) of this sentence may be treated as his or her annual Considered Compensation for a full and complete calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation.

1.43 Five Percent Owner. "Five Percent Owner" shall mean an Employee who is a 5-percent owner as defined in Section 416(i) of the Code.

1.44 Fresh-Start Compensation. "Fresh-Start Compensation" shall mean compensation determined under the compensation definition and formula of the Plan as in effect on the Fresh-Start Date, without regard to any amendment to the Plan adopted after that date, other than amendments recognized as effective as of or before that date under Section 401(b) of the Code or Regulation §1.401(a)(4)-11(g). Notwithstanding the preceding sentence, the Section 401(a)(17) Limitation shall be given effect in determining Fresh-Start Compensation for the current Plan Year for members of the Section 401(a)(17) Fresh-Start Group and the OBRA '93 Fresh-Start Group.

1.45 Fresh-Start Date. "Fresh-Start Date" shall mean the date designated as such in Section 1.46 with respect to each Fresh-Start Group.

1.46 Fresh-Start Group. "Fresh-Start Group" shall mean each group of Participants specified in this Section. The Section 401(a)(17) Fresh-Start Group shall consist of all Section 401(a)(17) Employees. The Fresh-Start Date applicable to such group shall be the Section 401(a)(17) Fresh-Start Date. The OBRA '93 Fresh-Start Group shall consist of all OBRA '93 Employees. The Fresh-Start Date applicable to such group shall be the OBRA '93 Fresh-Start Date. Notwithstanding the preceding provisions of this Section, in order to be a member of a Fresh-Start Group, an individual must have accrued benefits as of the applicable Fresh-Start Date and must have at least one Hour of Service after that date.

1.47 Frozen Accrued Benefit. "Frozen Accrued Benefit" shall mean the amount determined under this Section with respect to a Participant included in a Fresh-Start Group. The

Participant's accrued benefit under the Plan shall be determined as if the Participant terminated employment with the Employer as of the Fresh-Start Date (or the date the Participant actually terminated employment with the Employer, if earlier), and without regard to any amendment to the Plan adopted after that date, other than amendments recognized as effective as of or before that date under Section 401(b) of the Code or Regulation §1.401(a)(4)-11(g). If the amount so determined for a Participant includes Top-Heavy minimum benefits, that amount shall be increased to the extent necessary to comply with the average compensation requirement of Section 416(c)(1)(D)(i) of the Code.

1.48 Frozen Plan. "Frozen Plan" shall mean the Continental Airlines, Inc. Pension Plan for Employees Represented by the International Association of Machinists; the Texas International Airlines, Inc. Fixed Pension Plan for Pilots; the Texas International Airlines, Inc. Pension Plan for Flight Attendants; the Texas International Airlines, Inc. Fixed Pension Plan for Maintenance and Related Employees; and/or the Texas International Airlines, Inc. Fixed Pension Plan for Station and Related Employees.

1.49 Highly Compensated Employee. "Highly Compensated Employee" shall mean a highly compensated employee within the meaning of Section 414(q) of the Code, including an Employee who (a) during the Plan Year or the preceding Plan Year, was at any time a Five Percent Owner, or (b) during the preceding Plan Year received Annual Compensation in excess of the amount in effect under Section 414(q)(1)(B) of the Code for the Plan Year.

A former Employee shall be treated as a Highly Compensated Employee if such former Employee separated from service (or was deemed to have separated) prior to the determination year, performs no service for the Employer during the determination year, and was a Highly Compensated Employee for either the separation year or any determination year ending on or after the Employee's 55th birthday.

The determination of who is a Highly Compensated Employee, including the determination of the compensation that is considered, shall be made in accordance with Section 414(q) of the Code and the regulations thereunder.

1.50 Hour of Service. "Hour of Service" shall mean an hour for which an Employee is entitled to credit under Section 2.8.

1.51 Investment Committee. "Investment Committee" shall mean the committee appointed by the Sponsor pursuant to Section 13.1 to monitor the investment of the assets of the Plan.

1.52 Key Employee. Effective with respect to Plan Years beginning prior to January 1, 2002, "Key Employee" shall mean an individual who at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years is (a) an officer of any Affiliated Employer whose Annual Compensation is greater than 50 percent of the amount in effect under Section 415(b)(1)(A) of the Code for the Plan Year, (b) one of the Employees having Annual Compensation greater than the limitation in effect under Section 415(c)(1)(A) of the Code for the Plan Year and owning (or considered as owning within the meaning of Section 318 of the Code) one of the 10 largest interests in any Affiliated Employer, treated separately, (c) a

Five Percent Owner of any Affiliated Employer, treated separately, or (d) a 1-percent owner of any Affiliated Employer, treated separately, having Annual Compensation of more than \$150,000.00. No more than 50 employees or, if lesser, the greater of three employees or 10 percent of the employees, shall be treated as officers. The rules of Section 416(i) of the Code shall be applied in determining percentage of ownership. If two or more employees have the same interest in an Affiliated Employer, the employee with the greater Annual Compensation from the Affiliated Employer shall be treated as having the larger interest. For purposes of determining the number of officers taken into account under clause (a), Employees described in Section 414(q)(5) of the Code shall be excluded.

Effective with respect to Plan Years beginning after December 31, 2001, “Key Employee” shall mean an individual who at any time during the Plan Year containing the Determination Date is (a) an officer of any Affiliated Employer whose Annual Compensation is greater than \$130,000 (as adjusted under Section 416(i)(1)(A) of the Code), (b) a Five Percent Owner of any Affiliated Employer, treated separately, or (c) a 1-percent owner of any Affiliated Employer, treated separately, having Annual Compensation of more than \$150,000. No more than 50 Employees or, if lesser, the greater of three Employees or 10 percent of the Employees, shall be treated as officers. The rules of Section 416(i) of the Code shall be applied in determining percentage of ownership. If two or more Employees have the same interest in an Affiliated Employer, the Employee with the greater Annual Compensation from the Affiliated Employer shall be treated as having the larger interest. Such term shall not include any officer or Employee of an entity referred to in Section 414(d) of the Code (relating to governmental plans). For purposes of determining the number of officers taken into account under clause (a), Employees described in Section 414(q)(5) of the Code shall be excluded.

1.53 Leased Employee. “Leased Employee” shall mean any person (a) who is not a common law employee of an Affiliated Employer, and (b) who (pursuant to an agreement between the Employer and any other person) has performed services for the Employer (or for the Employer and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient.

1.54 Leasing Organization. “Leasing Organization” shall mean the common law employer of a Leased Employee.

1.55 Life Only Annuity. “Life Only Annuity” shall mean an annuity for the life of the Participant with no further payments from the Plan on his or her behalf after his or her death.

1.56 Limitation Year. “Limitation Year” shall mean the calendar year. All qualified plans maintained by any Affiliated Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

1.57 Non-Key Employee. “Non-Key Employee” shall mean any Employee who is not a Key Employee.

1.58 Normal Form. “Normal Form” shall mean a monthly annuity for the life of the Participant with no period of payments guaranteed.

1.59 Normal Retirement Age. “Normal Retirement Age” shall mean the age of 65.

1.60 Normal Retirement Date. “Normal Retirement Date” shall mean the first day of the month coincident with or next following a Participant’s attainment of Normal Retirement Age. If the Employer enforces a mandatory retirement age, the Normal Retirement Age shall be the lesser of that mandatory age or the age specified above in Section 1.59.

1.61 Normal Retirement Pension. “Normal Retirement Pension” shall mean the pension described in Sections 4.2 and 4.3.

1.62 OBRA ‘93 Effective Date. “OBRA ‘93 Effective Date” shall mean the first day of the first Plan Year beginning after December 31, 1993.

1.63 OBRA ‘93 Employee. “OBRA ‘93 Employee” shall mean an Employee whose current Accrued Benefit as of a date on or after the OBRA ‘93 Effective Date is based on compensation for a year prior to the OBRA ‘93 Effective Date that exceeded the annual compensation limit for the first Plan Year beginning on or after the OBRA ‘93 Effective Date.

1.64 OBRA ‘93 Fresh-Start Date. “OBRA ‘93 Fresh-Start Date” shall mean the day immediately preceding the OBRA ‘93 Effective Date.

1.65 One Year Break in Service. “One Year Break in Service” shall mean a break in service described in Section 2.20.

1.66 Parental Absence. “Parental Absence” shall mean an absence from work that begins on or after the first day of the first Plan Year beginning after December 31, 1984 (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.67 Participant. “Participant” shall mean a person who qualifies as such under the provisions of ARTICLE III.

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

1.69 Plan. “Plan” shall mean all aspects of the program known as The Continental Retirement Plan, the purpose of which is to provide retirement, death, and other deferred benefits to Participants, Surviving Spouses, and other Beneficiaries. The Plan is comprised of the Plan Document and the Trust Agreement under which it is maintained; the assets of the Trust Fund used to fund benefits; and the rights, powers, duties, and obligations of the Affiliated Employers, the Trustee, the Participants, the Beneficiaries, and all other interested parties.

1.70 Plan Document. “Plan Document” shall mean this agreement, as amended from time to time.

1.71 Plan Year. “Plan Year” shall mean the 12-consecutive-month annual accounting period of the Plan, which shall end on December 27 of each calendar year.

1.72 Projected Annual Benefit. “Projected Annual Benefit” shall mean the annual retirement benefit (adjusted to an actuarially equivalent straight life annuity if such benefit is expressed in a form other than a straight life annuity or Qualified Joint and Survivor Annuity) to which the Participant would be entitled under the terms of the Plan, assuming (a) the Participant will continue employment until Normal Retirement Age under the Plan (or current age, if later), and (b) the Participant’s Annual Compensation for the current Limitation Year and all other relevant factors used to determine benefits under the Plan will remain constant for all future Limitation Years.

1.73 Qualified Domestic Relations Order. “Qualified Domestic Relations Order” shall mean any order determined by the Administrative Committee to be a qualified domestic relations order within the meaning of Section 414(p) of the Code.

1.74 Qualified Joint and Survivor Annuity. “Qualified Joint and Survivor Annuity” shall mean an annuity that is payable for the life of the Participant, with a survivor annuity for the life of the Participant’s spouse that is 50 percent of the amount of the annuity that is payable during the joint lives of the Participant and his or her spouse, and is Actuarially Equivalent to the Normal Form of the Normal Retirement Pension.

1.75 Qualified Military Service. “Qualified Military Service” shall mean any military service with respect to which the Employee has reemployment rights with the Affiliated Employers under applicable federal law.

1.76 Qualified Preretirement Survivor Annuity. “Qualified Preretirement Survivor Annuity” shall mean an immediate annuity payable to the Participant’s Surviving Spouse for the life of the Surviving Spouse, under which the payments to the Surviving Spouse are equal to the amounts that would have been payable as a survivor annuity under the Qualified Joint and Survivor Annuity. In determining the amount that would have been payable under the Qualified Joint and Survivor Annuity, if a Participant dies after the date on which he or she attained his or her Earliest Retirement Age he or she shall be deemed to have retired with an immediate Qualified Joint and Survivor Annuity on the day before he or she died. If a Participant dies on or before the date on which he or she would have attained his or her Earliest Retirement Age, he or she shall be deemed to have incurred a Separation on the earlier of his or her date of actual Separation or the day he or she died, survived to his or her Earliest Retirement Age, retired with an immediate Qualified Joint and Survivor Annuity at the Earliest Retirement Age, and died on the day after the day on which he or she would have attained his or her Earliest Retirement Age. For purposes of this Section, a Participant who has incurred a Separation while suffering from a Disability shall be deemed to have accumulated Credited Service for the period commencing on the date of his or her Separation and ending on the date of his or her death. If the Participant elects before the Benefit Commencement Date a form of joint and survivor annuity that satisfies the requirements for a Qualified Joint and Survivor Annuity and dies before the Benefit Commencement Date, the elected form is treated as the Qualified Joint and Survivor Annuity and the Qualified Preretirement Survivor Annuity shall be based on such form. A surviving former spouse of a Participant shall be treated as the Surviving Spouse as necessary to comply

with a Qualified Domestic Relations Order, and, to the same extent, any spouse of the Participant shall not be treated as a spouse of the Participant.

1.77 Qualified Title IV Plan. “Qualified Title IV Plan” shall mean a defined benefit pension plan that is qualified under Section 401(a) of the Code and that is covered by Section 4021(a) of ERISA.

1.78 Reemployment Commencement Date. “Reemployment Commencement Date” shall mean the date on which an Employee is first paid or entitled to payment for the performance of duties for an Affiliated Employer following a One Year Break in Service.

1.79 Regulation. “Regulation” shall mean the Internal Revenue Service regulation specified, as it may be changed from time to time.

1.80 Required Beginning Date. “Required Beginning Date” shall mean April 1 of the calendar year following the later of (a) the calendar year in which the individual attains age 70½, or (b) the calendar year in which occurs the individual’s Separation. Clause (b) of the immediately preceding sentence shall not apply in the case of an individual who is a Five Percent Owner with respect to the Plan Year ending in the calendar year in which such individual attains age 70½.

1.81 Section 401(a)(17) Effective Date. “Section 401(a)(17) Effective Date” shall mean the first day of the first Plan Year beginning after December 31, 1988.

1.82 Section 401(a)(17) Employee. “Section 401(a)(17) Employee” shall mean an Employee whose current Accrued Benefit as of a date on or after the Section 401(a)(17) Effective Date is based on compensation for a year prior to the Section 401(a)(17) Effective Date that exceeded the annual compensation limit for the first Plan Year beginning on or after the Section 401(a)(17) Effective Date.

1.83 Section 401(a)(17) Fresh-Start Date. “Section 401(a)(17) Fresh-Start Date” shall mean the last day of the last Plan Year beginning before the Section 401(a)(17) Effective Date.

1.84 Section 401(a)(17) Limitation. “Section 401(a)(17) Limitation” shall mean (a) with respect to any Plan Year beginning before the OBRA ‘93 Effective Date, \$150,000, and (b) with respect to any Plan Year beginning on or after the OBRA ‘93 Effective Date, \$150,000, adjusted as provided in Section 401(a)(17)(B) of the Code, as in effect after December 31, 1993. Notwithstanding the preceding provisions of this Section, for purposes of determining the terms of the Plan in effect on or after the Section 401(a)(17) Effective Date and prior to the OBRA ‘93 Effective Date, “Section 401(a)(17) Limitation” shall mean (a) with respect to any Plan Year beginning before the Section 401(a)(17) Effective Date, \$200,000, and (b) with respect to any Plan Year beginning on or after the Section 401(a)(17) Effective Date, \$200,000, adjusted in the manner provided in Section 401(a)(17) of the Code, as in effect prior to January 1, 1994. Notwithstanding the preceding provisions of this Section, for purposes of determining the terms of the Plan in effect prior to the Section 401(a)(17) Effective Date, “Section 401(a)(17) Limitation” shall mean (a) \$200,000 for purposes of Section 10.4, and (b) compensation as determined under the Plan without any dollar limitation for all other purposes of the Plan. The cost-of-living adjustment in effect for a calendar year shall apply to any period, not exceeding 12

months, over which Considered Compensation is determined (the “determination period”) beginning in such calendar year. With respect to each Participant, the determination periods shall be the 12-month period ending on the last day of the last month included in the period of highest average Considered Compensation taken into account in determining Final Average Compensation and the 12-month periods ending on the last day of the same month in all prior years. If the Plan determines Annual Compensation or Considered Compensation on a period of time that contains fewer than 12 calendar months, then the dollar limitation for the calendar year in which the compensation period begins shall be multiplied by the ratio obtained by dividing the number of full months in the period by 12.

1.85 Separation. “Separation” shall mean an individual’s termination of employment with an Affiliated Employer without commencing or continuing employment with any other Affiliated Employer.

1.86 Sponsor. “Sponsor” shall mean Continental Airlines, Inc., a Delaware corporation, or any other business organization that assumes the primary responsibility for maintaining this Plan with the consent of the last preceding Sponsor.

1.87 Substantial Owner. “Substantial Owner” shall mean an individual who is a substantial owner within the meaning of Section 4022(b)(5) of ERISA.

1.88 Surviving Domestic Partner. “Surviving Domestic Partner” shall mean the person who is the Domestic Partner of a Participant on the earlier of:

- (a) the date of the Participant’s death; or
- (b) the Participant’s Benefit Commencement Date.

1.89 Surviving Spouse. “Surviving Spouse” shall mean the person lawfully married to a Participant on the earlier of:

- (a) the date of the Participant’s death; or
- (b) the Participant’s Benefit Commencement Date.

1.90 Top-Heavy Plan. “Top-Heavy Plan” shall mean any plan that has been determined to be top-heavy under the test described in this Plan.

1.91 Trust Agreement. “Trust Agreement” shall mean that certain instrument executed on August 25, 2011 by the Sponsor and The Northern Trust Company, as amended from time to time hereafter.

1.92 Trust Fund. “Trust Fund” shall mean all of the assets (and related liabilities) held by the Trustee under the terms of the Trust Agreement to fund this Plan.

1.93 Trustee. “Trustee” shall mean collectively one or more persons or corporations with trust powers which have been appointed by the Sponsor and have accepted the duties of Trustee under the Trust Agreement and any and all successors appointed by the Sponsor.

1.94 Vesting Computation Period. “Vesting Computation Period” shall mean the period described in Section 2.18 for determining an Employee’s right to credit for a Year of Vesting Service.

1.95 Year of Credited Service. “Year of Credited Service” shall mean a Year of Service taken into account for accrual purposes, as determined under ARTICLE II.

1.96 Year of Eligibility Service. “Year of Eligibility Service” shall mean a Year of Service taken into account for eligibility purposes, as determined under ARTICLE II.

1.97 Year of Service. “Year of Service” shall mean a Year of Eligibility Service, a Year of Vesting Service, and/or a Year of Credited Service, as determined under ARTICLE II.

1.98 Year of Vesting Service. “Year of Vesting Service” shall mean a Year of Service as taken into account for vesting purposes, as determined under ARTICLE II.

ARTICLE II SERVICE

2.1 Years of Service Prior to February 1, 1999. An Employee shall be credited with one Year of Eligibility Service, one Year of Vesting Service, and one Year of Credited Service for each year of Eligibility Service, Vesting Service, and Credited Service, respectively, credited to the Employee as of January 31, 1999, under the terms of the Plan as in effect on that date. An Employee shall also be credited with additional Years of Credited Service for any additional years of Credited Service that would have been credited to the Employee as of January 31, 1999, under the immediately preceding sentence if (a) Periods of Service had not been disregarded in determining Credited Service solely because such service occurred prior to any date specified in paragraphs (a), (b), or (c) of the first sentence of Section 3.2.1.2 of the Plan as in effect on that date; and (b) service described in Section 2.2 below had been taken into account in determining an Employee's Period of Service.

2.2 Service Credit for Employment with Certain Business Organizations. Subject to the following provisions of this Section, for purposes of determining an Employee's number of Years of Service, an Employee's service with the following business organizations (and only the following business organizations) shall be treated as service with an Employer to the extent required by ERISA or the Code or otherwise provided by agreement of the Sponsor:

- (a) Continental Airlines, Inc.,
- (b) Continental Airlines Management Services, Inc.,
- (c) Cargo Development Group, Inc.,
- (d) Precision Remanufacturing Organization, Inc.,
- (e) New York Airlines, Inc.,
- (f) People Express, Inc.,
- (g) People Express Airlines, Inc.,
- (h) Texas Air Corporation,
- (i) Texas International Airlines, Inc.,
- (j) Frontier Airlines,
- (k) Continental Computer Services, and
- (l) CAL Newark.

Service described in the immediately preceding sentence shall be treated as service with an Employer only if the Participant either:

(a) was an employee on payroll and actively providing services for Continental Airlines, Inc. or an Affiliated Employer on April 27, 1993;

(b) had an Early Retirement, Normal Retirement or termination due to Disability or death between December 28, 1988, and April 27, 1993;

(c) was on Sponsor-offered leave, disability leave, occupational injury leave, maternity leave, military leave, Career Training leave, or Union leave of absence from the Sponsor or an Affiliated Employer on April 27, 1993;

(d) was on a furlough, medical leave, personal leave, paternity leave, educational leave or involuntary leave of absence from the Sponsor or an Affiliated Employer on April 27, 1993; or

(e) transferred from the Sponsor or an Affiliated Employer to Electronic Data Systems, Inc. ("EDS") in connection with the Sponsor's and Affiliated Employer's 1991 contracts with EDS and remained employed by EDS and primarily dedicated to performing services for the Sponsor or an Affiliated Employer on April 27, 1993.

Whether service described above in this Section shall be treated as Credited Service shall be determined without regard to the terms of any collective bargaining agreement that may have covered an Employee while in such service.

Years of Service shall be credited to an Employee under this Section only to the extent that the same Years of Service are not otherwise so credited.

2.3 Years of Service After January 31, 1999. In addition to the Years of Service credited under Section 2.1, an Employee shall be credited with Years of Service with respect to Computation Periods ending after January 31, 1999, in accordance with the following provisions of this Article.

2.4 Years of Eligibility Service and Years of Vesting Service. An Employee shall be credited with one Year of Eligibility Service and one Year of Vesting Service as of the last day of each Eligibility Computation Period and Vesting Computation Period, respectively, during which he or she is entitled to be credited with not less than 1000 Hours of Service. An Employee shall be credited with a fraction of one Year of Eligibility Service and Vesting Service as of the last day of each Eligibility Computation Period and Vesting Computation Period during which he or she is entitled to be credited with less than 1000 Hours of Service. The numerator of such fraction shall be the Employee's number of Hours of Service during such Eligibility Computation Period and Vesting Computation Period and the denominator of such fraction shall be 2000.

2.5 Years of Credited Service. An Employee shall be credited with one Year of Credited Service as of the last day of each Accrual Computation Period during which he or she is entitled to be credited with not less than 2000 Hours of Service. An Employee shall be credited with a fraction of one Year of Credited Service as of the last day of each Accrual Computation Period during which he or she is entitled to be credited with less than 2000 Hours of Service.

The numerator of such fraction shall be the Employee's number of Hours of Service during such Accrual Computation Period, and the denominator of such fraction shall be 2000.

2.6 *Special Rule for 1999 Transition.* Notwithstanding any other provision of the Plan, an Employee's Period of Service as of December 31, 1999 (or as of the date of his or her termination of employment, in the case of an Employee whose termination of employment occurs after January 31, 1999, and before December 31, 1999), shall be the greater of (a) the period determined under the Plan provisions in effect prior to February 1, 1999, or (b) the period determined under the provisions that became effective February 1, 1999.

2.7 *Hours Credited on Basis of Semi-Monthly Payroll Periods.* An Employee shall be credited with 95 Hours of Service for each semi-monthly payroll period for which the Employee would be required to be credited with at least one Hour of Service under the following provisions of this Article, if such provisions were given actual effect. However, Hours of Service shall not actually be credited under any of the following provisions of this Article.

2.8 *Determination of Hours of Service.* An Hour of Service is each hour (a) for which an Employee is either directly or indirectly paid or entitled to payment by an Affiliated Employer for the performance of duties; (b) for which an Employee is entitled to credit on account of a period of time during which no duties are performed under the provisions of Section 2.9; (c) for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Affiliated Employer, to the extent that such award or agreement is intended to compensate an Employee for periods during which the Employee would have been engaged in the performance of duties for the Affiliated Employer; or (d) for which an Employee is entitled to credit on account of Qualified Military Service under the provisions of Section 2.13. The same Hours of Service shall not be credited under more than one clause of the immediately preceding sentence. Solely for purposes of determining whether a One Year Break in Service has occurred, an Hour of Service is also each hour attributable to a Parental Absence, as determined in accordance with the provisions of Section 2.14.

2.9 *Periods During Which No Duties Are Performed.* An Employee shall be credited with one Hour of Service for each hour for which he or she is directly or indirectly paid or entitled to payment by an Affiliated Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. Notwithstanding the immediately preceding sentence, (a) no more than 501 Hours of Service shall be credited under this Section to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period); (b) an Hour of Service shall not be credited if payment therefor is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws; and (c) Hours of Service shall not be credited for a payment that solely reimburses an Employee for medical or medically-related expenses incurred by the Employee.

2.10 *Certain Company Offered Leaves of Absence.* Solely for purposes of determining Years of Eligibility Service and Years of Vesting Service, an Employee who, on or after September 20, 2001, commences a leave of absence offered by the Sponsor in connection

with its reduction in force resulting from the events of September 11, 2001, shall be credited with the number of Hours of Service that normally would have been credited to such Employee but for such leave of absence. Such an Employee who (a) returns to employment with the Sponsor after November 27, 2001 and during or immediately following the expiration of such leave of absence, and (b) completes a Year of Vesting Service before incurring a One Year Break in Service following such return to employment, shall also be credited with the Hours of Service specified in the immediately preceding sentence for purposes of determining Years of Credited Service. If it is not possible to determine the number of Hours of Service that normally would have been credited to such Employee but for such leave of absence, such Employee shall be credited with the number of Hours of Service determined under such reasonable method as is established by the Administrative Committee. Such method shall reflect the average hours worked by the Employee, or by other Employees in the same job classification, over a representative period of time, provided that the basis so used is consistently applied with respect to all Employees within the same job classifications, reasonably defined. Such Hours of Service shall be credited to the Computation Period(s) in which they would have been credited to such Employee but for such leave of absence.

2.10A Certain Company Offered Leaves of Absence. Solely for purposes of determining Years of Eligibility Service and Years of Vesting Service, an Employee who, on or after August 1, 2008, commences a leave of absence offered by the Sponsor in connection with its reduction in force resulting from the economic conditions and the sudden and dramatic increase in the price of jet fuel during 2008, shall be credited with the number of Hours of Service that normally would have been credited to such Employee but for such leave of absence. If it is not possible to determine the number of Hours of Service that normally would have been credited to such Employee but for such leave of absence, such Employee shall be credited with the number of Hours of Service determined under such reasonable method as is established by the Administrative Committee. Such method shall reflect the average hours worked by the Employee, or by other Employees in the same job classification, over a representative period of time, provided that the basis so used is consistently applied with respect to all Employees within the same job classifications, reasonably defined. Such Hours of Service shall be credited to the Computation Period(s) in which they would have been credited to such Employee but for such leave of absence.

2.11 Transition Credit. In addition to the Hours of Service required to be credited under other provisions of this Article, each Employee shall receive credit in the Computation Period that includes February 1, 1999, for a number of Hours of Service determined by multiplying 95 hours times the number of whole and partial semi-monthly payroll periods included in any fractional part of a year credited to the Employee as of January 31, 1999, under the definition of "Period of Service" then in effect.

2.12 Application of Regulations in Calculating and Crediting Hours of Service. Hours of Service shall be calculated and credited pursuant to the provisions of this Section and of 29 C.F.R. §2530.200b-2, which is incorporated herein by this reference. For purposes of applying that regulation in the case of a payment that is made or due on account of a period during which an Employee without a regular work schedule performs no duties, the number of hours to be credited and the Employee's hourly rate of compensation shall be calculated on the basis of an eight-hour work day. Also for purposes of applying that regulation, Hours of Service

credited to an Employee with respect to a payment that is not calculated on the basis of units of time and that is made or due on account of a period during which the Employee performs no duties, which period extends beyond one Computation Period, shall be allocated between the first two such Computation Periods in proportion to the number of days (excluding Saturdays, Sundays, and holidays recognized by the Affiliated Employer) with respect to which such payment is made that fall within each such Computation Period.

2.13 *Qualified Military Service.* An Employee who has engaged in Qualified Military Service shall be credited with the number of Hours of Service that is required under applicable law.

2.14 *Parental Absence.* Solely for purposes of determining whether a One Year Break in Service has occurred, an individual who has incurred a Parental Absence shall be credited with the number of Hours of Service that normally would have been credited to such individual but for such Parental Absence. If it is not possible to determine the number of Hours of Service that normally would have been credited to such individual but for such Parental Absence, such individual shall be credited with the number of Hours of Service determined under such reasonable method as is established by the Administrative Committee. Such method shall reflect the average hours worked by the individual, or by other employees in the same job classification, over a representative period of time, provided that the basis so used is consistently applied with respect to all employees within the same job classifications, reasonably defined. Not more than 501 Hours of Service shall be credited to an individual with respect to a single Parental Absence. Such Hours of Service shall be credited to the Computation Period in which the Parental Absence begins, if the individual would be prevented from incurring a One Year Break in Service in such Computation Period solely because of the crediting of such Hours of Service. In any other case, such Hours of Service shall be credited to the immediately following Computation Period. Notwithstanding the preceding provisions of this Subsection, no Hours of Service shall be credited with respect to a Parental Absence unless the individual furnishes to the Administrative Committee such timely information as it may reasonably require to establish that the individual's absence from work was due to a Parental Absence and the number of days for which there was such an absence.

2.15 *Limitation on Double Crediting of Hours of Service.* The same Hours of Service shall not be credited under two or more provisions of the Plan, except as otherwise specifically provided and except that Hours of Service attributable to a Parental Absence shall be determined and credited under Section 2.14 for purposes of determining whether a One Year Break in Service has occurred and under Section 2.9 for all other purposes of the Plan.

2.16 *Eligibility Computation Period.* Each Employee's initial Eligibility Computation Period is the 12-consecutive-month period beginning on the Employee's Employment Commencement Date. The Eligibility Computation Period then shifts to the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date. If an Employee is credited with 1000 Hours of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date, he or she shall be credited with two Years of Eligibility Service.

2.17 Eligibility Computation Period After Break in Service. The first Eligibility Computation Period after a One Year Break in Service is the 12-consecutive-month period beginning on an Employee's Reemployment Commencement Date and, where necessary, Plan Years beginning with the Plan Year that includes the first anniversary of the Employee's Reemployment Commencement Date.

2.18 Vesting Computation Period. The Vesting Computation Period is the calendar year.

2.19 Accrual Computation Period. The Accrual Computation Period is the calendar year.

2.20 One Year Break in Service. A One Year Break in Service is a Computation Period during which the Employee has not completed more than 500 Hours of Service.

2.21 Service Excluded for Eligibility Purposes. In the case of an Employee who has no vested right under the Plan to any Accrued Benefit derived from Employer contributions at the time he or she incurs a period of five or more consecutive One Year Breaks in Service, the Years of Eligibility Service completed by such Employee before such period of One Year Breaks in Service shall be disregarded if at such time the number of consecutive One Year Breaks in Service equals or exceeds the aggregate number of his or her Years of Eligibility Service, whether or not consecutive, completed before such period of consecutive One Year Breaks in Service. In computing the aggregate number of his or her Years of Eligibility Service prior to any such period of consecutive One Year Breaks in Service, Years of Eligibility Service which could have been disregarded under this Section by reason of any prior period of consecutive One Year Breaks in Service shall be disregarded.

2.22 Service Excluded for Vesting Purposes. In the case of an Employee who has no vested right under the Plan to any Accrued Benefit derived from Employer contributions at the time he or she incurs a period of five or more consecutive One Year Breaks in Service, the Years of Vesting Service completed by such Employee before such period of One Year Breaks in Service shall be disregarded if at such time the number of consecutive One Year Breaks in Service equals or exceeds the aggregate number of his or her Years of Vesting Service, whether or not consecutive, completed before such period of consecutive One Year Breaks in Service. In computing the aggregate number of his or her Years of Vesting Service prior to any such period of consecutive One Year Breaks in Service, Years of Vesting Service which could have been disregarded under this Section by reason of any prior period of consecutive One Year Breaks in Service shall be disregarded.

2.23 Service Excluded for Accrual Purposes. Years of Credited Service shall be disregarded in the following circumstances:

(a) Years of Credited Service completed by an Employee while he or she was not a member of the Eligible Class shall be disregarded.

(b) In the case of an Employee who has no vested right under the Plan to any Accrued Benefit derived from Employer contributions at the time he or she incurs a period of five or more consecutive One Year Breaks in Service, the Years of Credited

Service completed by such Employee before such period of One Year Breaks in Service shall be disregarded if at such time the number of consecutive One Year Breaks in Service equals or exceeds the aggregate number of his or her Years of Credited Service, whether or not consecutive, completed before such period of consecutive One Year Breaks in Service. In computing the aggregate number of his or her Years of Credited Service prior to any such period of consecutive One Year Breaks in Service, Years of Credited Service shall be disregarded (i) if they could have been disregarded under this Section by reason of any prior period of consecutive One Year Breaks in Service or (ii) if the Plan provisions for determining Years of Vesting Service also applied for purposes of determining Years of Credited Service, and they would have been disregarded under such provisions.

2.24 Service Credit with Respect to Other Employment. An Employee's service with a predecessor employer who maintained the Plan shall be treated as service with an Affiliated Employer. Notwithstanding any other provision to the contrary herein, effective January 1, 2008, an Employee who is classified in the Employer's records as a Flight Attendant and who commences a leave of absence in order to serve as an officer of the International Association of Machinists and Aerospace Workers (IAM) shall be credited with the number of Hours of Service that normally would have been credited to such Employee but for such IAM officer leave (excluding any period of strike), but not in excess of two Years of Credited Service. If the Employee returns to employment with the Sponsor immediately following the expiration of such IAM officer leave or is unable to return to employment as a result of death or Disability, such Employee shall be credited with the number of Hours of Service, if any, that normally would have been credited to such Employee during such IAM officer leave (excluding any period of strike) to the extent such Hours of Service were not credited pursuant to the preceding sentence. If it is not possible to determine the number of Hours of Service that normally would have been credited to such Employee but for such IAM officer leave, such Employee shall be credited with the number of Hours of Service determined under such reasonable method as is established by the Administrative Committee. Such method shall reflect the average hours worked by the Employee, or by other Employees in the same job classification, over a representative period of time, provided that the basis so used is consistently applied with respect to all Employees within the same job classifications, reasonably defined. Such Hours of Service shall be credited to the Computation Period(s) in which they would have been credited to such Employee but for such IAM officer leave.

2.25 Credited Service for Employment at Certain Converted Stations. Notwithstanding clause (a) of the first sentence of Section 2.23, in the case of an Employee (a) regularly employed at a station at the time that such station is converted from Continental Airlines, Inc. to Continental Express, Inc., and provided that such conversion occurred prior to January 1, 2001, or (b) effective January 1, 2002, who was one of four Continental Express, Inc. employees incorrectly designated in the administrative records of the Plan prior to January 1, 2001 as eligible to participate under the foregoing clause (a) and who at no time is a Highly Compensated Employee, service with Continental Express, Inc. from the date of such conversion (or the first date a Participant described in clause (b) is credited with an Hour of Service at any such converted station, if later) to the date specified in the last sentence of this Section shall be treated as service with an Employer, unless otherwise elected by the Employee pursuant to the following provisions of this Section. During the period specified by the Administrative

Committee for each affected station, an Employee described in the immediately preceding sentence may make an irrevocable election that Years of Credited Service shall not include any service described in the immediately preceding sentence that occurs after the later of June 30, 2000, or the date the Employee's station is converted. In no case shall the election period for a station be less than 30 calendar days. Such election shall be filed with the Administrative Committee on forms supplied by the Administrative Committee. Service with ExpressJet (or any successor thereto) shall cease to be treated as service with an Employer under this Section on the earlier of (a) the date that the Participant ceases to be employed at such station, (b) the date that Continental Airlines, Inc. no longer owns, directly or indirectly, any ownership interest in ExpressJet or any successor thereto; (c) the date that ExpressJet or any successor thereto ceases to be a participating Employer under the Plan; or (d) the date that Continental Airlines, Inc. affirmatively acts to terminate the crediting of service for such Employees pursuant to this Section, which action may be taken unilaterally by Continental Airlines, Inc. without the consent of any other entity or person and which action may be effected by resolution of the Human Resources Committee of the Sponsor's Board of Directors without need for further Plan amendment.

2.26 *Effect of ExpressJet Spin off.*

(a) *Service with Sponsor and Its Affiliated Employers.* Except as otherwise specifically provided in the Plan, service credit with respect to service with the Sponsor or any business organization that is an Affiliated Employer with respect to the Sponsor shall be determined in the same manner as prior to April 23, 2002, as if the Plan were a plan maintained solely by members of the same controlled group of corporations, without application of service crediting rules applicable to multiple employer plans under C.F.R. Section 2530.210.

(b) *Service with ExpressJet and Its Affiliated Employers.* Except as otherwise specifically provided in Section 2.25, this Section 2.26, and Section 8.9, service on and after April 23, 2002 with ExpressJet or any business organization that is an Affiliated Employer with respect to ExpressJet shall be disregarded for purposes of determining Years of Eligibility Service, Years of Vesting Service, and Years of Credited Service. In the case of those Participants (and only those Participants) who are being credited with service on April 23, 2002 pursuant to Section 2.25, (i) service credited under Section 2.25 shall be deemed to be service with the Employer while a member of the Eligible Class for purposes of determining Years of Eligibility Service, Years of Vesting Service, and Years of Credited Service; and (ii) service not described in clause (i) of this sentence that is with ExpressJet shall be deemed to be service with the Employer while not a member of the Eligible Class for purposes of determining Years of Eligibility Service and Years of Vesting Service if 1) such service precedes or follows service credited under Section 2.25, 2) no quit, discharge, or retirement occurs between such service credited under Section 2.25 and such other service, and 3) such service occurs while ExpressJet is a participating Employer under the Plan. For purposes of the immediately preceding sentence, a quit, discharge, or retirement shall be deemed to occur if an Employee is transferred between ExpressJet and a business organizations that is an Affiliated Employer with respect to ExpressJet.

2.27 Service Credit for Leased Employees. The performance of services as a Leased Employee shall be treated in the same manner as the performance of services as a common law employee for all purposes of the Plan, including the determination of an Employee's number of Years of Service and the existence of an employment relationship between an Employee and the Employer. The entire period for which a Leased Employee has performed services for the Employer or any related person (within the meaning of Section 414(n)(6) of the Code) shall be taken into account for purposes of determining a Leased Employee's number of Years of Service.

2.28 Service Credit Required under Federal Law. An Employee shall be credited with such additional Years of Eligibility Service, Vesting Service, and Credited Service as is required under any applicable law of the United States.

ARTICLE III PARTICIPATION

3.1 Commencement of Participation. Each Employee shall become a Participant on the later of (a) the effective date of the adoption of the Plan by the Employee's Employer, (b) the date on which the Employee completes one Year of Eligibility Service, or (c) the date on which the Employee first becomes a member of the Eligible Class.

3.2 Cessation of Participation. An individual who has become a Participant shall cease to be a Participant on the later of (a) the first date on which he or she ceases to be a member of the Eligible Class, or (b) the date on which the distribution of his or her entire Accrued Benefit has been completed.

3.3 Participation Upon Reemployment and After Certain Breaks in Service. An individual who is absent from the active service of the Employer on the date he or she would otherwise become a Participant shall become a Participant on the first date on which he or she is entitled to be credited with an Hour of Service for the performance of duties after his or her return to active service with the Employer, provided such individual meets any age and service requirements specified in Section 3.1 and is a member of the Eligible Class at the time of such return.

**ARTICLE IV
RETIREMENT BENEFITS**

4.1 Vesting at Normal Retirement Age. A Participant's Accrued Benefit shall be fully vested upon attaining Normal Retirement Age.

4.2 Normal Retirement Pension. A Participant may retire on his or her Normal Retirement Date. Subject to adjustment in the manner specified in the Plan, the Normal Retirement Pension payable in the Normal Form to a Participant who retires on his or her Normal Retirement Date shall be one-twelfth of the product of:

- (a) the Participant's number of Years of Credited Service (not in excess of 30), multiplied by
- (b) the sum of
 - (i) 1.19 percent of Final Average Compensation, plus
 - (ii) 0.45 percent of Final Average Compensation in excess of the Participant's Average Social Security Wage Base.

4.3 Normal Retirement Pension for Members of Fresh-Start Group. Notwithstanding any other provision of the Plan, the Normal Retirement Pension payable in the Normal Form to a Participant who is included in a Fresh-Start Group and retires on his or her Normal Retirement Date shall be one-twelfth of the greater of:

- (a) the sum of
 - (i) the Participant's Frozen Accrued Benefit, plus
 - (ii) the amount determined under Section 4.2 taking into account only the Participant's Years of Credited Service after the Fresh-Start Date; or
- (b) the amount determined under Section 4.2, taking into account the Participant's total Years of Credited Service (before and after the Fresh-Start Date) taken into account under Section 4.2.

4.4 Early Retirement Pension. A Participant may retire on such Early Retirement Date as he or she may elect. The Early Retirement Pension payable to such a Participant who retires early shall be an amount that is Actuarially Equivalent to the Participant's Accrued Benefit.

4.5 Deferred Retirement Pension. Although a Participant shall be entitled to retire on his or her Normal Retirement Date, no Participant shall be compelled to retire on that date. The Deferred Retirement Pension payable to a Participant on his or her Deferred Retirement Date shall be a pension determined under Section 4.2, using the Participant's Years of Credited Service and Final Average Compensation through his or her Deferred Retirement Date.

4.6 Adjustment of Deferred Retirement Pension for Post-70½ Suspension of Payments. Notwithstanding any other provision of the Plan, if payment of the Participant's benefit is suspended because the Participant continues in employment beyond the calendar year in which he or she attains age 70½, then the Participant's Accrued Benefit shall be actuarially increased to take into account the period after age 70½ in which the Participant was not receiving any benefits under the Plan. Such actuarial increase shall be provided for the period beginning April 1 following the calendar year in which the Participant attains age 70½ and ending on the Participant's Benefit Commencement Date. Within each Plan Year, such actuarial increase shall reduce, but not below zero, the additional benefit accruals earned by the Participant. Such reduction shall be effected by limiting the Accrued Benefit calculated as of the end of each Plan Year (or as of the Benefit Commencement Date, if applicable), to the larger of:

(a) the Accrued Benefit as of the end of the prior Plan Year actuarially increased from the end of the prior Plan Year (or April 1 of the current Plan Year, in the case of the Plan Year containing the April 1 following the calendar year in which the Participant attains age 70½) to the end of the current Plan Year (or to the Benefit Commencement Date, if that date is within the current Plan Year); or

(b) the Accrued Benefit as of the end of the prior Plan Year plus an additional accrual for the Plan Year equal to (i) the Accrued Benefit calculated as of the end of the current Plan Year (or the Benefit Commencement Date, if that is within the current Plan Year) without regard to any prior actuarial increases, minus (ii) the Accrued Benefit calculated as of the end of the prior Plan Year without regard to any prior actuarial increases.

4.7 Maximum Pension Provisions. No benefit shall be payable to a Participant or Surviving Spouse in excess of the benefit permitted to be paid under Section 415 of the Code and the Regulations issued under that Section. The foregoing notwithstanding, in no event shall an adjustment pursuant to Section 415(d) of the Code be effected for purposes of determining the limitation described in the preceding sentence for a Limitation Year if such adjustment would violate the limitations imposed on Plan amendments that increase liability for benefits as set forth in Section 436(c) of the Code. If any Participant is or has ever been a participant in more than one defined benefit plan maintained by the Affiliated Employers, the Participant may not accrue a benefit in this Plan that would cause the sum of the annual benefits under this Plan and all other such defined benefit plans to exceed the amount permitted by the immediately preceding sentence. To the extent necessary to comply with such limitation, the rate of accrual in this Plan will be reduced so that the total annual benefits payable at any time under such defined benefit plans will not exceed such limitation. For the purpose of computing the limitation under Section 415, "compensation" shall mean Annual Compensation as defined in Section 1.9 and the "limitation year" shall mean the Limitation Year as defined in Section 1.56.

4.8 Special Distribution and Annual Payment Limitations.

(a) For purposes of this Section 4.8, the following terms shall have the following meanings:

(i) Benefit: A Participant's Plan benefit which includes (A) any periodic income from the Plan, (B) any Plan withdrawal values payable to a living Participant, and (C) any death benefits from the Plan not provided for by insurance on the Participant's life.

(ii) Current Plan Liabilities: With respect to a Plan Year, the amount described in section 412(l)(7) of the Code for such Plan Year.

(iii) Restricted Participant: With respect to a Plan Year, any Participant who during such Plan Year is (A) either a Highly Compensated Employee, or a "highly compensated former employee," as such term is defined in Section 414(q)(9) of the Code, and (B) one of the twenty-five most highly compensated nonexcludable employees and former employees, as defined in Regulation § 1.401(a)(4)-12, based on compensation, within the meaning of Section 414(s) of the Code, received from the Employer and Affiliated Employers in the current or any other Plan Year.

(b) The annual payments from the Plan to a Restricted Participant for a Plan Year may not exceed an amount equal to the annual payments that would be made on behalf of such Restricted Participant under (1) a single life annuity that is Actuarially Equivalent of the sum of (A) the Restricted Participant's Accrued Benefit and (B) the Restricted Participant's Benefit under the Plan other than his Accrued Benefit and any Social Security supplement provided by the Plan and (2) any Social Security supplement provided by the Plan unless: (i) after payment to a Restricted Participant of his Benefit, the value of the assets of the Plan equals or exceeds 110% of the value of Current Plan Liabilities, (ii) the value of the Restricted Participant's Benefit is less than 1% of the value of Current Plan Liabilities before payment of the Restricted Participant's Benefit, or (iii) the present value of the Restricted Participant's Benefit does not (and at the time of any prior distribution did not) exceed \$5,000.

(c) Plan provisions to the contrary notwithstanding, no payments as described in Section 401(a)(32)(B) of the Code shall be made during any period that the Plan has a "liquidity shortfall" (as defined in Section 430(j)(4) of the Code).

4.9 Restrictions on Benefit Accruals and Benefit Payments. For Plan Years beginning on or after January 1, 2010 and thereafter, the Plan is intended to operate in compliance with applicable provisions of Section 436 of the Code and the final regulations and other regulatory guidance promulgated thereunder. The application of Section 436 of the Code and the final regulations and other regulatory guidance thereunder to the Plan shall be modified as necessary and as permitted by applicable law.

ARTICLE V
DEFERRED VESTED BENEFITS

5.1 Vesting. A Participant's vested percentage shall be determined under the following schedule, based on his or her number of Years of Vesting Service:

Years of Vesting Service	Vested Percentage
Less than 5	0%
5 or more	100%

5.2 Deferred Vested Pension. A Participant who incurs a Separation for any reason other than death or Disability prior to the occurrence of either his or her Early Retirement Date or his or her attainment of Normal Retirement Age, shall be entitled to receive a Deferred Vested Pension commencing at the time set forth in Section 9.4. Such Deferred Vested Pension shall be in an amount equal to the Participant's vested percentage of his or her Accrued Benefit, determined as of the date of his or her Separation. Payment of a Deferred Vested Pension shall be in lieu of all other benefits provided under the Plan.

5.3 Separation Before Vesting. If a Participant's Separation occurs for any reason at a time when the Participant fails to qualify for either a death, retirement, disability, or deferred vested benefit, he or she shall cease being a Participant and shall not be entitled to any benefit under the Plan. The unvested portion of the Accrued Benefit of such a Participant shall be forfeited as of the earliest date on which such Participant's Years of Vesting Service may be disregarded pursuant to Section 2.22. Such forfeitures shall be applied to reduce the Employer's actuarial liability under the Plan. In addition, a Participant who has no vested interest in the Plan shall be deemed to have received a distribution of zero dollars, constituting his entire vested interest in the Plan, on the date of his Separation. Any such deemed distribution shall be deemed to be made on termination of participation in the Plan.

ARTICLE VI DISABILITY BENEFITS

6.1 Eligibility. A Participant shall be eligible for a Disability Pension if he or she incurs a Separation while suffering a Disability.

6.2 Proof of Eligibility. The Administrative Committee must be furnished proof acceptable to it that the Participant has suffered a Disability.

6.3 Disability Pension. A Participant who is eligible for a Disability Pension shall, upon furnishing acceptable proof thereof, be entitled to receive a pension in an amount equal to 100 percent of the pension that would have been payable to the Participant as a Normal Retirement Pension if the Participant had continued to earn credit for Years of Credited Service until his or her Normal Retirement Date (or Benefit Commencement Date, if earlier), and based on the Participant's Final Average Compensation and Average Social Security Wage Base determined as of the date on which the Participant incurred a Disability. The payment of a pension under the terms of this Article shall commence at the time set forth in Section 9.4 and shall be in lieu of any other benefit for which a Participant might otherwise qualify under the Plan. Once a Participant has qualified for and is receiving a pension under another provision of the Plan, he or she shall be ineligible to receive a Disability Pension.

6.4 Recovery from Disability. The effect of a Participant's recovery from a Disability shall be determined as follows:

(a) Return to Active Employment. If a Participant who has incurred a Separation while suffering a Disability recovers prior to his or her Benefit Commencement Date, returns to service with the Employer within 60 days following such recovery, and is thereafter credited with at least one Year of Eligibility Service after his or her return, then his or her Plan membership shall be reinstated as of the date of said re-employment and he or she shall be entitled to full credit for Years of Service during the period of his or her Disability.

(b) Non-Return to Active Employment Due to Employer Decision. If a Participant who has incurred a Separation while suffering a Disability recovers prior to his or her Benefit Commencement Date, is willing and able to resume employment covered by the Plan, but is not rehired by the Employer, he or she shall be treated as having incurred a Separation as of the date of recovery from his or her Disability and shall be credited with Years of Vesting Service and Years of Credited Service for the period of his or her Disability. He or she shall be entitled to a pension as though he or she had retired or terminated employment with the Employer, as the case may be, on the date of such recovery from his or her Disability.

(c) Non-Return to Active Employment Due to Employee Decision. If a Participant who has incurred a Separation while suffering a Disability recovers prior to his or her Benefit Commencement Date and neither paragraph (a) nor paragraph (b) above in this Section apply, the Participant shall be treated as though he or she had incurred a Separation as of the date of his or her Disability. If the interest of such

Participant in his or her pension benefits would have been vested had he or she incurred a Separation on the date of his or her Disability, the Participant shall be entitled to a pension as though he or she had retired or terminated employment with the Employer, as the case may be, on the date of such Disability.

(d) ***Recovery after Normal Retirement Date.*** If a Participant entitled to receive any Disability Pension under the Plan recovers after attaining his or her Normal Retirement Date it shall have no effect upon his or her right to continue to receive his or her Disability Pension as computed and paid out under this Article prior to his or her recovery. Such Participant shall be deemed to be suffering from a Disability for the remainder of his or her life.

(e) ***Limitation for Alcohol or Substance Abuse.*** Notwithstanding anything in this Section to the contrary, a Participant shall not receive more than two Years of Vesting Service or two Years of Credited Service for any period of Disability attributable to alcohol or substance abuse.

**ARTICLE VII
DEATH BENEFITS**

7.1 *Qualified Preretirement Survivor Annuity.* The Surviving Spouse of each Participant who dies before his or her Benefit Commencement Date, shall receive a Qualified Preretirement Survivor Annuity, unless the Participant and his or her spouse make a valid election not to receive the Qualified Preretirement Survivor Annuity. However, the Qualified Preretirement Survivor Annuity shall not be payable if the Participant's Surviving Spouse dies before the date as of which payment of such Qualified Preretirement Survivor Annuity was to have commenced. If the single sum amount that is Actuarially Equivalent to the Qualified Preretirement Survivor Annuity payable upon the death of a Participant is not more than \$1,000, the death benefit payable to the Participant's Surviving Spouse shall be such single sum amount.

7.2 *Benefit Reduction for Cost of Qualified Preretirement Survivor Annuity.* The amount of the benefit calculated under any other Article shall be reduced to reflect the cost of providing the Qualified Preretirement Survivor Annuity to Participants for the deferral period, if any, beginning with the date of the Participant's Separation and ending with the Benefit Commencement Date. The charge shall be effected by reducing the amount determined under the applicable Section for each complete calendar month that satisfies all of the following requirements:

- (a) the month follows the later of the date of the Participant's Separation or the date the Participant was given an opportunity to waive the Qualified Preretirement Survivor Annuity pursuant to Section 9.10;
- (b) the month precedes the Participant's Benefit Commencement Date;
- (c) the Participant is not an Employee at any time during the month;
- (d) the Participant is married, presumed married, or subject to a Qualified Domestic Relations Order that names a former spouse as the recipient of the Qualified Preretirement Survivor Annuity;
- (e) the Participant is alive during the month;
- (f) the Participant has either failed to waive the Qualified Preretirement Survivor Annuity pursuant to Section 9.10 or is forbidden to waive it by the terms of a Qualified Domestic Relations Order; and
- (g) the Participant is not suffering a Disability.

The amount of such reduction shall be .25 percent per year, prorated on the basis of the actual number of days in each complete month included in the deferral period in the case of any fractional year of deferral.

If a Participant has failed to waive the Qualified Pre-Retirement Survivor Annuity, then the Administrative Committee may presume that the Participant was married during every month from the date of the Participant's Separation to the Benefit Commencement Date or

Reemployment Commencement Date, whichever is applicable. If the Participant waived the Qualified Preretirement Survivor Annuity, but is married at the Benefit Commencement Date to someone other than the spouse, if any, who consented to the waiver, then the Administrative Committee may presume that the Participant was married to a nonconsenting spouse during every month from the date of the waiver until the Benefit Commencement Date. The Participant may rebut these presumptions by providing documentation or other evidence, to the Administrative Committee's reasonable satisfaction, relating to dates of marriage, dates of divorce, and other matters pertaining to the Participant's marital status.

7.3 Preretirement Death Benefit.

(a) Other than the Qualified Preretirement Survivor Annuity described in Section 7.1 or the Domestic Partner Preretirement Survivor Annuity described in (b) below, no preretirement death benefit shall be payable under the Plan.

(b) If the Qualified Preretirement Survivor Annuity described in Section 7.1 is not payable with respect to a Participant, such Participant may elect in the form and manner prescribed by the Administrative Committee for his or her Surviving Domestic Partner (if any) to receive a Domestic Partner Preretirement Survivor Annuity if the Participant dies before his or her Benefit Commencement Date. However, the Domestic Partner Preretirement Survivor Annuity shall not be payable if the Participant's Surviving Domestic Partner dies before the date as of which payment of such Domestic Partner Preretirement Survivor Annuity was to have commenced. If the single sum amount that is Actuarially Equivalent to the Domestic Partner Preretirement Survivor Annuity payable upon the death of a Participant is not more than \$1,000, the death benefit payable to the Participant's Surviving Domestic Partner shall be such single sum amount.

7.4 Postretirement Death Benefit. Except as otherwise provided in Sections 7.1 and 7.3, if a former Employee dies after his or her Separation but prior to commencement of a deferred benefit to which he or she was entitled under the Plan, no death benefit shall be payable. If a Participant is receiving at his or her death a monthly pension, which is payable for his or her life only with no period of monthly payments guaranteed, then no death benefit shall be payable by reason of the Participant's death. If, however, benefit payments are being made to a Participant in the form of a contingent annuity, the Participant's spouse will receive such payments, if any, as may be payable under that form of payment.

7.5 Disqualification of Beneficiary. Notwithstanding any other provision of the Plan, no benefit of any type that becomes payable upon the death of a Participant shall be payable to any person who, under the statutory or common law of the state of Texas or the state of the Participant's residence or domicile at the time of his or her death, is ineligible to receive pension, insurance, or other benefits attributable to the Participant because of such person's involvement in the death of the Participant. Any such person shall be deemed to have predeceased the Participant.

ARTICLE VIII
SPECIAL PROVISIONS FOR CERTAIN EMPLOYEE GROUPS

8.1 Application of Article. The provisions set forth in this Article apply only to the Employees expressly specified with respect to each such provision. Except as otherwise provided in this Article, the terms of the Plan shall apply to the Employees designated in this Article in the same manner as to other Employees.

8.2 Pilots. Effective as of April 30, 2005, Employees classified as pilots (line and management) and flight instructors are no longer eligible to participate in the Plan. The Accrued Benefits of active and terminated vested pilots, but excluding the Accrued Benefits attributable to the Texas International Airlines, Inc. Fixed Pension Plan were transferred to the Continental Pilots' Retirement Plan.

(a) Definitions.

(i) **Bridge Agreement.** "Bridge Agreement" shall mean the Letter of Agreement Between Continental Airlines, Inc. and Air Line Pilots Association, International Regarding Flight Instructor Bridge Agreement dated October 2, 2001.

(ii) **Considered Compensation.** Retroactive pay received as the result of the execution of the collective bargaining agreement between the Sponsor and the Independent Association of Continental Pilots effective October 1, 1997, shall be treated as having been received by any Employee who received such pay at the times that such pay would have been paid if such collective bargaining agreement had actually been in effect on and after its specified effective date. Retroactive pay received as the result of the execution of the Settlement Agreement In Resolution of Disputes Concerning Pilot Pay Protection between the Sponsor and the Air Line Pilots Association, International effective August, 2003, shall be treated as having been received by any Employee who received such pay at the times that such pay would have been paid if such Settlement Agreement had actually been in effect as of the times such pay would have been paid.

(iii) **Employee.** An individual shall be deemed to be an Employee for purposes of the Plan during any period that he or she is a deferred pilot performing services for Continental Express, Inc. pending transfer to the Sponsor. This Section 8.2(a)(iii) shall cease to be effective as of the date of consummation of the initial public offering of the common stock of ExpressJet Holdings, Inc. (April 23, 2002).

(iv) **Final Average Compensation.** Section 1.42 shall not apply to Qualified Pilot Participants. Instead, in the case of a Participant who is a Qualified Pilot Participant, "Final Average Compensation" shall mean the average of the Participant's highest 60 consecutive completed calendar months of Considered Compensation received in the last 120 months while in Credited Service; provided that the Final Average Compensation shall be modified as

follows: 1) for the period from July 1, 1997 through December 31, 1998 inclusive, the highest 12 consecutive completed calendar months out the last 120 months preceding retirement or termination for any other reason; 2) for the period from January 1, 1999 through December 31, 1999 inclusive, the average of the Participant's highest calendar year of Considered Compensation in the last ten calendar years preceding, but not including the calendar year of retirement or termination for any other reason; 3) for the period from January 1, 2000 through December 31, 2000 inclusive, the average of the Participant's highest two consecutive calendar years of Considered Compensation in the last 10 calendar years preceding, but not including the calendar year of retirement or termination for any other reason; 4) for the period from January 1, 2001 through December 31, 2001 inclusive, the average of the Participant's highest three consecutive calendar years of Considered Compensation in the last ten calendar years preceding, but not including the calendar year of retirement or termination for any other reason; 5) for the period from January 1, 2002 through December 31, 2002 inclusive, the average of the Participant's highest four consecutive calendar years of Considered Compensation in the last 10 calendar years preceding, but not including the calendar year of retirement or termination for any other reason. If the Qualified Pilot Participant does not have the necessary consecutive completed months or years of Considered Compensation (as applicable), all completed months or years (as applicable) will be used, up to the necessary number of months or years, regardless of whether such months or years are consecutive.

(v) **Group 1 Pilot.** "Group 1 Pilot" shall mean a Qualified Pilot Participant who 1) is an active captain or first officer and is on the Pilots System Seniority List on October 1, 2001, and 2) will attain age 60 on or before July 1, 2002.

(vi) **Group 2 Pilot.** "Group 2 Pilot" shall mean a Qualified Pilot Participant who 1) is an active captain or first officer and is on the Pilots System Seniority List on October 1, 2001, and 2) will be age 58 or 59 on July 1, 2002.

(vii) **Normal Retirement Age.** Section 1.59 shall not apply to Qualified Pilot Participants. Instead, in the case of a Participant who is a Qualified Pilot Participant, "Normal Retirement Age" shall mean the age of 60.

(viii) **Pilot Participant.** "Pilot Participant" shall mean a Participant who, at the time in question, is included in the unit of employees covered by a collective bargaining agreement between the Sponsor and the Independent Association of Continental Pilots, or after May 31, 2001, the Air Line Pilots Association International, including the Bridge Agreement. An individual shall be deemed to be a Pilot Participant for purposes of the Plan during any period that he or she is a deferred pilot performing services for Continental Express, Inc. pending transfer to the Sponsor and is covered by a collective bargaining agreement applicable to pilots. The immediately preceding sentence shall cease

to be effective as of the date of consummation of the initial public offering of the common stock of ExpressJet Holdings, Inc. (April 23, 2002).

(ix) ***Pilots 2001 Window Period.*** “Pilots 2001 Window Period” shall mean the period beginning on October 1, 2001, and ending on November 30, 2001.

(x) ***Qualified Pilot Participant.*** “Qualified Pilot Participant” shall mean, as of any date, a Pilot Participant covered by the collective bargaining agreement between the Sponsor and the Independent Association of Continental Pilots effective October 1, 1997 (or any successor agreement, including a successor agreement between the Sponsor and the Air Line Pilots Association International), or by the Bridge Agreement, who has at least one hour of service on or after January 1, 1998, and any Pilot Participant who was covered by the collective bargaining agreement between the Sponsor and the Independent Association of Continental Pilots effective September 1, 1995, who retired on or after July 1, 1997. Notwithstanding the immediately preceding sentence, a Pilot Participant shall not be a Qualified Pilot Participant during any period of Employment after December 31, 1997, not covered by such 1997 collective bargaining agreement, (or by any successor agreement or the Bridge Agreement) or thereafter, until the first day after such period on which such Pilot Participant completes one Hour of Service under such 1997 collective bargaining agreement, successor agreement, or Bridge Agreement. An individual shall be deemed to be a Qualified Pilot Participant for purposes of the Plan during any period that he or she is a deferred pilot performing services for Continental Express, Inc. pending transfer to the Sponsor, is covered by a collective bargaining agreement applicable to pilots, and would have been a Qualified Pilot Participant if his or her services had been performed for the Sponsor.

(b) ***Service.***

(i) ***Certain Pre-1999 Service Disregarded.*** Clause (a) of the second sentence of Section 2.1 shall not apply with respect to any Employee who is a Pilot Participant or employed as a pilot not included in a collective bargaining unit.

(ii) ***Service Credit for Periods of Disability.*** Notwithstanding any other provision of the Plan, in the case of a Qualified Pilot Participant, Years of Service shall include any period of time on or after January 1, 1998, with respect to which such Qualified Pilot Participant was paid or entitled to payment from the Continental Airline Pilots Long Term Disability Plan; provided, however, that there shall be no double counting of any service as a result of the application of this sentence.

(iii) ***Years of Credited Service Attributable to Certain Company Offered Leaves of Absence.*** Notwithstanding the second sentence of Section 2.10, a Qualified Pilot Participant who (a) returns to employment with the

Sponsor after November 27, 2001 and during or immediately following the expiration of a leave of absence described in the first sentence of Section 2.10, and (b) completes at least one Hour of Service for the performance of duties after his return to employment, shall be credited with the Hours of Service specified in the first sentence of Section 2.10 for purposes of determining Years of Credited Service. Moreover, plan provisions to the contrary notwithstanding, a Qualified Pilot Participant who (a) on or after September 20, 2001, commenced a leave of absence offered by the Sponsor in connection with its reduction in force resulting from the events of September 11, 2001, (b) as of April 1, 2005, remained on such leave of absence or any other approved leave from the Sponsor, (c) as of April 1, 2005, had not formally notified the Sponsor of his or her intent not to return to active service, and (d) as of April 1, 2005, had not received Credited Service pursuant to the preceding sentence, shall be credited with Hours of Service specified in the first sentence of Section 2.10 for the period of such leave of absence prior to June 1, 2005 for purposes of determining Years of Credited Service. Such Hours of Service shall be determined and credited in the manner specified in Section 2.10 if it is not possible to determine the number of Hours of Service that normally would have been credited to such Qualified Pilot Participant but for such leave of absence.

(iv) ***Credited Service for Certain Time While Awaiting Recall.***

Notwithstanding any other provision of the Plan, a Qualified Pilot Participant who terminates service on or after April 1, 2005, shall be credited with Years of Credited Service for the period during which the individual was awaiting recall after the pilots' 1983 strike occurring during the time period commencing October 31, 1985 and ending upon the date of the Qualified Pilot Participant's return to service.

(c) ***Normal Retirement Pension for Qualified Pilot Participants.*** Except as provided in Section 8.2(d), with respect to Qualified Pilot Participants Section 4.2 shall not apply and all references to Section 4.2 shall be deemed to be references to this Section 8.2(c). A Qualified Pilot Participant may retire on his or her Normal Retirement Date. Subject to adjustment in the manner specified in the Plan, the Normal Retirement Pension payable in the Normal Form to a Qualified Pilot Participant who retires on his or her Normal Retirement Date shall be an amount equal to the greater of (i) or (ii) where:

(i) is 1) plus 2) where:

1) is the sum of 1.19% of Final Average Compensation plus 0.45% of Final Average Compensation in excess of the Participant's Modified Average Social Security Wage Base times Credited Service earned before January 1, 1998; and

2) is the sum of 1.19% of Final Average Compensation plus X% of Final Average Compensation in excess of the Participant's Average Social Security Wage Base, times Credited Service earned on or after January 1, 1998; and

(ii) is 3) plus 4) (both of which are frozen at December 31, 2002) where:

3) is the sum of 1.19% of Final Average Compensation plus 0.45% of Final Average Compensation in excess of the Participant's Average Social Security Wage Base times Credited Service earned before the earliest of a) the Participant's termination of Employment with a vested interest under the Plan, b) retirement, or c) December 31, 2002; and

4) is 0.90% of the Participant's Final Average Compensation in excess of the Participant's Average Social Security Wage Base as of the date specified in paragraph 3) above, times the lesser of 10 years or the Participant's actual Credited Service determined as of the date specified in paragraph 3) above.

For purposes of this Section 8.2(c), the term "Modified Average Social Security Wage Base" shall mean the Average Social Security Wage Base, except that for years after 1997, each individual year's taxable wage base in effect under Section 230 of the Social Security Act shall be no greater than five percent more than the amount used for the prior year.

"X" shall be calculated at the beginning of every calendar year to yield a pension benefit that is equivalent to that provided by the formula: 2.2% times Final Average Compensation times Credited Service, using Average Social Security Wage Base for a Pilot Participant attaining age 60 in that calendar year, and an assumed Final Average Compensation equal to the applicable compensation limit for each year in the averaging period imposed by Section 401(a)(17) of the Code.

(d) Normal Retirement Pension for Former Qualified Pilot Participants. In the case of a Participant who is a former Qualified Pilot Participant, the Normal Retirement Pension payable in the Normal Form shall be an amount equal to the sum of (i) the amount determined under Section 8.2(c), taking into account all Credited Service through the most recent date as of which the Participant was a Qualified Pilot Participant, plus (ii) the amount determined under Section 4.2, taking into account all Credited Service occurring subsequent to the most recent date as of which the Participant was a Qualified Pilot Participant.

(e) Maximum Pension Provisions. In determining the benefit permitted to be paid under Section 4.7, Section 415 of the Code, and the Regulations issued under that Section of the Code with respect to a Pilot Participant, the otherwise applicable limitations shall be adjusted as follows:

(i) In the case of a Pilot Participant who, pursuant to a requirement imposed by Federal Aviation Administration Regulation, separates from service on or after attainment of age 60 but before Social Security Retirement Age, the defined benefit dollar limitation shall be adjusted so that it is the actuarial equivalent of an annual benefit of \$90,000 beginning at the age of such required

separation, multiplied by the adjustment factor, based on the greater of the interest rate assumption specified in Section 1.3 or 5 percent; provided, however, that the defined benefit dollar limitation applicable to benefit payments commencing on or after attainment of age 55 shall not be reduced below \$75,000 and the defined benefit dollar limitation applicable to benefit payments commencing before attainment of age 55 shall not be reduced below the actuarial equivalent of an annual benefit of \$75,000 beginning at age 55.

(ii) In the case of a Pilot Participant who separates from service prior to age 60, the defined benefit dollar limitation shall be adjusted so that it is the actuarial equivalent of an annual benefit of \$90,000 beginning at age 62, based on the greater of the interest rate assumption specified in Section 1.3 or 5 percent; provided, however, that the defined benefit limitation applicable to benefit payments commencing on or after attainment of age 55 shall not be reduced below \$75,000 and the defined benefit dollar limitation applicable to benefit payments commencing before attainment of age 55 shall not be reduced below the actuarial equivalent of an annual benefit of \$75,000 beginning at age 55.

(iii) If a Pilot Participant's Benefit Commencement Date occurs after the Participant's attainment of age 65, the defined benefit dollar limitation shall be adjusted so that it is the actuarial equivalent of an annual benefit of \$90,000 commencing at age 65, multiplied by the adjustment factor as provided by the Secretary of the Treasury, based on the lesser of the interest rate assumption specified in Section 1.3 or 5 percent.

(f) **Vesting.** A Participant whose Separation occurs upon or after attaining age 60 and who was a Pilot Participant immediately prior to the time he or she attained age 60 shall have a vested percentage of 100 percent in his or her Accrued Benefit.

(g) **Pilots 2001 Early Retirement Program Benefit.**

(i) **Eligibility for Enhanced Benefit.** A Participant shall be entitled to the enhanced benefits specified in Section 8.2(g)(ii) if he or she:

- 1) is a Group 1 Pilot or a Group 2 Pilot;
- 2) during the Pilots 2001 Window Period notifies the Sponsor in writing of his or her election to retire under the Continental Airlines Pilot Early Retirement Program in accordance with procedures and requirements established by the Sponsor; and
- 3) incurs a Separation in accordance with procedures and requirements established by the Sponsor under the Continental Airlines Pilot Early Retirement Program.

(ii) **Enhanced Benefit.**

1) **Group 1 Pilot.** A Participant who is a Group 1 Pilot described in Section 8.2(g)(i) shall receive a retirement pension calculated under otherwise applicable provisions of CARP, except that a) at the Participant's actual Separation date his or her Years of Credited Service shall be increased by the fraction of the year remaining until his or her Normal Retirement Date, and b) the Participant's benefit shall not be reduced on account of early commencement but shall be calculated as if the Participant had received the benefit commencing at his or her Normal Retirement Age.

2) **Group 2 Pilot.** A Participant who is a Group 2 Pilot described in Section 8.2(g)(i) shall receive a retirement pension calculated under otherwise applicable provisions of CARP (including actuarial reduction based on the Participant's age on his or her actual Separation date), except that at the Participant's actual Separation date his or her Years of Credited Service shall be increased by the number of years (and/or fractions of years) remaining until his or her Normal Retirement Date up to a maximum of three years.

(iii) **Availability of Lump Sum Distribution Option.** Notwithstanding any contrary provision of the Plan, the lump sum option specified in Section 9.12(c) shall be available with respect to the benefit described in Section 8.2(g)(ii).

(iv) **Enhanced Benefit Not Permanent.** Notwithstanding any other provision of the Plan (including without limitation, the definition of "Accrued Benefit" set forth in Section 1.2), the benefit described in Section 8.2(g)(ii) shall not be a permanent part of the Plan, and shall not be taken into account in determining a Participant's Accrued Benefit. However, it shall be taken into consideration as an amount that would have been payable under the Qualified Joint and Survivor Annuity for purposes of determining the amount of the Qualified Preretirement Survivor Annuity in the case of a Participant who dies while satisfying all the conditions of Section 8.2(g)(i). It shall be paid only to those eligible Participants who actually incur a Separation in accordance with procedures established by the Sponsor under the Continental Airlines Pilot Early Retirement Program (or the Surviving Spouses of eligible Participants who actually incur such a Separation), and shall automatically expire without any further action by the Sponsor as of the last day of the Pilots 2001 Window Period.

(h) **Death Benefit for Normal Retirement-Special Rule.** This paragraph applies to a Qualified Pilot Participant who both (i) submits his or her complete and properly prepared retirement package for benefit commencement at Normal Retirement Date pursuant to procedures adopted by the Administrative Committee and (ii) dies on or after April 1, 2005, on or after attaining age 59³/₄ and prior to his or her Benefit Commencement Date. A death benefit shall be payable on behalf of such Qualified Pilot Participant as if the Qualified Pilot Participant had survived until the day after his or her Normal Retirement Date having commenced his or her benefit in the optional form of

payment elected by the Qualified Pilot Participant. Notwithstanding the preceding sentences of this paragraph, if the Qualified Pilot Participant has a surviving spouse, the Qualified Preretirement Survivor Annuity is in effect upon the death of the Qualified Pilot Participant, the Qualified Preretirement Survivor Annuity is paid to the surviving spouse and the Qualified Preretirement Survivor Annuity is not waived by the surviving spouse, then the death benefit payable under the preceding sentences of this paragraph shall be reduced by the actuarial equivalent of such Qualified Preretirement Survivor Annuity.

(i) ***Optional Forms of Benefit-Special Rules.*** In the case of a Qualified Pilot Participant who commences benefit payments under the Plan on or after September 1, 2005, the following provisions shall apply:

(i) The "Contingent Annuity" in Section 9.12(b) of the Plan may also be payable to a non-Spouse Beneficiary designated by the Qualified Pilot Participant pursuant to (iii) below.

(ii) An additional "Optional Form of Payment" pursuant to Section 9.12 shall be available in the form of a "Life with Term Certain Annuity" providing an annuity for a term certain of ten, fifteen or twenty years and continuous for the life of the Qualified Pilot Participant if he or she survives such term certain or continuing to the end of such term certain to the Beneficiary or Beneficiaries designated by such Qualified Pilot Participant in accordance with (iii) below in the event of such Qualified Pilot Participant's death before the end of such term certain.

(iii) Each Qualified Pilot Participant shall have the right to designate the Beneficiary or Beneficiaries to receive any continuing payments in the event such Qualified Pilot Participant's benefit is payable in a form whereby payments could continue beyond such Qualified Pilot Participant's death. Each such designation shall be made on the form prescribed by the Administrative Committee and shall be filed with the Administrative Committee. Any such designation may be changed at any time by such Qualified Pilot Participant by execution of a new designation form and filing such form with the Administrative Committee except that a contingent annuitant cannot be changed after a Qualified Pilot Participant's Benefit Commencement Date. If no such designation of Beneficiary for a benefit payable in a form containing a term certain is on file with the Administrative Committee at the time of the death of the Qualified Pilot Participant or if such designation is not effective for any reason as determined by the Administrative Committee, then the designated Beneficiary or Beneficiaries to receive such continuing payments for the remainder of such term certain shall be such Qualified Pilot Participant's executor or administrator on behalf of such Qualified Pilot Participant's estate or to his or her heirs-at-law if there is no administration of such Qualified Pilot Participant's estate.

(iv) The last sentence of Section 7.4 of the Plan shall be modified to read as follows respecting Qualified Pilot Participants: "If, however, benefit

payments are being made to a Qualified Pilot Participant in the form of a contingent annuity or life with a term certain annuity, the Qualified Pilot Participant's Spouse or Beneficiary will receive such payments, if any, as may be payable under that form of payment.

(j) ***Credits for Certain Underpayments.*** Payments made to Participants whose benefits are in pay status as of April 1, 2005 or who previously received a lump sum payment of their retirement benefit pursuant to the Settlement Agreement In Resolution of Disputes Concerning Pilot Pay Protection between the Sponsor and the Air Line Pilots Association, International effective August, 2003 attributable to recognition of retroactive pay shall (i) be credited with interest at a rate of 8.5% for Employees whose original Benefit Commencement Date was on or after Normal Retirement Date for the period from the original Benefit Commencement Date to the new Benefit Commencement Date and (ii) be actuarially increased for Employees whose original Benefit Commencement Date was on or after Early Retirement Date but prior to Normal Retirement Date for the period from the original Benefit Commencement Date to the new Benefit Commencement Date, but no later than the later of Normal Retirement Date or September 1, 2005.

8.3 *Technical Operations Employees.*

(a) *Definitions.*

(i) ***Considered Compensation.*** Considered Compensation shall include amounts paid to Technical Operations Participants for retroactive pay reflecting new pay rates provided in the collective bargaining agreement between the Sponsor and the International Brotherhood of Teamsters ratified December 27, 2002. Further, Considered Compensation shall include amounts paid to Technical Operations Participants for retroactive pay as provided in Letter of Agreement #2-1 between the Company and the International Brotherhood of Teamsters executed effective as of November 5, 2010, with such payments treated as having been paid to such Technical Operations Participants during the Plan Year that such pay would have been paid if such new pay rates had been then in effect.

(ii) ***Qualified Technical Operations Participant.*** “Qualified Technical Operations Participant” shall mean a Technical Operations Participant who 1) has 30 or more years of Credited Service, 2) provides irrevocable notice of intent to retire during the TechOps 2003 Window Period, and 3) retires prior to December 31, 2003, under the early or normal retirement provisions of the Plan.

(iii) ***Technical Operations Participant.*** “Technical Operations Participant” shall mean a Participant who, at the time in question, is employed by the Sponsor and is included in the unit of employees covered by a collective bargaining agreement between the International Brotherhood of Teamsters, representing employees composing the craft or class of mechanics and related

employees, as certified by the National Mediation Board in case R-6513 on July 28, 1997, and the Sponsor

(iv) ***TechOps 2003 Window Period.*** “TechOps 2003 Window Period” shall mean the period beginning December 27, 2002 and ending July 1, 2003.

(b) ***Service.***

(i) ***Certain Pre-1999 Service Disregarded.*** Clause (a) of the second sentence of Section 2.1 shall not apply with respect to a Technical Operations Participant.

(ii) ***Pre-1984 Service.*** Any Technical Operations Participant who has at least one Hour of Service for the performance of duties on or after January 1, 2004, shall be entitled to any additional Years of Credited Service that would have been credited to the Technical Operations Participant under the terms of the Plan as of January 31, 1999, if service with Continental Airlines, Inc., Cargo Development Group, Inc., New York Airlines, Inc., People Express Airlines, Inc., Texas International Airlines, Inc. and Frontier Airlines, Inc. prior to 1984 were recognized under the Plan to the extent provided in Section 2.2; provided however, that no Technical Operations Participant shall receive more than a total of 30 Years of Credited Service for any purpose under this Plan. Further, Years of Credited Service shall be credited to a Technical Operations Participant under this Section 8.3(b)(ii) only to the extent that the same Years of Credited Service are not otherwise so credited.

(c) ***2003 Lump Sum Window Benefit.*** In addition to any benefit otherwise payable under the Plan, a Qualified Technical Operations Participant shall receive an additional lump sum benefit payable upon retirement in the amount of \$40,000.

(d) ***2003 Window Benefit.*** Any Technical Operations Participant who retires during the period beginning December 27, 2002 and ending December 31, 2003 shall receive a benefit equal to the greater of the amount, when expressed as actuarial equivalent payable in the Normal Form, of:

(i) the benefit determined under the applicable provisions of the Plan (which do not include Section 8.3(b)(ii)), plus the benefit described in Section 8.3(e), or

(ii) the benefit determined under applicable provisions of the Plan (excluding Section 8.3(e)), but with the additional service credit to which he or she would be entitled under Section 8.3(b)(ii) if the requirement of one Hour of Service for the performance of duties on after January 1, 2004 were disregarded.

(e) ***Alternative Additional Benefit.*** The benefit described in this Section 8.3(e) is a monthly amount, payable in the Normal Form, that is Actuarially Equivalent to a lump sum payment equal to \$2,000 multiplied by the Participant’s number of full Years of Service. For purposes of the immediately preceding sentence, the Participant’s

number of Years of Service shall be determined in the same manner as his or her number of Years of Credited Service, except that service shall not be disregarded solely because it occurred prior to any specified date, and Years of Service in excess of thirty years shall be disregarded. Only the Applicable Interest Rate and Applicable Mortality Table shall be applied in determining Actuarially Equivalent values under this Section 8.3(e).

(f) **Availability of Lump Sum Distribution Option.** Notwithstanding any contrary provision of the Plan, the lump sum option specified in Section 9.12(c) shall be available with respect to that portion of the Technical Operations Participant's benefit determined under Section 8.3(e).

(g) **Additional Benefit Not Permanent.** Notwithstanding any other provision of the Plan (including without limitation, the definition of "Accrued Benefit" set forth in Section 1.2), the benefit described in Section 8.3(c) and 8.3(d) shall not be a permanent part of the Plan, and shall not be taken into account in determining a Participant's Accrued Benefit. However, the benefit described in Section 8.3(c) shall be taken into consideration as an amount that would have been payable under the Qualified Joint and Survivor Annuity for purposes of determining the amount of the Qualified Preretirement Survivor Annuity in the case of a Participant who would have been a Qualified Technical Operations Participant if he had retired on the date of his death. Moreover, the benefit described in Section 8.3(d) shall be taken into consideration as an amount that would have been payable under the Qualified Joint and Survivor Annuity for purposes of determining the amount of the Qualified Preretirement Survivor Annuity in the case of a Technical Operations Participant who dies during the period beginning December 27, 2002 and ending December 31, 2003. The benefits described in Sections 8.3(c) and 8.3(d) shall be paid only to those eligible Participants who actually retire during the relevant period (or the Surviving Spouse of eligible Participants who actually die during the relevant period), and shall automatically expire without any further action by the Sponsor on December 31, 2003.

8.4 Dispatch Employees.

(a) **Definitions.**

(i) **Transport Workers Window Period.** "Transport Workers Window Period" shall mean the period beginning on July 1, 1998, and ending upon expiration of the term of the Transport Workers Agreement.

(ii) **Transport Workers Agreement.** "Transport Workers Agreement" shall mean that certain collective bargaining agreement between the Sponsor and the Transport Workers Union of America, AFL-CIO, signed July 16, 1998, effective July 1, 1998.

(iii) **Considered Compensation.** Considered Compensation shall include amounts paid to Dispatcher Participants:

(A) as a one-time lump sum payment as provided in Paragraph two (2) of the Letter of Agreement # 4 between the Company and the

Transport Workers Union of America executed as of January 1, 2010, with such payments treated as having been paid to such Dispatcher Participants during the 2009 calendar year, and

(B) special cash payments pursuant to the letter from the Company to the Transport Workers Union Local 542 dated June 4, 2012 regarding the relocation of dispatch operations.

(iv) ***Dispatcher Participant.*** “Dispatcher Participant” shall mean a Participant who, at the time in question, is employed by the Sponsor and is included in the unit of employees covered by a collective bargaining agreement between the Transport Workers Union of America and the Sponsor.

(v) ***Years of Vesting Service.*** An individual Dispatcher Participant described in the letter from the Company to the Transport Workers Union Local 542 regarding the relocation of dispatch operations shall be credited with additional Vesting Service under Section 2.4 through the last payment date of amounts paid to such Dispatcher Participant pursuant to such letter.

(vi) ***Years of Credited Service.*** An individual Dispatcher Participant described in the letter from the Company to the Transport Workers Union Local 542 regarding the relocation of dispatch operations shall be credited with additional Credited Service under Section 2.5 through the last payment date of amounts paid to such Dispatcher Participant pursuant to such letter.

(b) ***Certain Pre-1999 Service Disregarded.*** Clause (a) of the second sentence of Section 2.1 shall not apply with respect to a Participant covered by the Transport Workers Agreement who is or may become entitled to the benefit described in Section 8.4(d).

(c) ***Eligibility for Additional Benefit.*** A Participant shall be entitled to the additional benefits specified in Section 8.4(d) if he or she terminates employment:

- (i) during the Transport Workers Window Period,
- (ii) after attainment of Earliest Retirement Age, and
- (iii) while covered by the Transport Workers Agreement as it applies to dispatch employees.

(d) ***Amount of Additional Benefit.*** In addition to any benefit otherwise payable under the Plan, a Participant described in Section 8.4(d) shall receive a monthly amount, payable in the Normal Form, that is Actuarially Equivalent to a lump sum payment equal to \$2,000 multiplied by the Participant’s number of full Years of Service. For purposes of the immediately preceding sentence, the Participant’s number of Years of Service shall be determined in the same manner as his or her number of years of Credited Service, except that service shall not be disregarded solely because it occurred prior to any specified date, and Years of Service in excess of thirty years shall be disregarded.

Only the Applicable Interest Rate and Applicable Mortality Table shall be applied in determining Actuarially Equivalent values under this Section 8.4(d).

(e) ***Additional Benefit Not Applicable If Past Service Credit Provides Larger Benefit.*** Notwithstanding any other provision of the Plan, the benefit described in Section 8.4(d) shall not apply with respect to a Participant covered by the Transport Workers Agreement whose benefit determined by taking into account the benefit under Section 8.4(d) and disregarding clause (a) of the second sentence of Section 2.1, would be less than such Participant's benefit, determined by taking into account clause (a) of the second sentence of Section 2.1 and treating the Participant as entitled to no benefit under Section 8.4(d).

(f) ***Availability of Lump Sum Distribution Option.*** Notwithstanding any contrary provision of the Plan, the lump sum option specified in Section 9.12(c) shall be available with respect to the benefit described in Section 8.4(d).

(g) ***Additional Benefit Not Permanent.*** Notwithstanding any other provision of the Plan (including without limitation, the definition of "Accrued Benefit" set forth in Section 1.2), the benefit described in Section 8.4(d) shall not be a permanent part of the Plan, and shall not be taken into account in determining a Participant's Accrued Benefit. However, it shall be taken into consideration as an amount that would have been payable under the Qualified Joint and Survivor Annuity for purposes of determining the amount of the Qualified Preretirement Survivor Annuity in the case of a Participant who dies while satisfying all the conditions of Section 8.4(c). It shall be paid only to those eligible Participants who actually retire during the Transport Workers Window Period (or the Surviving Spouses of eligible Participants who actually die during the Transport Workers Window Period), and shall automatically expire without any further action by the Sponsor as of the last day of the Transport Workers Window Period.

8.5 Reservation Agents.

(a) ***Definition of Considered Compensation.*** Effective for amounts paid after December 31, 1998, Considered Compensation shall include commissions paid to reservations agents.

(b) ***Supplemental Retirement Window Benefit.*** Reservation agents shall be eligible for additional benefits to the extent provided in Section 8.6.

8.6 Field Services Employees, Reservation Agents, Flight Attendants, and Management and Clerical Employees.

(a) ***Definitions.***

(i) ***Supplemental Retirement Window Election Period.*** "Supplemental Retirement Window Election Period" shall mean the period beginning on April 1, 2001, and ending on June 30, 2001.

(ii) ***Supplemental Retirement Window Retirement Period.*** “Supplemental Retirement Window Retirement Period” shall mean the period beginning on April 1, 2001, and ending on December 31, 2001.

(b) ***Eligibility for Additional Benefit.*** A Participant shall be entitled to the additional benefits specified in Section 8.6(c) if he or she:

(i) is classified in the Employer’s records as a Field Services Employee, Reservation Agent, Flight Attendant, Management, or Clerical Employee;

(ii) as of June 30, 2001, will be or is at least 50 years of age and will have or has at least 20 Years of Credited Service, will be or is at least 55 years of age and will have or has at least 10 Years of Credited Service, or will be or is at least 65 years of age and will have or has at least one Year of Credited Service;

(iii) during the Supplemental Retirement Window Election Period, has at least one Hour of Service for the performance of duties with the Sponsor or other Employer that has adopted the Plan;

(iv) during the Supplemental Retirement Window Election Period, notifies the Employer in writing of his or her election to retire during the Supplemental Retirement Window Retirement Period;

(v) arranges with the Employer a mutually convenient date of Separation to occur during the Supplemental Retirement Window Retirement Period; and

(vi) incurs a Separation during the Supplemental Retirement Window Retirement Period on or about the mutually agreed date.

(c) ***Amount of Additional Benefit.*** In addition to any benefit otherwise payable under the Plan, a Participant described in Section 8.6(b) shall receive a monthly amount, payable in the Normal Form, that is Actuarially Equivalent to a lump sum payment equal to \$1,000 multiplied by the Participant’s number of full Years of Service, For purposes of the immediately preceding sentence, the Participant’s number of Years of Service shall be determined in the same manner as his or her number of years of Credited Service, except that service shall not be disregarded solely because it occurred prior to any specified date, and Years of Service in excess of thirty years shall be disregarded. Only the Applicable Interest Rate and Applicable Mortality Table shall be applied in determining Actuarially Equivalent values under this Section 8.6(c).

(d) ***Availability of Lump Sum Distribution Option.*** Notwithstanding any contrary provision of the Plan, the lump sum option specified in Section 9.12(c) shall be available with respect to the benefit described in Section 8.6(c).

(e) ***Additional Benefit Not Permanent.*** Notwithstanding any other provision of the Plan (including without limitation, the definition of “Accrued Benefit” set forth in

Section 1.2), the benefit described in Section 8.6(c) shall not be a permanent part of the Plan, and shall not be taken into account in determining a Participant's Accrued Benefit. However, it shall be taken into consideration as an amount that would have been payable under the Qualified Joint and Survivor Annuity for purposes of determining the amount of the Qualified Preretirement Survivor Annuity in the case of a Participant who dies while satisfying all the conditions of Section 8.6(b). It shall be paid only to those eligible Participants who actually retire during the Supplemental Retirement Window Retirement Period (or the Surviving Spouses of eligible Participants who actually die during the Supplemental Retirement Window Retirement Period), and shall automatically expire without any further action by the Sponsor as of the last day of the Supplemental Retirement Window Retirement Period.

8.7 Former Participants and Beneficiaries of Frozen Plans. Effective December 27, 1998, the Frozen Plans were merged into the Plan. The assets of the Frozen Plans were transferred to and held in the Trust as of that date. All Trust assets shall be available to pay benefits to former participants and beneficiaries of the Frozen Plans, as well as to Participants and Surviving Spouses as defined in ARTICLE I. The terms of the Frozen Plans are incorporated by reference as if set forth in full herein, but are modified to the extent necessary to reflect that benefits, if any, that would have been payable to a participant or beneficiary under any Frozen Plan shall instead be paid from this Plan. The amount, form, and time of commencement of any such benefit payable under this Plan shall be identical to the amount, form, and time of commencement of any such benefit that would have been payable under the Frozen Plan.

8.8 Certain RIP Participants.

(a) **Eligibility.** Every Employee who was a member in the Continental Air Lines, Inc. Retirement Income Plan ("RIP") on October 31, 1982 (except those who were eligible to elect early retirement on that date or would have been eligible to so select had such Employee joined RIP when first eligible) and who became a Participant in the Continental Retirement Security Plan as of November 1, 1982, shall be entitled to the benefits described in this Section 8.8. Except where the context otherwise requires, terms defined in this Section 8.8 apply only for purposes of Section 8.8.

(b) **Early Retirement Amount.** In addition to any other benefit provided under the Plan, any Participant described in Section 8.8(a) who retires on or after either (i) attaining age 55 and completing at least 10 Years of Vesting Service or (ii) attaining age 50 and completing at least 20 Years of Vesting Service (his or her "Early Vesting Date") shall be entitled to a monthly benefit equal to the monthly amount the Participant would have received under the annuity purchased for him or her upon termination of RIP ("RIP Annuity") if the RIP Annuity contained early commencement reduction factors set forth in RIP (prior to the 1982 amendment changing such factors) and if the Participant had elected to have payments under the RIP Annuity begin on the date of his or her retirement. The amount identified under the preceding sentence shall be paid to the Participant only during the period between his or her Early Vesting Date and the earliest date the Participant can elect or could have elected to receive in the same form the same

(or a greater) monthly income under the RIP Annuity using the actual early commencement reduction factors set forth in the annuity.

The amount described in the preceding paragraph shall be based upon an annuity for the life of the Participant unless the Participant elects another form of annuity permitted by RIP. Such election need not correspond with the actual form in which the RIP Annuity will be paid. If an alternate annuity payment form is selected, the payments shall be continued hereunder in the event of the death of the Participant to the Participant's Spouse or beneficiary for the lesser of (i) the period specified under the preceding paragraph or (ii) the period required to satisfy the optional payment form.

The maximum monthly amount to be provided under this Section 8.8 shall be limited to an amount which does not exceed (i) the monthly amount of a lifetime annuity commencing at age 65 based on the Participant's accumulated Retirement Benefits as of October 31, 1982 under the RIP, plus (ii) the monthly amount for the period described in the preceding sentence which is the actuarial equivalent of a stream of payments to be made from retirement to age 65 in an amount equal to the projected primary social security benefit the Participant will receive at age 65, assuming level earnings until he or she reaches age 65.

The Sponsor will maintain a list of the monthly payment amounts to be provided by each Participant's RIP Annuity.

(c) Disability Benefits. In addition to any disability benefit that may be provided by other provisions of this Plan, every Participant described in Section 8.8(a) who, prior to attaining age 65, incurs a Total and Permanent Disability (as the term is defined under Section 8.8(d) while a Participant shall be entitled to a disability benefit described in Sections 8.8(c) through 8.8(g). The foregoing notwithstanding, a Participant who is receiving a benefit from any other disability income plan or sick leave plan (other than this Plan) maintained by the Sponsor shall not be entitled to the benefit described in this Section 8.8, except for a disability income plan designed to provide retirement income that would have been earned under the Sponsor's retirement plans had the Participant not been disabled.

(d) Total and Permanent Disability. A Participant shall be deemed to be totally and permanently disabled, for the purposes of this Section 8.8 only, when on the basis of proof satisfactory to the Administrative Committee, the Administrative Committee finds:

(i) with respect to a Participant who has attained age 55, the permanent inability, because of physical or mental incapacity resulting from bodily injury or disease, of such Participant to perform his or her job or a comparable job with Continental Airlines, Inc.; or

(ii) with respect to a Participant who has not attained age 55, the permanent inability, because of physical or mental incapacity resulting from

bodily injury or disease, of such Participant to perform a job for the Sponsor in any capacity.

A Participant shall not be deemed disabled for the purposes of this Section 8.8 if, on the basis of proof satisfactory to the Administrative Committee, the Administrative Committee finds that his or her incapacity was contracted, suffered or incurred while he or she was engaged in a felonious enterprise or resulted therefrom, or resulted from (i) an intentionally self-inflicted injury, (ii) service in the armed forces of any country, (iii) addiction to narcotics or alcohol, or (iv) insurrection or riot.

(e) **Medical Examination.** Any Participant who is deemed to be disabled under Section 8.8(d) may be required to submit to a medical examination at any time, but not more often than semiannually, to determine whether he or she is eligible for continuance of his or her disability benefits. If, on the basis of such examination, it is found by the Administrative Committee that at any time prior to his or her attaining age 65 such disabled Participant (i) is no longer totally and permanently disabled as defined in Section 8.8(d); or (ii) has engaged in any gainful employment subsequent to his or her disability except employment for purposes of rehabilitation, the disability benefit of such Participant shall cease. In the event such Participant fails within 30 days after notice to submit to such a medical examination, his or her disability benefits will be discontinued until he or she submits to such examination, after which his or her continued eligibility may be determined as provided herein above. If the Administrative Committee determines on the basis of a medical examination that such Participant has sufficiently recovered to return to any regular work for the Sponsor, and such Participant refuses an offer of employment within the Sponsor, then his or her disability benefits shall cease.

(f) **Amount of Benefit.** The amount of disability benefit payable under this Section 8.8 to a disabled Participant shall be determined as follows:

(i) any Participant who has completed at least 15 Years of Vesting Service, or who has attained age 55 and has completed at least 10 Years of Vesting Service on the date he or she is deemed to have incurred a Total and Permanent Disability, shall be entitled to a monthly disability benefit equal to the monthly amount payable at age 65 under the RIP Annuity, and

(ii) any Participant who has not completed at least 15 Years of Vesting Service, or who has not attained age 55 and completed at least 10 Years of Vesting Service on the date he or she is deemed to have incurred a Total and Permanent Disability, shall be entitled to a monthly disability benefit equal to the monthly amount payable at age 65 under the RIP Annuity reduced by the applicable early commencement reduction factors set forth in the RIP (prior to the 1982 amendment changing such factors).

(g) **Commencement and Duration.** A disabled Participant shall commence to receive a monthly disability benefit payable under this Section 8.8 on the first day of the month next following the month in which the Participant applied therefor and after he or she has been deemed to have incurred a Total and Permanent Disability within the

meaning of Section 8.8(d). Such Participant shall continue to receive a monthly disability benefit until the earliest to occur of:

- (i) the Participant's recovery from Total and Permanent Disability as provided in Section 8.8(e);
- (ii) the Participant's death;
- (iii) the Participant's attainment of age 65, or the earliest date the Participant can elect to receive in the same form the same (or a greater) monthly income under the RIP Annuity, as the case may be.

The amount described in Section 8.8(f) shall be based upon an annuity for the life of the Participant unless the Participant elects another form of annuity permitted by RIP. Such election need not correspond with the actual form in which the RIP Annuity will be paid. If an alternate annuity form is selected, then payments shall be continued hereunder in the event of the death of the Participant to the Participant's Spouse or beneficiary for the lesser of (i) the period specified in clause (i) or (iii) of the second sentence of this Section 8.8(g), or (ii) the period required to satisfy the optional payment form.

(h) Survivor Benefits. In addition to any survivor benefits that may be provided by other provisions of this Plan, if a married Participant dies while in the employ of the Sponsor, after he or she has either (i) attained age 55 and completed at least 10 Years of Vesting Service or (ii) completed at least 20 Years of Vesting Service, but in either case before he or she has attained age 65, his or her Spouse shall be entitled to receive a survivor benefit under Sections 8.8(i) and 8.8(j).

(i) Amount of Benefits. The amount of the survivor benefit payable to the Spouse of a Participant described in Section 8.8(h) shall be equal to the present value (assuming interest at eight percent or at the rates in effect in January of the year of the death that the Pension Benefit Guaranty Corporation would use for a trustee single-employer plan to value a participant's benefit, whichever would produce a greater benefit, and 1984 Group Annuity Mortality Tables) of the difference between (i) the survivor benefit that would have been payable under the RIP using the applicable factors set forth under the RIP (prior to the 1982 amendment) and (ii) the greater of the survivor benefit that is actually payable under the RIP Annuity or the survivor benefit that would have been payable under the RIP Annuity if the Participant had not commenced receiving benefits under the RIP Annuity prior to his or her death.

(j) Payment of Benefits. The Spouse of a deceased Participant described in Section 8.8(h) shall receive a lump sum payment of the amount described in Section 8.8(i) as soon as practicable after the death of the Participant.

(k) Vesting and Accrual. The early retirement benefit under Section 8.8(b) is intended to be an ancillary early retirement supplement not subject to the highest early rule under Section 411(a)(8) of the Code. Persons who at the time they retire have not met the Early Vesting Date requirements are not eligible for the benefit under this Section 8.8. Persons who do not retire between the Early Vesting Date (if they have met the

requirements) and age 65 will not receive any benefit under this Section 8.8. The Sponsor may, by amendment of this Plan, eliminate the benefit provided by this Section 8.8 as to any employee who did not have a fully vested interest in his or her accrued benefit under RIP on the day before RIP was terminated.

(l) **Funding.** The Trustee shall maintain separate trust account records (the "Separate Trust Account") under the Trust Fund for the benefits provided by this Section 8.8. All contributions made by the Sponsor under this Section 8.8 shall be credited to the Separate Trust Account. At no time prior to the date upon which the Plan's liabilities for the benefits provided by this Section 8.8 for Participants (or their Spouses or beneficiaries) described in Section 8.8(a) who were fully vested under RIP on the day before its termination are fully discharged may any of the assets of the Separate Trust Account be used for any purpose other than providing such benefits to Participants (or their Spouses or beneficiaries). The Sponsor shall contribute to the Trust Fund in cash and/or in Sponsor stock (to the extent permitted in the Settlement Agreement among the Sponsor and certain employees dated as of May 19, 1983), for allocation to the Separate Trust Account, such amounts as may be required to fund the benefits provided by this Section 8.8 on an actuarially sound basis in compliance with the minimum funding requirements of ERISA. If assets remain in the Separate Trust Account after all liabilities for benefits hereunder have been satisfied and no further claims for benefits can be asserted, then the excess may be used to reduce the Sponsor's contributions required under other Articles of this Plan.

(m) **Maximum Benefits.** The maximum annual amount which may be provided to a Participant under this Section 8.8 shall not, when added to the annuity a Participant could elect to receive at the same time under the RIP Annuity purchased for him or her, exceed the limitations of Section 415 of the Code which are hereby incorporated by reference.

(n) **Termination.** Upon termination of the Plan, or upon a termination of employment of a group of Participants constituting a partial termination of the Plan, the assets of the Separate Trust Account created under this Section 8.8, or such assets attributable to the group of Participants involved in a partial termination, shall be liquidated (after provision is made for the expenses of liquidation) to provide for the payment of Section 8.8 benefits in the following order of preference:

(i) First, to provide for each Participant (or his or her Spouse or beneficiary) who either:

1) began to receive Section 8.8 benefits at least three years prior to the date of termination of the Plan, or

2) was eligible to retire and to begin to receive Section 8.8 benefits at least three years prior to the date of termination of the Plan, the smallest Section 8.8 benefits for such person which was or would have been payable at any time in such three-year period based on any Plan

provision in effect at any time during the five-year period ending on the date of termination of the Plan.

(ii) Second, to provide all or that part of the Section 8.8 benefit remaining after (i) above which is guaranteed under Section 4022 of ERISA for each Participant (or his or her Spouse or beneficiary) who qualifies under (i) above or who does not qualify under (i) above but who either:

1) began to receive Section 8.8 benefits prior to the date of termination of the Plan, or

2) could have begun to receive Section 8.8 benefits at the date of termination of the Plan if the Participant had retired on that date.

(iii) Third, to provide that part, if any, of the Section 8.8 benefit for each Participant (or his or her Spouse or beneficiaries) described in (i) or (ii) above, which is not provided for under (i) or (ii) above, in the following order of priority:

1) such part of the Section 8.8 benefits which would be provided under this Section 8.8 based on its provisions as in effect at the beginning of the five-year period ending on the date of termination of the Plan;

2) such part of the Section 8.8 benefits which would be provided under this Section 8.8 based on its most recent amendments effective during the five-year period ending on the date of termination of the Plan under which the assets would be sufficient to provide the benefits under this paragraph (iii) in full; and with any assets remaining thereafter to be allocated among the benefits which would be provided based on the next succeeding Plan amendment.

(iv) Fourth, to provide for each Participant (or his or her Spouse or beneficiaries) described in Section 8.8(a) who was fully vested under RIP on the day before its termination, that part, if any, of the Section 8.8 benefit not already provided under (i), (ii), or (iii) above in the order or priority described in (iii) 1) or (iii) 2) above.

(v) Fifth, to provide all other Section 8.8 benefits for each Participant in the order of priority described in (iii) 1) or (iii) 2) above.

If assets are available to satisfy in part one level or sublevel of priority described above, then those assets will be allocated on a pro rata basis based on the present value (as of the termination date) of the benefits described in that level or sublevel.

No liquidation of assets or payment of benefits (or provision therefor) shall actually be made by the Trustee until after it is advised by the Administrative Committee in writing that applicable requirements, if any, of ERISA governing termination of plans

have been, or are being, complied with and that appropriate authorizations, waivers, exemptions or variances have been, or are being, obtained.

The amount allocated for the benefit of each person in accordance with the provisions of this Section 8.8(n) shall be fully vested and nonforfeitable and shall be applied for the benefit of each such person, as determined by the Administrative Committee, either by cash payment (lump sum with the consent of the recipient if such distribution exceeds \$1,000 or in installments), by the purchase of a life insurance and/or annuity contract (including a variable annuity contract), or by the continuance of the Trust Fund and the payment of retirement benefits thereunder in such amounts as may be provided by the amounts so allocated.

The balance, if any, of the Separate Trust Account after all such allocations shall be returned to the Sponsor.

The Sponsor shall have no right or power to terminate the Plan as it relates to and provides for the benefits provided by Section 8.8 for Participants (or their Spouses or beneficiaries) described in Section 8.8(a) who were fully vested under RIP on the day before its termination until such time as all liabilities for such benefits for such Participants shall have been fully discharged by the purchase of annuities for or distributions to such Participants and their Spouses or beneficiaries.

(o) **Amendment.** The Sponsor shall have no right or power to amend the provisions of this Section 8.8 insofar as they relate to benefits provided for Participants (or their Spouses or beneficiaries) described in Section 8.8(a) who were fully vested under RIP on the day before its termination in a manner so as to reduce the benefits provided for such Participants by this Section 8.8 or otherwise adversely affect such Participants' right to such benefits except as necessary to maintain the qualified status of the Plan.

(p) **Retirement Security Fund.** The Trustee shall establish and maintain a Retirement Security Fund in accordance with Section 8.8 to fund the benefits to be provided under such Section 8.8, and such investment fund shall not contain either qualifying employer securities or qualifying employer real property, except to the extent permitted by the Settlement Agreement among the Sponsor and certain employees dated as of May 19, 1983.

8.9 Service Crediting for Participants with Recall Rights. Provisions of the Plan to the contrary notwithstanding, any individual (a) whose employment is subject to a collective bargaining agreement, (b) who has recall rights to the Sponsor pursuant to such collective bargaining agreement, and (c) who is employed by ExpressJet from and after the date of consummation of the initial public offering of the common stock of ExpressJet Holdings, Inc. (April 23, 2002), shall continue to be credited with Years of Eligibility Service and Years of Vesting Service for employment with ExpressJet, as if such employment were service with the Sponsor while not a member of the Eligible Class. Service with ExpressJet shall be treated in the manner specified in the immediately preceding sentence for so long as the individual has recall rights to the Sponsor, without regard to whether ExpressJet is or is not a participating Employer

at the time such service occurs; and the fact that one or more individuals may be entitled to imputed service credit under this Section shall not be taken into account in determining whether ExpressJet is maintaining the Plan for purposes of ERISA or the Code.

8.10 *Fleet Service Employees.*

(a) *Definitions.*

(i) **Considered Compensation.** Considered Compensation shall include amounts paid to Fleet Service Participants for retroactive pay reflecting new pay rates provided in the collective bargaining agreement between the Sponsor and the International Brotherhood of Teamsters effective December 31, 2010, with such payments treated as having been paid to such Fleet Service Participants during the Plan Year that such pay would have been paid if such new pay rates had been then in effect.

(ii) **Fleet Service Participant.** “Fleet Service Participant” shall mean a Participant who, at the time in question, is employed by the Sponsor and is included in the unit of employees covered by a collective bargaining agreement between the International Brotherhood of Teamsters, representing employees composing the craft or class of Fleet Service Employees, as certified by the National Mediation Board in Case No. R-7228 on February 16, 2010, and the Sponsor.

8.11 *Flight Attendants.*

(a) *Definitions.*

(i) **Considered Compensation.** Considered Compensation shall include amounts paid to Flight Attendant Participants for retroactive pay reflecting new pay rates provided in the Interim Agreement between the Sponsor and the International Association of Machinists and Aerospace Workers effective December 31, 2010, with such payments treated as having been paid to such Flight Attendant Participants during the Plan Year that such pay would have been paid if such new pay rates had been then in effect.

(ii) **Flight Attendant Participant.** “Flight Attendant Participant” shall mean a Participant who, at the time in question, is employed by the Sponsor and is included in the unit of employees covered by a collective bargaining agreement between the International Association of Machinists and Aerospace Workers and the Sponsor.

ARTICLE IX PAYMENT OF BENEFITS

9.1 Standard Form of Lifetime Benefits. Except as otherwise provided in Section 9.3, each Participant (a) who does not die before the Benefit Commencement Date and (b) who is married on the Benefit Commencement Date shall be paid in the form of a Qualified Joint and Survivor Annuity, unless he or she elects otherwise with the consent of his or her spouse. Except as otherwise provided in Section 9.3, each Participant who would be described in the immediately preceding sentence except that he or she is not married on the Benefit Commencement Date shall be paid in the form of a Life Only Annuity unless he or she elects otherwise.

9.2 Standard Form of Death Benefits. Except as otherwise provided in Section 9.3, a Surviving Spouse who is entitled to receive a death benefit under Section 7.1 and who does not waive such benefit shall receive such benefit in the form of a Qualified Preretirement Survivor Annuity. Except as otherwise provided in Section 9.3, a Surviving Domestic Partner who is entitled to receive a death benefit under Section 7.3(b) shall receive such benefit in the form of a Domestic Partner Preretirement Survivor Annuity.

9.3 Single Sum Payment of Small Amounts. Each Participant (a) who does not die before the Benefit Commencement Date and (b) whose vested Accrued Benefit is Actuarially Equivalent to an immediate single sum payment of \$1,000 or less, and (c) effective September 20, 2001, who is not in furlough status shall be paid in the form of an immediate single sum payment. A Surviving Spouse whose death benefit is Actuarially Equivalent to an immediate single sum payment of \$1,000 or less shall be paid in the form of a single sum payment. Further, a Surviving Domestic Partner whose death benefit is Actuarially Equivalent to an immediate single sum payment of \$1,000 or less shall be paid in the form of a single sum payment.

9.4 Commencement of Lifetime Benefits. A Participant's Deferred Vested Pension or Disability Pension shall commence on his or her Normal Retirement Date. A Participant's Early Retirement Pension shall commence on the first day of the month specified by the Participant that occurs on or after his or her Early Retirement Date. A Participant's Normal Retirement Pension or Deferred Retirement Pension shall commence on the Participant's Normal Retirement Date or Deferred Retirement Date, whichever is applicable. Notwithstanding the preceding provisions of this Section, (a) a Participant who has satisfied the service requirements for an Early Retirement Pension may direct that any Deferred Vested Pension or Disability Pension payable to him or her under the Plan shall be paid or commenced on the first day of any month on or after the date on which he or she satisfies the age requirement for an Early Retirement Pension, and (b) no distribution shall be made or commence before the first day of the month next following the first date on which commencement of distributions would be in compliance with the notice and consent requirements of this Article. A Participant shall be entitled to no benefits under the Plan unless he or she shall survive until his or her Benefit Commencement Date specified in this Section.

9.5 Actuarial Reduction of Payments Prior to Normal Retirement. Except as otherwise specifically provided, any pension that becomes payable hereunder prior to the

Participant's Normal Retirement Date shall be Actuarially Equivalent to a pension of the same type commencing on the Participant's Normal Retirement Date.

9.6 *Effect of Death Prior to Commencement of Payment.* The Participant or Beneficiary shall not be entitled to any benefit under the Plan unless he or she shall survive until his or her Benefit Commencement Date.

9.7 *Participant Consent to Early Distributions.* Notwithstanding any other provision of the Plan except the last sentence of this Section, no lifetime benefit shall be distributed or commence to be distributed to a Participant prior to his or her Normal Retirement Date without his or her consent, unless the benefit is payable in a single sum under Section 9.3. Any such consent shall be valid only if given not more than 180 days prior to the Participant's Benefit Commencement Date and after his or her receipt of the notice regarding lifetime benefits described in Section 9.11. The Participant's Consent shall not be required for a distribution required by Section 401(a)(9) or Section 415 of the Code.

9.8 *Commencement of Death Benefits.* A Participant's Surviving Spouse may direct that monthly payments under the Participant's death benefit commence on the first day of any month coincident with or next following the date on which the Participant would have attained his or her Earliest Retirement Age. Further, a Participant's Surviving Domestic Partner may direct that monthly payments under the Participant's death benefit commence on the first day of any month coincident with or next following the date on which the Participant would have attained his or her Earliest Retirement Age.

9.9 *Compliance with Statutory Requirements.* Notwithstanding any other provision of the Plan, all benefits payable under the Plan shall be distributed, or commence to be distributed, in compliance with the following provisions:

(a) ***Distribution of Lifetime Benefits.*** The entire interest of each Participant (i) shall be distributed to such Participant not later than the Required Beginning Date; or (ii) shall be distributed, not later than the Required Beginning Date, in accordance with Regulations, over the life of such Participant or over the lives of such Participant and a Surviving Spouse (or over a period not extending beyond the life expectancy of such Participant or the life expectancy of such Participant and a Surviving Spouse).

(b) ***Death Benefits After Commencement of Distribution.*** If the distribution of the Participant's interest has begun in accordance with clause (ii) of Section 9.9(a) and the Participant dies before his or her entire interest has been distributed to him or her, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used under such clause as of the date of his or her death.

(c) ***Death Benefits Prior to Commencement of Distribution.*** If a Participant dies before the distribution of the Participant's interest has begun in accordance with clause (ii) of Section 9.9(a), the entire interest of the Participant shall be distributed in accordance with Section 9.23.

(d) ***Limitations on Death Benefits.*** Benefits payable under the Plan shall not be provided in any form that would cause a Participant's death benefit to be more than

incidental. Any distribution required to satisfy the incidental benefit requirement shall be considered a required distribution for purposes of Section 401(a)(9) of the Code.

(e) Compliance with Section 401(a)(9). All distributions under the Plan shall be made in accordance with the requirements of Section 401(a)(9) of the Code and all Regulations promulgated thereunder. Effective for Participants who retire or reach age 70 ½, whichever is later, on or after January 1, 2002, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Code in accordance with the Regulations under Section 401(a)(9) of the Code that were proposed in January 2001, except that the applicable distribution period shall be determined without regard to the spouse's age. The preceding sentence shall continue in effect until the end of the last calendar year beginning before the effective date of final Regulations under Section 401(a)(9) of the Code or such other date specified in guidance published by the Internal Revenue Service. The provisions of the Plan reflecting Section 401(a)(9) of the Code override any distribution options in the Plan inconsistent with such Section, other than those complying with Sections 401(a)(11) and 417 of the Code.

(f) Compliance with Section 401(a)(14). Unless the Participant otherwise elects, the payment of benefits under the Plan to the Participant shall begin not later than the 60th day after the close of the Plan Year in which occurs the latest of (i) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age, (ii) the 10th anniversary of the year in which the Participant commenced participation in the Plan, or (iii) the Participant's Separation.

9.10 Waiver of Standard Forms. A valid election to waive the Qualified Joint and Survivor Annuity, the Life Only Annuity, or the Qualified Preretirement Survivor Annuity may be made only in accordance with the following provisions:

(a) General Requirements. Any such election shall be made in writing by the Participant and consented to by the Participant's spouse (if any). Any consent executed by the spouse shall be witnessed by a notary public. The consent to a waiver is valid only with respect to the spouse who signs it; and if the Participant remarries after executing the waiver, the Participant's new spouse must execute a new consent. An unmarried Participant shall be deemed to have waived the Qualified Preretirement Survivor Annuity; however, this deemed waiver shall be null and void if the Participant later marries.

(b) Terms of Waiver and Specific Consent. Except as otherwise provided in this Section, in the case of a waiver of the Qualified Joint and Survivor Annuity or the Life Only Annuity, both the Participant's waiver and the spouse's consent shall specify the particular optional form of benefit.

(c) Terms of General Consent. In lieu of a specific consent in the form described in Section 9.10(b) the spouse may execute a general consent permitting the Participant to waive the standard form of payment and change the optional form of benefit payment without any further consent by such spouse. Any such general consent shall acknowledge that the spouse has the right to limit consent to a specific optional

form of benefit, if applicable, and that the spouse voluntarily elects to relinquish such right. A general consent may be limited to certain forms of benefit payment.

(d) *Exceptions to Consent Requirement.* If the Participant establishes to the satisfaction of the Administrative Committee that the spouse's written consent cannot be obtained because there is no spouse or the spouse cannot be located, a waiver signed only by the Participant shall be considered a valid election. If the Participant's spouse is legally incompetent to give consent, the legal guardian of the spouse may give consent. If the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, spousal consent shall not be required unless a Qualified Domestic Relations Order provides otherwise. Spousal consent shall not be required for a distribution required by Section 401(a)(9) or Section 415 of the Code.

(e) *Election Period for Lifetime Benefits.* An election to waive the Qualified Joint and Survivor Annuity or the Life Only Annuity shall be valid only if it is made after the Participant has received the explanation described in Section 9.11(a) and prior to his or her Benefit Commencement Date. In the case of a Benefit Commencement Date that occurs on or after the Participant's Normal Retirement Date, an election to waive the Qualified Joint and Survivor Annuity or the Life Only Annuity shall apply to any benefits that accrue after the Benefit Commencement Date. In the case of a Benefit Commencement Date that occurs prior to the Participant's Normal Retirement Date, an election to waive the Qualified Joint and Survivor Annuity or the Life Only Annuity shall not apply with respect to any benefits accrued after such Benefit Commencement Date. An election to waive the Qualified Joint and Survivor Annuity or the Life Only Annuity with respect to such subsequently accrued benefits shall be valid only if it is made within the 180-day period that ends on the Benefit Commencement Date applicable to such benefits.

(f) *Pre-Age 35 Election Period for Qualified Preretirement Survivor Annuity.* A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special qualified election to waive the Qualified Preretirement Survivor Annuity for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election shall not be valid unless the Participant receives a written explanation of the Qualified Preretirement Survivor Annuity in such terms as are comparable to the information provided under Section 9.11. Qualified Preretirement Survivor Annuity coverage shall be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such day shall be subject to the full requirements of this Section.

(g) *Post-Age 35 or Post-Separation Election Period for Qualified Preretirement Survivor Annuity.* Except as otherwise provided in Section 9.10(f) and this Subsection, an election to waive the Qualified Preretirement Survivor Annuity shall be valid only if it is made on or after the first day of the Plan Year in which the Participant attains age 35 and before the Participant's death. If a Participant's Separation occurs prior to the first day of the Plan Year in which he or she attains age 35, with

respect to the Participant's Accrued Benefit as of the date of Separation, the election period shall begin on the date of Separation.

(h) Revocability. The spouse's consent to the waiver of the Qualified Joint and Survivor Annuity or the Qualified Preretirement Survivor Annuity shall be irrevocable. The Participant may revoke a prior waiver without his or her spouse's consent at any time during the election period described in Section 9.10(e).

9.11 Information Provided to Participants. Information regarding the form of benefits available under the Plan shall be provided to Participants in accordance with the following provisions;

(a) General Information. Except as otherwise provided in Section 9.11(e), each Participant shall be provided with a written general explanation or description of (i) the Qualified Joint and Survivor Annuity and the Qualified Preretirement Survivor Annuity (in the case of a married Participant) or the Life Only Annuity (in the case of an unmarried Participant), (ii) the circumstances in which benefits shall be provided in such forms unless the Participant has elected otherwise (with the consent of his or her spouse, if applicable), (iii) the rights of a Participant's spouse, (iv) the availability of such elections, (v) the relative financial effect on the Participant's benefit of any such election (vi) the eligibility conditions and other material features of the optional forms of benefit available under the Plan, (vii) a meaningful economic comparison of the relative values of the optional forms of benefit compared to the standard forms of benefit without the Participant having to make calculations using interest or mortality assumptions, along with the concept of relative value that complies with the requirements of Regulation § 1.417(a)(3)-1(c)(2)(v), and if reasonable estimates are used respecting the explanation of the financial effect of electing and the relative values of the optional forms of benefit as compared to the standard forms of benefit, such estimates and a statement that the Participant is entitled to receive more precise calculations upon request to the Administrative Committee, (viii) the Participant's right, if any, to defer receipt of the distribution, (ix) the availability of the specific information described in Section 9.11(b), and (x) the procedures for obtaining the specific information described in Section 9.11(b).

(b) Specific Information. A Participant shall be furnished, upon receipt by the Administrative Committee of a timely written request, with a written explanation of the terms and conditions of the Qualified Joint and Survivor Annuity and the Qualified Preretirement Survivor Annuity (in the case of a married Participant) or the Life Only Annuity (in the case of an unmarried Participant) and the financial effect upon the particular Participant's annuity of making any election under Section 9.10. Such financial effect shall be given in terms of dollars per annuity payment. A Participant shall be entitled to make only one such request with respect to either the Qualified Joint and Survivor Annuity or the Life Only Annuity, and one such request with respect to the Qualified Preretirement Survivor Annuity. The response to the Participant's request shall be personally delivered or mailed (first class mail, postage prepaid) to the Participant within 30 days from the date of the Participant's written request.

(c) ***Time for Giving Notice Regarding Qualified Preretirement Survivor Annuity.*** The written general explanation or description regarding the Qualified Preretirement Survivor Annuity shall be provided to the Participant during whichever of the following periods ends last:

(i) The period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year in which the Participant attains age 34;

(ii) The two-year period beginning one year prior to the date on which the Participant commences participation in the Plan;

(iii) The two-year period beginning one year prior to the date on which the Participant and his or her spouse become legally married; and

(iv) In the case of a Participant who incurs a Separation before attaining age 35, the two-year period beginning one year before such Separation.

(d) ***Time for Giving Notice Regarding Lifetime Benefits.*** Except as otherwise provided in this Section, the written general explanation or description regarding the Qualified Joint and Survivor Annuity (in the case of a married Participant), the Life Only Annuity (in the case of an unmarried Participant), and any optional forms of benefit available under the Plan shall be provided to Participants no less than 30 days and no more than 180 days before the Benefit Commencement Date. A participant may elect (with any applicable spousal consent) to waive the requirement that the written explanation be provided at least 30 days before the Benefit Commencement Date, in which case the distribution shall commence not less than eight days after such explanation is provided.

(e) ***Exception for Participants with Small Benefit Amounts.*** Notwithstanding the preceding provisions of this Section, no information regarding any form of benefit payable in whole or in part during the life of the Participant shall be provided to the Participant if his or her benefit is payable in a single sum under Section 9.3.

9.12 *Optional Forms of Payment.* A Participant who makes an election (with the consent of his or her spouse, if necessary) under Section 9.10 or a Beneficiary entitled to a Qualified Preretirement Survivor Annuity under Section 7.1 or a Domestic Partner Preretirement Survivor Annuity under Section 7.3 may elect to receive the benefits payable under the Plan in one of the following forms:

(a) ***Life Only Annuity.*** An annuity for the life of the Participant with no further payments from the Plan on his or her behalf after his or her death.

(b) ***Contingent Annuity.*** An annuity under which reduced Actuarially Equivalent payments are made to the Participant during the Participant's lifetime, with payments continuing after the Participant's death to his or her Spouse, in an amount equal

to 50%, 66²/₃%, 75% or 100% of the payments previously payable to the Participant, for the lifetime of the Spouse.

(c) **Lump Sum.** The Actuarially Equivalent value of the Participant's Accrued Benefit is paid in one sum; provided, however, that a lump sum can be elected by the Participant only with respect to the Normal Retirement Pension, Early Retirement Pension, Deferred Retirement Pension, and Disability Pension payable under Sections 4.2, 4.4, 4.5, and 6.3, respectively. A lump sum can be elected by the Surviving Spouse of a Participant with respect to the death benefit payable under Section 7.1 only if the Participant's death occurs on or after his or her attainment of either Early Retirement Age or Normal Retirement Age. A lump sum can be elected by the Surviving Domestic Partner of a Participant with respect to the death benefit payable under Section 7.3 only if the Participant's death occurs on or after his or her attainment of either Early Retirement Age or Normal Retirement Age.

(d) **ExpressJet Lump Sum.** Solely for purposes of determining whether such Participant qualifies for a lump sum payment pursuant to Section 9.12(c), a Participant who, as of the date of consummation of the initial public offering of ExpressJet Holdings, Inc. (April 23, 2002), (i) was a Participant in the Plan and (ii) an employee of ExpressJet, shall be given age and service credit for all such Participant's continuous employment from and subsequent to the date of such initial public offering with ExpressJet (and any successor thereto), the Sponsor, and any Affiliated Employer of the Sponsor as though such service were with the Sponsor. For purposes of this Section 9.12(d) only, any such credit shall cease on the earlier of (i) the first date such Participant ceases to be actively employed by or on an approved leave of absence from ExpressJet (or any successor thereto), the Sponsor, or any Affiliated Employer of the Sponsor for more than 30 consecutive days, or (ii) the date of the distribution. The Administrative Committee may, in its discretion, require any Participant claiming to qualify for a lump sum pursuant to this Section 9.12(d) to supply proof of such continuous service. The Administrative Committee shall have sole discretion to determine whether such service is continuous for purposes of this Section 9.12(d). For purposes of determining the first date that a Participant described in this Section 9.12(d) is entitled to a lump sum payment pursuant to Section 9.12(c), a Participant shall be deemed to have had a separation as of the earlier of (i) the date he or she terminates his or her employment with ExpressJet, or (ii) the date that ExpressJet ceases to be an Employer under the Plan.

(e) **Domestic Partner Joint and Survivor Annuity.** A Participant with a Domestic Partner shall be entitled to elect to receive the benefits payable under the Plan in the form of a Domestic Partner Joint and Survivor Annuity.

An election of an option available under this Section shall be made, revoked, or changed by a Participant (with the consent of his or her spouse, if required) within the time period specified in Section 9.10. An election of an option or a change or rescission of one must be made by executing and properly filing the form or forms approved by the Administrative Committee. Proof of age and other information may be required by the Administrative Committee.

9.13 *Death of Joint Annuitant.* If a Participant's joint annuitant dies before a Participant's Benefit Commencement Date, any otherwise applicable joint and survivor form of pension shall become inapplicable, and the Participant shall instead receive the benefit payable under Section 9.1. If the Participant's joint annuitant dies on or after the date any joint and survivor annuity is to begin, that annuity shall continue under its terms and the amount of the Participant's pension shall not be increased.

9.14 *Direct Transfer of Eligible Rollover Distribution.* If the distributee of any Eligible Rollover Distribution (a) elects to have such distribution paid directly to an Eligible Retirement Plan, and (b) specifies the Eligible Retirement Plan to which such distribution is to be paid (in such form and at such time as the Administrative Committee may prescribe), such distribution shall be made in the form of a direct trustee-to-trustee transfer to the Eligible Retirement Plan so specified. The immediately preceding sentence shall apply only to the extent that the Eligible Rollover Distribution would be includable in gross income if not transferred as provided in such sentence (determined without regard to Sections 402(c) and 403(a)(4) of the Code).

9.15 *Qualified Domestic Relations Order.* Payment shall be made in accordance with the provisions of any Qualified Domestic Relations Order.

9.16 *Distributions to Disabled.* If the Administrative Committee determines that any person to whom a payment is due is unable to care for his or her affairs because of physical or mental disability, it shall have the authority to cause the payments to be made to the spouse, brother, sister, or other person the Administrative Committee determines to have incurred, or to be expected to incur, expenses for that person unless a prior claim is made by a qualified guardian or other legal representative. The Administrative Committee shall not be responsible to oversee the application of those payments. Payments made pursuant to this power shall be a complete discharge of all liability under the Plan. Any amount payable to a minor under any provision of this Plan including the foregoing provisions of this Section may be paid directly to the minor. The receipt by the minor shall be a complete discharge of all liability under the Plan.

9.17 *Missing Recipients.* The Administrative Committee shall make reasonable efforts to locate any person entitled to a distribution. Such efforts shall include utilization of the services of the Social Security Administration and the Internal Revenue Service to attempt to ascertain the current mailing address of any such person or for the purpose of forwarding correspondence from the Plan to any such person. If the efforts to locate a person entitled to a distribution are unsuccessful, the Administrative Committee may instruct the Trustee to distribute such benefits into an interest-bearing federally-insured bank account opened in such person's name or to purchase an annuity for such person. Such person shall have an unconditional right to withdraw funds from any such bank account. All ordinary and reasonable expenses incurred in connection with attempting to locating a person entitled to benefits under the Plan and in establishing an account or purchasing an annuity for a person who cannot be located shall be deducted from the benefit payable to such person.

In the event of the termination of the Plan, amounts payable to persons who cannot be located that have not previously been forfeited and reallocated shall be transferred to the Pension Benefit Guaranty Corporation in accordance with section 4050 of ERISA.

If a person who is entitled to a distribution cannot be located within 60 days after the commencement of efforts to locate such person by the Administrative Committee, payment of that person's benefit shall be suspended. Any such person may file a claim for benefits at any time prior to the termination of the Plan and the complete distribution of the Trust Fund. Upon receipt of such a claim, the suspended benefit shall be paid to the claimant in the manner provided in the Plan Document. If the Plan is joined as a party to any escheat proceeding involving such a benefit, the Plan shall comply with the final judgment and shall treat the judgment as if it were a claim filed by the Participant or Beneficiary and shall pay in accordance with that judgment.

9.18 Reemployment After Commencement of Benefit Payments.

(a) **Suspension of Benefit Payments.** Notwithstanding any other provision of the Plan, any pension payments otherwise payable to a Participant for any calendar month during which he or she is engaged in Disqualifying Employment shall be permanently withheld.

(b) **Resumption of Payments.** Pension payments that have been suspended under this Section shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be engaged in Disqualifying Employment, provided that the Participant has complied with any procedure adopted by the Administrative Committee for notifying the Plan that he or she has ceased such employment. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of employment and the resumption of payments, less any amounts which are subject to offset.

(c) **Recalculation of Retirement Benefit.** The benefit payable upon resumption of benefit payments shall be equal to the Participant's benefit as of the date of his or her subsequent Separation reduced by the Actuarial Equivalent of payments previously made to him or her.

(d) **Offset of Erroneous Payments.** Any payments erroneously made by the Plan in violation of Section 9.18(a) shall be deducted from future benefit payments to be made by the Plan to the Participant or his or her Beneficiary, provided that such deduction does not exceed in any one month 25 percent of that month's total benefit payment which would have been due but for the offset (excluding the initial payment described in Section 9.18(b), which shall be subject to offset without limitation).

(e) **Notice of Suspension.** The Plan shall notify the Participant by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notification shall contain a description of the specific reasons why benefit payments are being suspended, a general description of the Plan provisions relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations can be found in section 2530.203-3 of the Code of Federal Regulations. The suspension notification shall also inform the Participant of the Plan's procedure for

affording a review of the suspension of benefits. Request for such reviews shall be considered in accordance with the claims procedure set forth in Sections 9.20 and 9.20(b). The suspension notification shall also describe the procedure for filing a benefit resumption notice and include the forms (if any) which must be filed. If the Plan intends to offset any suspendible amounts actually paid during the Participant's period of Disqualifying Employment, the notification shall identify specifically the period Disqualifying Employment, the suspendible amounts which are subject to offset, and the manner in which the Plan intends to offset such suspendible amounts. If the Plan's summary plan description contains information which is substantially the same as information required by this Section, the suspension notification may refer the Participant to relevant pages of the summary plan description for information as to a particular item, provided that the Participant is informed of how to obtain a copy of the summary plan description, or relevant pages thereof, and provided requests for referenced information are honored within a reasonable period of time, not to exceed 30 days.

(f) Participant Required to Notify Plan of Employment. A Participant must notify the Plan of any employment. The Plan may request from a Participant access to reasonable information for the purpose of verifying such employment. A Participant must, at such time and with such frequency as may be reasonable, as a condition to receiving future benefit payments, either certify that he or she is unemployed or provide factual information sufficient to establish that any employment does not constitute Disqualifying Employment if specifically requested by the Administrative Committee. Once a Participant has furnished the required certification or information, the Plan shall forward, at the next regularly scheduled time for payment of benefits, all payments which had been withheld pursuant to this Section except to the extent that payments may be withheld and offset pursuant to other provisions of this section.

(g) Advance Determination Regarding Contemplated Employment. The Administrative Committee shall adopt a procedure, and so inform Participants, whereunder a Participant may request, and the Administrative Committee in a reasonable amount of time will render, a determination of whether specific contemplated employment will be Disqualifying Employment. Requests for status determinations may be considered in accordance with the claims procedure set forth in Sections 9.20 and 9.20(b).

(h) Presumption of Disqualifying Employment. Whenever the Administrative Committee becomes aware that a Participant is engaged in Disqualifying Employment and the Participant has not complied with the Plan's reporting requirements with regard to that employment, the Administrative Committee may, unless it is unreasonable under the circumstances to do so, act on the basis of a rebuttable presumption that the Participant had worked a period exceeding the Plan's minimum number of hours for that month.

(i) Disclosure. The employment verification requirements and the nature and effect of the presumption described in Section 9.18(h) shall be described in the Plan's summary plan description and in any communication to Participants which relates to such verification requirements (for example, employment reporting reminders or forms), and

retirees must be furnished with such disclosure, whether through receipt of the above communications or by special distribution, at least once every 12 months.

9.19 Recoupment of Overpayments. In the event of a mistaken payment or an overpayment of a benefit by the Plan, the Administrative Committee shall attempt to recoup such overpayment and may also reduce payment of benefits hereunder to recover such overpayment, with interest at a rate determined by the Administrative Committee.

9.20 Claims Procedure Prior to January 1, 2002.

(a) **Initial Claims.** When a benefit is or is about to be due, the Participant or Beneficiary must submit a claim to the personnel office of his or her most recent Employer. Under normal circumstances, a final decision shall be made as to a claim within 90 days after receipt of the claim. If the Administrative Committee notifies the claimant in writing during the initial 90-day period, it may extend the period up to 180 days after the initial receipt of the claim. The written notice must contain the circumstances necessitating the extension and the anticipated date for the final decision. If a claim is denied during the claims period, the Administrative Committee must notify the claimant in writing. The denial must include the specific reasons for it, the Plan provisions upon which the denial is based, and the claims review procedure. If no action is taken during the claims period, the claim is treated as if it were denied on the last day of the claims period.

(b) **Claims Appeals.** If a Participant's or Beneficiary's claim is denied and he or she wants a review, he or she must apply to the Administrative Committee in writing. That application can include any comment or argument the claimant wants to make. The claimant can either represent himself or appoint a representative, either of whom has the right to inspect all documents pertaining to the claim and its denial. The Administrative Committee can schedule any meeting with the claimant or his or her representative that it finds necessary or appropriate to complete its review. If the claimant does file a request for review, his or her request shall include a description of the issues and evidence he or she deems relevant. Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim. The request for review must be filed within 90 days after the denial. If it is not, the denial becomes final. If a timely request is made, the Administrative Committee must make its decision, under normal circumstances, within 60 days of the receipt of the request for review. However, if the Administrative Committee notifies the claimant prior to the expiration of the initial review period, it can extend the period of review up to 120 days following the initial receipt of the request for a review. All decisions of the Administrative Committee must be in writing and must include the specific reasons for its action and the Plan provisions on which its decision is based. If a decision is not given to the claimant within the review period, the claim is treated as if it were denied on the last day of the review period.

(c) **Claims Regarding ERISA.** A Participant or Beneficiary alleging a violation of or seeking any remedy under any provision of ERISA shall also be subject to

the claims procedure described in this Section. Any such claim shall be filed within 90 days of the time the claim arises or it shall be deemed waived and abandoned.

(d) Exhaustion of Administrative Remedies and Deadline for Commencing Legal Action. A Participant or Beneficiary must follow the procedures described in this Section before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal actions initiated by a Participant or Beneficiary for benefits under the Plan shall be brought by the Participant or Beneficiary no later than one year following a final decision on the claim for benefits. The one year statute of limitations on suits for benefits shall apply in any forum where a Participant or Beneficiary initiates such a suit.

9.21 Claims Procedure on and After January 1, 2002.

(a) Filing of Benefit Claim. To file a claim for a Plan benefit, a Claimant must file a written claim for a Plan benefit with the Benefits Administrator. If the Claimant needs additional information regarding his or her Plan benefit, he or she may obtain any relevant information (including, but not limited to, a copy of the Plan document and the Summary Plan Description) by submitting a written request to the Benefits Administrator describing the additional information needed.

(b) Processing of Benefit Claims. Upon receipt of a written claim for a Plan benefit from a Claimant, the Benefits Administrator shall determine if the Claimant's right to the requested Plan benefit, payable at the time or times and in the form requested is clear and, if so, shall process such claim without resort to the Administrative Committee. If the Benefits Administrator determines that the Claimant's right to the requested Plan benefit, payable at the time or times and in the form requested is not clear, it shall refer the claim to the Administrative Committee for review and determination, which referral shall include:

(i) All materials submitted to the Benefits Administrator by the Claimant in connection with the claim;

(ii) A written description of why the Benefits Administrator was of the view that the Claimant's right to the Plan benefit, payable at the time or times and in the form requested, was not clear;

(iii) A description of all Plan provisions pertaining to the Plan benefit claim;

(iv) Where appropriate, a summary as to whether such Plan provisions have in the past been consistently applied with respect to other similarly situated Claimants; and

(v) Such other information as may be helpful or relevant to the Administrative Committee in its consideration of the claim.

If the Claimant's claim is referred to the Administrative Committee, the Claimant may examine any relevant document relating to his or her claim and may submit written comments or other information to the Administrative Committee to supplement his or her claim for a Plan benefit. Within 30 days of receipt from the Benefits Administrator of a benefit claim referral or such longer period as may be necessary due to unusual circumstances or to enable the Claimant to submit comments but in any event not later than will permit the Administrative Committee sufficient time to rally and fairly consider the claim and make a determination within the time frame provided in Section 9.21(c) below, the Administrative Committee shall consider the referral regarding the claim of the Claimant and make a decision as to whether it is to be approved, modified or denied. If the claim is approved, the Administrative Committee shall direct the Benefits Administrator to process the approved claim as soon as administratively practicable.

(c) Upon Notification of Adverse Benefit Determination. In any case of an Adverse Benefit Determination of a claim for a Plan benefit, the Benefits Administrator or the Administrative Committee, as applicable, shall furnish written notice to the affected Claimant within a reasonable period of time but not later than ninety days after receipt of such claim for Plan benefits (or within 180 days if special circumstances necessitate an extension of the ninety-day period and the Claimant is informed of such extension in writing within the ninety-day period and is provided with an extension notice consisting of an explanation of the special circumstances requiring the extension of time and date by which the benefit determination will be rendered). Any notice denying a benefit claim in whole or in part shall, in a manner calculated to be understood by the Claimant:

(i) State the specific reason or reasons for the adverse determination;

(ii) Provide specific reference to pertinent Plan provisions on which the adverse determination is based;

(iii) Describe any additional material or information necessary for the Claimant to perfect the claim and explain why such material or information is necessary; and

(iv) Describe the review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

(d) Review of Adverse Benefit Determination. A Claimant has the right to have an Adverse Benefit Determination reviewed in accordance with the following claims review procedure:

(i) The Claimant must submit a written request for such review to the Administrative Committee not later than 60 days following receipt by the Claimant of the Adverse Benefit Determination notification;

(ii) The Claimant shall have the opportunity to submit written comments, documents, records, and other information relating to the claim for Plan benefits to the Administrative Committee;

(iii) The Claimant shall have the right to have all comments, documents, records, and other information relating to the claim for Plan benefits that have been submitted by the Claimant considered on review without regard to whether such documents, records or information were considered in the initial benefit determination; and

(iv) The Claimant shall have reasonable access to, and copies of, all documents, records, and other information relevant to the claim for Plan benefits free of charge upon request, including (A) documents, records or other information relied upon for the benefit determination, (B) documents, records or other information submitted, considered, or generated without regard to whether such document, record or other information was relied upon in making the benefit determination, and (C) documents, records or other information that demonstrates compliance with the standard claims procedure.

The decision on review by the Administrative Committee will be binding and conclusive upon all persons and the Claimant shall neither be required nor permitted to pursue further appeals to the Administrative Committee.

(e) Notification of Benefit Determination on Review. Notice of the Administrative Committee's final benefit determination regarding an Adverse Benefit Determination will be furnished in writing or electronically to the Claimant after a full and fair review. Notice of an Adverse Benefit Determination upon review will:

(i) State the specific reason or reasons for the Adverse Benefit Determination;

(ii) Provide specific reference to pertinent Plan provisions on which the Adverse Benefit Determination is based;

(iii) State that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to (within the meaning of Department of Labor Regulations § 2560.503-1(m)(8)) the Claimant's claim for Plan benefits;

(iv) Describe the Claimant's right to bring an action under section 502(a) of ERISA; and

(v) Include the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor."

The Administrative Committee shall notify a Claimant of its determination on review with respect to the Adverse Benefit Determination of the Claimant within a reasonable period of time but not later than 60 days after the receipt of the Claimant's request for review unless the Administrative Committee determines that special circumstances require an extension of time for processing the review of the Adverse Benefit Determination. If the Administrative Committee determines that such extension of time is required, written notice of the extension (which shall indicate the special circumstances requiring the extension and the date by which the Administrative Committee expect to render the determination on review) shall be furnished to the Claimant prior to the termination of the initial 60-day review period. In no event shall such extension exceed a period of 60 days from the end of the initial 60-day review period.

(f) Exhaustion of Administrative Remedies. Completion of the claims procedures described in this Article will be a condition precedent to the commencement of any legal or equitable action in connection with a claim for Plan benefits by a Claimant or by any other person or entity claiming rights individually or through a Claimant; provided, however, that the Administrative Committee may, in its sole discretion, waive compliance with such claims procedures as a condition precedent to any such action.

(g) Payment of Benefits. If the Administrative Committee determines that a Claimant is entitled to a Plan benefit hereunder, payment of such Plan benefit will be made to such Claimant as soon as administratively practicable after the date the Administrative Committee determines that such Claimant is entitled to such Plan benefit or on any other later date designated by and in the discretion of the Administrative Committee.

(h) Authorized Representative. An authorized representative may act on behalf of a Claimant in pursuing a benefit claim or an appeal of an Adverse Benefit Determination. An individual or entity will only be determined to be a Claimant's authorized representative for such purposes if the Claimant has provided the Administrative Committee with a written statement identifying such individual or entity as his or her authorized representative and describing the scope of the authority of such authorized representative. In the event a Claimant identifies an individual or entity as his or her authorized representative in writing to the Administrative Committee but fails to describe the scope of the authority of such authorized representative, the Administrative Committee shall assume that such authorized representative has full powers to act with respect to all matters pertaining to the Claimant's benefit claim under the Plan or appeal of an Adverse Benefit Determination with respect to such benefit claim.

9.22 Corrective Process. In the event the Sponsor determines that compliance corrections are appropriate to maintain the qualified status of the Plan or to comply with fiduciary obligations, corrective procedures shall be determined by the Sponsor in a manner consistent with appropriate correction principles to correct the effects of past administrative, operational, or other errors relating to Plan administration. To the extent that the Sponsor determines that amounts have been distributed from the Plan in excess of benefits payable by the Plan, the Sponsor shall take appropriate steps to recover such amounts from the individuals who have received such overpayments unless the Employer pays such amounts to the Trust Fund on

such individuals' behalf. In the event such amounts are not recovered from such individuals, restoration shall be made by the Employer, or if appropriate, another person. In the event benefits have been underpaid, the calculation of the corrective distribution shall be made in accordance with established corrective principles, and such distribution shall, unless otherwise specifically specified in the Plan, be adjusted with interest using Plan Actuarially Equivalent assumptions considering the time of the underpayment and the time of the corrective distribution.

9.23 Minimum Distribution Requirements.

(a) The provisions of this Section 9.23 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 Distribution Calendar Year. The foregoing notwithstanding, distributions made from the Plan for Distribution Calendar Years 2003, 2004 and 2005 will not fail to satisfy the requirements and rules of this Section 9.23 if they were based upon a reasonable and good faith interpretation of section 401(a)(9) of the Code.

(b) The requirements of this Section 9.23 will take precedence over any inconsistent provisions of the Plan.

(c) All distributions required under this Section 9.23 will be determined and made in accordance with the Regulations under Section 401(a)(9) of the Code.

(d) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, 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 70½, if later.

(ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this Section 9.23(d) (disregarding item (i) above), will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 9.23(d) and Section 9.23(g) below, distributions are considered to begin on the Participant's Required Beginning Date (or, if item (iv) applies, the date distributions are required to begin to the Surviving Spouse under item (i) above). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under item (i) above), the date distributions are considered to begin is the date distributions actually commence. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 9.23(e), (f) and (g), whichever is applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Regulations promulgated thereunder and, if the annuity contract is purchased after the Required Beginning Date, the first payment interval must begin on or before the annuity contract purchase date and the payment required for one payment interval must be made no later than the end of such payment interval.

(e) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity must satisfy the following requirements:

(i) The annuity distributions will be paid in periodic payments made at uniform intervals not longer than one year.

(ii) The distribution period will be over a life (or lives) with or without a period certain or over a period certain only, not longer than the period described in Sections 9.23(f) or (g).

(iii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted unless such change is permitted under and complies with A-13 of Regulation § 1.401(a)(9)-6.

(iv) Payments will either be nonincreasing (disregarding ancillary death benefits in the case of payments made upon the death of the Participant) or increase only as follows:

1) by an annual percentage increase that does not exceed the annual percentage increase in an Eligible Cost-of-Living Index for a twelve-month period ending in the year in which the increase occurs or the prior year;

2) by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an Eligible Cost-of-Living Index since the Benefit Commencement Date or, if later, the date of the most recent percentage increase;

3) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 9.23(f) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

4) to provide cash refunds of employee contributions upon the Participant's death;

5) to pay increased benefits that result from a Plan amendment;

6) to allow a beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death; or

7) to the extent permitted under items (c) and (d) of A-14 of Regulation § 1.401(a)(9)-6 (regarding permitted increases under certain annuity contracts purchased from an insurance company and additional permitted increases for annuities payable from a trust for certain de minimis increases, payments upon death or as a result of certain dividend payments).

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under item (i) or (ii) of Section 9.23(d)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the bi-monthly, monthly, semi-annually, annually or other, as applicable, periods for which payments are received. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year must be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date. Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year must commence to be distributed in accordance with the provisions of this Section 9.23 beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such additional benefit amount accrues.

(f) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, the periodic annuity payment payable to the Designated Beneficiary after the Participant's death must not at any time after the Participant's Required Beginning Date exceed the applicable percentage of the annuity payment payable to the Participant using the table set forth in A-2 of Regulation § 1.401(a)(9)-6. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will

apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain. Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in A-2 of Regulation § 1.401(a)(9)-9 for the calendar year that contains the Participant's Benefit Commencement Date. If the Benefit Commencement Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in A-2 of Regulation § 1.401(a)(9)-9 plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Benefit Commencement Date. If the Participant's spouse is the Participant's sole Designated Beneficiary, the period certain may not exceed the Joint and Last Survivor Expectancy of the Participant and the Participant's spouse, if longer than the applicable distribution period for the Participant as determined under this Section 9.23(f), provided the period certain is not provided in conjunction with a life annuity.

(g) If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in item (i) or (ii) of Section 9.23(d), whichever is applicable, over the life of the Designated Beneficiary or over a period certain not exceeding:

(i) Unless the Benefit Commencement Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death determined for the Distribution Calendar Year that contains the Benefit Commencement Date; or

(ii) If the Benefit Commencement Date is before the first Distribution Calendar Year, the Life Expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Benefit Commencement Date. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant dies before the date distribution of his or her interest begins, the Participant's Surviving Spouse is the participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section 9.23(g) will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to item (i) of Section 9.23(d). Notwithstanding the foregoing, Participants or beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Section 9.23(d) and the foregoing provisions of this Section 9.23(g) applies to distributions after the death of a Participant who has a

Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 9.23(d), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, Surviving Spouse's) death. If neither the Participant nor beneficiary makes an election under this Section 9.23(g), distributions will be made in accordance with Section 9.23(d) and the foregoing provisions of this Section 9.23(g).

(h) For purposes of this Section 9.23, payments made by the Plan to a Participant's child following the death of the Participant are treated as if made to a Surviving Spouse of the Participant until the child reaches the age of majority under applicable state law (or dies, if earlier) provided that such payments become payable to the Participant's Surviving Spouse upon cessation of such payments to the child if such Surviving Spouse is then living. A child who has not completed a specified course of education and is under the age of 26 or who is disabled within the meaning of Section 72(m)(7) of the Code is not deemed to have reached the age of majority for purposes of the preceding sentence.

(i) For purposes of this Section 9.23, the following terms shall be defined as follows:

(i) Designated Beneficiary. The individual who is the Beneficiary under the Plan and is a Designated Beneficiary under Section 401(a)(9) of the Code and Regulation § 1.401(a)(9)-4, Q&A-1.

(ii) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 9.22(d) above.

(iii) Eligible Cost-of-Living Index. Any index described in items (b)(2), (b)(3) or (b)(4) of A-14 of Regulation § 1.401(a)(9)-6.

(iv) Joint and Last Survivor Expectancy. Joint and last survivor expectancy as computed by use of the Joint and Last Survivor Table in Regulation § 1.401(a)(9), A-3.

(v) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Regulation § 1.401(a)(9)-9, A-1.

9.24 Special Effective Date for Domestic Partner Benefits. The provisions in Sections 7.3, 9.2, 9.3, 9.8 and 9.12 relating to distribution options and survivor benefits applicable to a Participant with a Domestic Partner (or a deceased Participant with a Surviving Domestic Partner) and the related definitions in Sections 1.25, 1.26, 1.27, and 1.88, shall be effective with respect to any Participant whose death or Benefit Commencement Date occurs

during the period beginning on October 1, 2010 and, in the event that the Defense of Marriage Act, P.L. No. 104-199, 110 Stat. 2419 (1996), is declared unconstitutional by the United States Supreme Court or is amended or repealed by the United States Congress, so that same-sex marriage or civil union in accordance with state law is recognized for purposes of Sections 401(a)(11) and 417 of the Code (the "Recognition Date"), ending on the earliest of (a) the Recognition Date, if the Participant entered into a same-sex marriage or civil union in accordance with state law prior to the Recognition Date, (b) the date the Participant enters into a same-sex marriage or civil union in accordance with state law, if the Participant enters into such same-sex marriage or civil union in accordance with state law on or after the Recognition Date, or (c) the one-year anniversary of the Recognition Date.

ARTICLE X
TOP-HEAVY PROVISIONS

10.1 Application. The requirements described in this Article shall apply to each Plan Year that this Plan is determined to be a Top-Heavy Plan under the test set out in Section 10.2.

10.2 Top-Heavy Test. If on the Determination Date the present value of the accumulated Accrued Benefits of Key Employees in the Plan exceeds 60% of the present value of the accumulated Accrued Benefits of all Employees in the Plan, this Plan shall be a Top-Heavy Plan for that Plan Year.

In addition, if this Plan is required to be included in an Aggregation Group and that group is a top-heavy group, this Plan shall be treated as a Top-Heavy Plan. An Aggregation Group is a top-heavy group for a particular plan year if the sum of i) the present value of the cumulative accrued benefits for Key Employees under all defined benefit plans in the Aggregation Group which contains this Plan plus ii) the total of all of the accounts of Key Employees under all defined contribution plans included in the Aggregation Group (which contains this Plan) is more than 60 percent of a similar sum determined for all employees covered in the Aggregation Group which contains this Plan. The present value is determined separately for each plan as of each plan's determination date. The plans are then aggregated by adding together the results for each plan as of the determination dates for such plans that fall within the same calendar year. The combined results will indicate whether or not the Aggregation Group is top-heavy. In the case of two or more defined benefit plans which are being tested for determining whether an Aggregation Group is top-heavy, the actuarial assumptions used for all plans within the group will be the same and will be specified in each plan. The accrued benefit shall be determined under the method which is used for accrual purposes for all plans of the Employer, or, if there is no uniform method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under Section 411(b)(1)(C) of the Code.

With respect to Plan Years beginning prior to January 1, 2002, in applying the above tests, the following rules shall apply: (a) in determining the present value of the accumulated Accrued Benefit for any Employee or the amount in the account of any Employee, the value or amount shall be increased by all distributions made to or for the benefit of the Employee under the Plan during the five year period ending on the Determination Date; (b) all rollover contributions made after December 31, 1983 by the Employee to the plan shall not be considered by the plan for either test; (c) if an Employee is a Non-Key Employee under the plan for the Plan Year but was a Key Employee under the plan for another prior Plan Year, his or her account shall not be considered; and (d) benefits shall not be taken into account in determining the top-heavy ratio for any Employee who has not performed services for the Employer during the last five-year period ending on the Determination Date.

With respect to Plan Years beginning after December 31, 2001, in applying the above tests, the following rules shall apply: (a) in determining the present value of the accumulated accrued benefit for any Employee or the amount in the account of any Employee, the value or amount shall be increased by all distributions made to or for the benefit of the Employee under the Plan during the one year period ending on the Determination Date; (b) all rollover contributions made after December 31, 1983 by the Employee to the Plan shall not be considered

by the Plan for either test; (c) if an Employee is a Non-Key Employee under the Plan for the Plan Year but was a Key Employee under the Plan for another prior Plan Year, his or her account shall not be considered; and (d) benefits shall not be taken into account in determining the top-heavy ratio for any Employee who has not performed services for the Employer during the one year period ending on the Determination Date. In the case of any distribution made for a reason other than severance from employment, death, or Disability, (a) shall be applied by substituting “five year period” for “one year period.”

10.3 Vesting if Plan Becomes Top-Heavy. If a Participant has at least one Hour of Service during a Plan Year when the Plan is a Top-Heavy Plan his or her vested percentage of his or her Accrued Benefit shall be determined under the following provisions of this Section or under the other vesting provisions of the Plan, whichever results in the greater vested percentage. If this Section applies, a Participant’s vested percentage shall be determined under the following schedule, based on his or her number of years of Vesting Service:

Years of Vesting Service	Vested Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

If the Plan ceases to be Top-Heavy, only the vesting provisions other than those set forth in the schedule in this Section shall apply; provided, however, that any such change shall be treated as an amendment to the vesting schedule subject to the limitations and requirements set forth in Section 15.2.

10.4 Minimum Benefit Accruals if Plan Becomes Top-Heavy.

(a) **General Rule.** Notwithstanding any other provision of the Plan to the contrary, except as otherwise provided in this Section, for any Plan Year beginning after December 31, 1983, in which the Plan is Top-Heavy, each Participant who is not a Key Employee and has completed a period of service required to be credited for benefit accrual purposes shall accrue a benefit (to be provided solely by Employer contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent of his or her highest average Annual Compensation for the five consecutive Plan Years (excluding Plan Years beginning before January 1, 1984, and Plan Years beginning after the close of the last Plan Year for which the Plan is Top-Heavy) for which the Participant had the highest Annual Compensation, multiplied by the Participant’s Years of Credited Service (including fractional years), except that for this purpose Years of Credited Service ending on or after the last day of a Plan Year during which the Plan is not Top-Heavy as well as Years of Credited Service completed within any Plan Year beginning before January 1, 1984, shall be disregarded pursuant to regulations issued under Section 416 of the Code. Effective January 1, 2002, for purposes of determining an Employee’s Years of Credited Service, any service shall be disregarded to the extent it occurs during a Plan Year when the Plan benefits (within the

meaning of Section 410(b) of the Code) no Key Employee or former Key Employee. The aggregate Annual Compensation for the Plan Years during such five-year period in which the Participant was credited with a Year of Credited Service shall be divided by the number of such years in order to determine average Annual Compensation. The minimum accrual shall be determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the Plan Year because (i) the Non-Key Employee fails to make mandatory Contributions to the Plan, (ii) the Non-Key Employee's Considered Compensation is less than a stated amount, (iii) the Non-Key Employee is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security.

(b) Exception if Plan Provides Minimum Benefit. No additional benefit accruals shall be provided pursuant to Section 10.4(a) to the extent that the total accruals on behalf of the Participant attributable to Employer contributions shall provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds 20 percent of the Participant's highest average Annual Compensation for the five consecutive Plan Years for which the Participant had the highest Annual Compensation.

(c) Coverage Under Other Plan Providing Minimum Benefit. The provisions in Section 10.4(a) shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the minimum benefit requirement applicable to this Plan (if it is Top-Heavy) is met in the other plan or plans.

(d) Consideration of Accruals in Non-Top-Heavy Years. All accruals of Employer derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, may be used in computing whether the minimum accrual requirements of Section 10.4(a) are satisfied.

(e) Form of Benefit. If the form of benefit is other than a single life annuity, the Participant must receive an amount that is the Actuarially Equivalent value of the minimum single life annuity benefit. All actuarial calculations required under this Section shall use the interest and mortality assumptions set forth in Section 1.3. If the benefit commences at a date other than at Normal Retirement Age, the Participant must receive at least an amount that is the Actuarial Equivalent of the minimum single life annuity benefit commencing at Normal Retirement Age.

(f) Nonforfeitability. The minimum Accrued Benefit required (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Code.

10.5 Disregard of Government Programs. If this Plan is a Top-Heavy Plan, it must meet the vesting and benefit requirements described in this Article without taking into account contributions or benefits under Chapter 2 of the Code (relating to tax on self-employment income), Chapter 21 of the Code (relating to Federal Insurance Contributions Act), Title II of the Social Security Act, or any other Federal or State law.

10.6 Coverage Under Defined Contribution and Defined Benefit Top-Heavy Plans.

If this is a Top-Heavy Plan and a Participant who is a Non-Key Employee is also covered by a defined contribution plan maintained by an Affiliated Employer, he or she shall receive the defined benefit minimum, offset by benefits provided under the defined contribution plan.

ARTICLE XI CONTRIBUTIONS AND TRUST FUND

11.1 Funding. The provisions of this Section 11.1 constitute the funding policy for the Plan as required under Section 402(b)(1) of ERISA. To the extent that this Section 11.1 is determined deficient in terms of establishing such funding policy, any such deficiency shall be remedied by the Sponsor acting in its capacity as Sponsor of the Plan and performing settlor activities with respect to the Plan as soon as practicable following the Sponsor's becoming aware of the deficiency. Each Employer shall contribute, in cash or in property of any kind, to be held in and administered in accordance with the Trust Agreement, such amounts and at such times as the Sponsor shall from time to time determine shall cover the remaining costs of the benefits to be provided by the Plan. The amount of the contributions shall be based upon the limitations of maximum and minimum tax-deductible deposits certified by the Actuary as necessary to maintain the Plan in compliance with applicable provisions of the Code and the Regulations. Each Employer's contribution for each taxable year shall be accrued during the taxable year and paid by the Employer to the Trustee within the year or within the allowable period provided in Section 404(a)(6) of the Code or any other period as may later be established by law. Each Employer's contribution is always contributed conditioned upon the contribution being deductible for federal income tax purposes. Any provisions in this Section 11.1 or the Plan to the contrary notwithstanding, all Plan funding decisions (including, specifically, but not by way of limitation, decisions regarding amounts required to be contributed to the Plan to satisfy funding obligations, the time of funding obligation contributions, the nature of contributions made to satisfy funding obligations and decisions regarding special funding elections such as the election to make an alternative deficit reduction contribution under Section 412(1)(12) of the Code and Section 302(d)(12) of ERISA) shall be the sole power and responsibility of the Sponsor acting in its capacity as Sponsor of the Plan and performing settlor activities with respect to the Plan.

Notwithstanding the foregoing, the Employer shall make additional contributions to the Plan respecting the benefit or accrual increases provided in the Fourth Amendment to the Plan in accordance with Section 412(1)(12)(B) of the Code and IRS Notice 2004-59 for each Plan Year in which an alternative deficit reduction contribution election is in effect for the Plan, with total contributions for each such Plan Year to exceed the sum of (1) the minimum required contribution under Section 412 of the Code determined as if the Fourth Amendment to the Plan had not been adopted (taking into account the alternative deficit reduction contribution election), plus (2) the incremental amendment amount (without regard to any funding waiver for such Plan Year). For this purpose, the incremental amendment amount is equal to the difference between the required minimum contribution under Section 412 of the Code that would have been due taking into account the Fourth Amendment to the Plan (assuming adoption and effect on the first day of the Plan Year) and the required minimum contribution under Section 412 of the Code that would have been due as if the Fourth Amendment to the Plan had not been adopted (both calculations to be made as if the alternative deficit reduction contribution had not been elected).

11.2 Actuarial Assumptions. The limitations on contributions prescribed by the Actuary shall assume interest, mortality, turnover, and other rates as the Actuary shall from time to time determine and as may be acceptable to the United States Treasury Department.

11.3 Application of Forfeitures. Forfeitures under the Plan will be applied to reduce the Employer's contributions and will not be applied to increase the benefits of any person hereunder.

11.4 Trust Fund Established. This Plan shall be funded by one or more separate Trust Funds.

11.5 Incorporation of Trust Agreement. Each Trust Agreement is a part of this Plan. All rights or benefits which accrue to a person under this Plan shall be subject also to the terms of the Trust Agreement.

11.6 Authority of Trustee. Each Trustee shall have full title and legal ownership of the assets in any separate Trust Fund which, from time to time, is in its separate possession. No other Trustee shall have joint title to or joint legal ownership of any asset in one of the other Trust Funds held by another Trustee. Each Trustee shall be governed separately by the Trust Agreement entered into between the Sponsor and that Trustee and the terms of this Plan without regard to any other agreement entered into between any other Trustee and the Sponsor as a part of this Plan.

11.7 Allocation of Responsibility. To the fullest extent permitted under Section 405 of ERISA, the agreements entered into between the Employer and each of the Trustees shall be interpreted so as to allocate to each Trustee its specific responsibilities, obligations and duties and to relieve all other Trustees from liability whether through the agreement, the Plan, or ERISA, for any act of any other Trustee which results in a loss to the Plan because of its act or failure to act.

11.8 All Payments from Trust Fund. All benefits under the Plan shall be provided solely from the Trust Fund. The Employer assumes no liability or responsibility for the sufficiency of the Trust Fund to pay benefits during the continuance of the Plan or subsequent to the termination of the Plan except to the extent required by law which cannot be waived.

ARTICLE XII
ADMINISTRATIVE COMMITTEE

12.1 Appointment, Term of Service and Removal. The President of the Sponsor shall appoint an Administrative Committee which shall consist of such number of persons, not less than two (2), as the President shall from time to time determine. Participants of the Administrative Committee shall hold office at the pleasure of the President and without compensation. Any person appointed a member of the Administrative Committee shall signify his or her acceptance by filing a written acceptance with the Sponsor. Any member of the Administrative Committee may resign by giving notice thereof to the Sponsor and to the Administrative Committee, and such resignation shall become effective at delivery or at any later date specified therein. A vacancy in the Administrative Committee shall be filled by the President of the Sponsor.

12.2 Powers. The Administrative Committee is a fiduciary. It has the exclusive responsibility for the general administration of the Plan and Trust Fund, and has all powers necessary to accomplish that purpose, including but not limited to the following rights, powers, and authorities:

(a) To make rules for administering the Plan and Trust Fund so long as they are not inconsistent with the terms of the Plan;

(b) To construe all provisions of the Plan and Trust or Trusts, and any construction the Administrative Committee adopts in good faith shall be final and conclusive as to all parties;

(c) To correct any defect, supply any omission, or reconcile any inconsistency which may appear in the Plan or Trust or Trusts; and any correction the Administrative Committee makes in good faith shall be final and conclusive as to all parties;

(d) To select, employ, and compensate at any time any consultants, actuaries, accountants, attorneys, and other agents and employees the Administrative Committee believes necessary or advisable for the proper administration of the Plan and Trust Fund; any firm or person selected may be a disqualified person but only if the requirements of Section 4975(d) of the Code have been met;

(e) To determine all questions relating to eligibility, Eligibility Service, Vesting Service, Credited Service, Considered Compensation, Final Average Compensation and all other matters relating to benefits or Participants' entitlement to benefits;

(f) To determine all questions relating to whether a Participant has incurred a Disability and the date thereof, and the Administrative Committee may rely upon such evidence as it deems reasonable including, but not limited to, medical examinations, physicians' statements or a finding of eligibility for benefits by the Social Security Administration or by any insurance carrier under any policy maintained by the Employer that provides long term disability benefits and covers the Participant;

(g) To determine all controversies relating to the administration of the Plan and Trust Fund, including but not limited to any differences of opinion arising between an Employer and the Trustee or a Participant, or any combination of them and any questions it believes advisable for the proper administration of the Plan and Trust Fund;

(h) To direct the Trustee in all matters relating to the payment of Plan benefits; and

(i) To delegate any clerical or recordation duties of the Administrative Committee as the Administrative Committee believes is advisable to properly administer the Plan and Trust Fund.

12.3 Organization. The Administrative Committee may select, from among its members, a chairman, and may select a secretary. The secretary need not be a member of the Administrative Committee. The secretary shall keep all records, documents and data pertaining to its administration of the Plan and Trust Fund.

12.4 Quorum and Majority Action. A majority of the Administrative Committee constitutes a quorum for the transaction of business. The vote of a majority of the members present at any meeting shall decide any question brought before that meeting. In addition, the Administrative Committee may decide any question by a vote, taken without a meeting, of a majority of its members.

12.5 Signatures. The chairman, the secretary, and any one or more of the members of the Administrative Committee to which the Administrative Committee has delegated the power, shall each, severally, have the power to execute any document on behalf of the Administrative Committee, and to execute any certificate or other written evidence of the action of the Administrative Committee. The Trustee, after it is notified of any delegation of power in writing, shall accept and may rely upon any document executed by the appropriate member or members as representing the action of the Administrative Committee until the Administrative Committee files a written revocation of that delegation of power with the Trustee.

12.6 Disqualification of Administrative Committee Member. A member of the Administrative Committee who is also a Participant shall not vote or act upon any matter relating solely to himself.

12.7 Disclosure to Participants. The Administrative Committee shall make available to each Participant and Beneficiary for his or her examination those records, documents and other data required under ERISA, but only at reasonable times during business hours. No Participant or Beneficiary has the right to examine any data or records reflecting the compensation paid to any other Participant or Beneficiary, The Administrative Committee is not required to make any other data or records available other than those required by ERISA.

12.8 Standard of Performance. The Administrative Committee and each of its members shall use 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 conducting his or her business as the administrator of the Plan, shall, when exercising its power to direct investments, diversify the investments of the Plan so as to minimize the risk of large

losses, unless under the circumstances it is clearly prudent not to do so, and shall otherwise comply with the provisions of this Plan and ERISA.

12.9 Reliance. The members of the Administrative Committee and the Sponsor shall be entitled to rely upon all valuations, certificates, and reports furnished by an actuary, accountant or physician selected by the Administrative Committee and approved by the Sponsor, and upon all opinions given by any legal counsel selected by the Administrative Committee and approved by the Sponsor, and the members of the Administrative Committee and the Sponsor shall be fully protected with respect to any action taken or suffered by their having relied in good faith upon such Trustee, actuary, physician, accountant, or counsel and all action so taken or suffered shall be conclusive upon each of them and upon all Participants and their Beneficiaries and all other persons.

12.10 Liability. No member of the Administrative Committee shall be liable for any act or omission of any other member of the Administrative Committee, the Investment Committee, the Trustee, any investment manager or any other agent unless required by the terms of ERISA or another applicable state or federal law, under which liability cannot be waived. No member of the Administrative Committee shall be liable for any act or omission of his or her own unless required by ERISA or another applicable state or federal law under which liability cannot be waived.

12.11 Insurance. If the Administrative Committee directs the Trustee to do so, it may purchase out of the Trust Fund insurance for the members of the Administrative Committee, the members of the Investment Committee, any other Plan fiduciaries, and the Trust Fund itself to cover liability or losses occurring because of the act or omission of any one or more of the members of such Committees or other fiduciary. Such insurance must permit recourse by the insurer against the members of the Committees or the other fiduciaries concerned if the loss is caused by breach of a fiduciary obligation by one or more members of the Committees or other fiduciary.

12.12 Exemption from Bond. No member of the Administrative Committee is required to give bond for the performance of his or her duties unless required by a law which cannot be waived.

12.13 Compensation. The Administrative Committee shall serve without compensation but shall be reimbursed by the Employer for all expenses properly incurred in the performance of their duties unless the Employer elects to have those expenses paid from the Trust Fund. Each Employer shall pay that part of the expense as is determined by the Administrative Committee.

12.14 Persons Serving in Dual Fiduciary Roles. Any person, group of persons, corporations, firm or other entity, may serve in more than one fiduciary capacity with respect to this Plan, including serving as both Trustee and as a member of the Administrative Committee.

12.15 Administrator. For all purposes of ERISA, the administrator of the Plan is the Sponsor. The administrator has the final responsibility for compliance with all reporting and disclosure requirements imposed under all applicable federal or state laws and regulations.

12.16 Named Fiduciary. The members of the Administrative Committee shall be the “named fiduciary” for purposes of Section 402(a)(1) of the ERISA, and as such shall have the authority to control and manage the operation and administration of the Plan, except to the extent such authority and control is allocated or delegated to other parties pursuant to the terms of the Plan.

12.17 Standard of Judicial Review of Administrative Committee Actions. The Administrative Committee has full and absolute discretion in the exercise of each and every aspect of its authority under the Plan, including without limitation, the authority to determine any person’s right to benefits under the Plan, the correct amount and form of any such benefits, the authority to decide any appeal, the authority to review and correct the actions of any prior committee, and all of the rights, powers, and authorities specified in Sections 9.20, 9.20(b), and 12.2. Notwithstanding any provision of law or any explicit or implicit provision of the Plan Document, any action taken, or ruling or decision made, by the Administrative Committee in the exercise of any of its powers and authorities under the Plan shall be final and conclusive as to all parties, including without limitation all Participants and Beneficiaries, regardless of whether the Administrative Committee or one or more members thereof may have an actual or potential conflict of interest with respect to the subject matter of such action, ruling, or decision. No such final action, ruling, or decision of the Administrative Committee shall be subject to de novo review in any judicial proceeding; and no such final action, ruling, or decision of the Administrative Committee may be set aside unless it is held to have been arbitrary and capricious by a final judgment of a court having jurisdiction with respect to the issue.

ARTICLE XIII INVESTMENT COMMITTEE

13.1 Appointment, Term of Service and Removal. The President of the Sponsor shall appoint an Investment Committee which shall consist of such number of persons, not less than two (2), as the President shall from time to time determine. Members of the Investment Committee shall hold office at the pleasure of the President and without compensation. Any person appointed a member of the Investment Committee shall signify his or her acceptance by filing a written acceptance with the Sponsor. Any member of the Investment Committee may resign by giving notice thereof to the Sponsor and to the Investment Committee, and such resignation shall become effective at delivery or at any later date specified therein. A vacancy in the Investment Committee shall be filled by the President of the Sponsor.

13.2 Powers. The Investment Committee is a fiduciary. The Investment Committee shall be charged with the responsibility of monitoring the management and investment of the assets of the Plan. The Investment Committee shall have the authority to appoint investment managers, as defined in Section 3(38) of ERISA. It shall have the responsibility to direct the acquisition and disposition of any assets not allocated to an investment manager and to monitor and evaluate the performance of the investment manager, if any, and to report any evaluation to the Sponsor. The Investment Committee shall have all powers necessary to discharge its duties including, but not by way of limitation, the power to interpret or construe the Plan solely as it relates to the Investment Committee and its functions.

13.3 Organization. The Investment Committee may select, from among its members, a chairman, and may select a secretary. The secretary need not be a member of the Investment Committee. The secretary shall keep all records, documents and data pertaining to its administration of the Plan and Trust Fund.

13.4 Quorum and Majority Action. A majority of the Investment Committee constitutes a quorum for the transaction of business. The vote of a majority of the members present at any meeting shall decide any question brought before that meeting. In addition, the Investment Committee may decide any question by a vote, taken without a meeting, of a majority of its members.

13.5 Signatures. The chairman, the secretary, and any one or more of the members of the Investment Committee to which the Investment Committee has delegated the power, shall each, severally, have the power to execute any document on behalf of the Investment Committee, and to execute any certificate or other written evidence of the action of the Investment Committee. The Trustee, after it is notified of any delegation of power in writing, shall accept and may rely upon any document executed by the appropriate member or members as representing the action of the Investment Committee until the Investment Committee files a written revocation of that delegation of power with the Trustee.

13.6 Disqualification of Investment Committee Member. A member of the Investment Committee who is also a Participant shall not vote or act upon any matter relating solely to himself.

13.7 Standard of Performance. The Investment Committee and each of its members shall use 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 conducting his or her business as the administrator of the Plan, shall, when exercising its power to direct investments, diversify the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, and shall otherwise comply with the provisions of this Plan and ERISA.

13.8 Reliance. The members of the Investment Committee and the Sponsor shall be entitled to rely upon all valuations, certificates, reports and opinions furnished by an actuary, accountant attorney, or physician providing services to the Plan or the Employer, and the members of the Investment Committee and the Sponsor shall be fully protected with respect to any action taken or suffered by their having relied in good faith upon such Trustee, actuary, physician, accountant, or attorney and all action so taken or suffered shall be conclusive upon each of them and upon all Participants and their Beneficiaries and all other persons.

13.9 Liability. No member of the Investment Committee shall be liable for any act or omission of any other member of the Investment Committee, the Administrative Committee, the Trustee, any investment manager or any other agent unless required by the terms of ERISA or another applicable state or federal law, under which liability cannot be waived. No member of the Investment Committee shall be liable for any act or omission of his or her own unless required by ERISA or another applicable state or federal law under which liability cannot be waived.

13.10 Exemption from Bond. No member of the Investment Committee is required to give bond for the performance of his or her duties unless required by a law which cannot be waived.

13.11 Compensation. The Investment Committee shall serve without compensation but shall be reimbursed by the Employer for all expenses properly incurred in the performance of their duties unless the Employer elects to have those expenses paid from the Trust Fund. Each Employer shall pay that part of the expense as is determined by the Investment Committee.

13.12 Persons Serving in Dual Fiduciary Roles. Any person, group of persons, corporations, firm or other entity, may serve in more than one fiduciary capacity with respect to this Plan, including serving as both Trustee and as a member of the Investment Committee.

13.13 Standard of Judicial Review of Investment Committee Actions. The Investment Committee has full and absolute discretion in the exercise of each and every aspect of its authority under the Plan. Notwithstanding any provision of law or any explicit or implicit provision of the Plan Document, any action taken, or ruling or decision made, by the Investment Committee in the exercise of any of its powers and authorities under the Plan shall be final and conclusive as to all parties, including without limitation all Participants and Beneficiaries, regardless of whether the Investment Committee or one or more members thereof may have an actual or potential conflict of interest with respect to the subject matter of such action, ruling, or decision. No such final action, ruling, or decision of the Investment Committee shall be subject to de novo review in any judicial proceeding; and no such final action, ruling, or decision of the

Investment Committee may be set aside unless it is held to have been arbitrary and capricious by a final judgment of a court having jurisdiction with respect to the issue.

ARTICLE XIV
ADOPTION OF THE PLAN

14.1 Adoption Procedure. Any business organization may, with the approval of the Sponsor, adopt this Plan by:

(a) A written instrument executed by an authorized officer, partner, or sole proprietor of such organization (approved by its governing body) agreeing to be bound as an Employer by all the terms, conditions and limitations of this Plan except those, if any, specifically described in the adoption instrument; and

(b) All information required by the Administrative Committee and the Trustee.

An adoption may be retroactive to the beginning of a Plan Year if these conditions are compiled with on or before the last day of that Plan Year.

14.2 No Joint Venture Implied. The adoption of this Plan by an Employer shall not create a joint venture or partnership relation between it and any other Employer. Any rights, duties, liabilities, and obligations assumed by an Employer, imposed upon it or resulting from the terms and provisions of this Agreement, shall relate to that Employer alone.

14.3 Expenses to be Shared. Each Employer shall pay a proportionate part of the cost of actuarial and other necessary expenses incurred in its administration, either directly or as a disbursement from the Trust Fund as determined by the Administrative Committee.

14.4 Single Plan and Trust. This Plan is a single plan covering all Participants, within the meaning of Section 401(a)(26) of the Code, unless a specific separate benefit structure or condition is made applicable to a specific named group of Participants. All assets contributed to the Trust Fund used to fund this Plan are available to pay benefits to all Participants.

14.5 Withdrawal of Participating Employer. Any participating Employer may withdraw from the Plan by giving 90 days' notice in writing of its intention to withdraw to the Trustee, the Administrative Committee, and the Sponsor unless a shorter notice is agreed to by the parties. Further, the Sponsor may at any time and at its sole discretion acting by and through action of the Administrative Committee unilaterally and unconditionally terminate the participation of any participating Employer under the Plan by giving notice in writing to such participating Employer and the Trustee of such termination.

14.6 Treatment of Funds on Withdrawal. Upon the effective date of the withdrawal of an Employer, the Actuary shall certify the Equitable Share of the withdrawing Employer in the Trust Fund, and the Trustee shall then set aside in the Trust Fund assets equal in value to the Equitable Share. The segregated assets shall be held as a separate trust for the benefit of Participants employed by the withdrawing Employer and shall be used to pay benefits under this Plan if the Employer is terminating its plan or to fund the new plan if the Employer is establishing a new plan.

14.7 Joint Employees. If a Participant receives compensation simultaneously from two or more Employers, the total amount of compensation shall be considered as having been paid by one Employer. The Employers shall bear the cost of benefits for the Participant in proportion to the respective amounts of compensation paid by each Employer to the Participant.

**ARTICLE XV
AMENDMENT OF THE PLAN**

15.1 *Right to Amend Reserved.* The Sponsor shall have the right to amend, amend and restate, or merge the Plan at any time, effective retroactively or otherwise, by a written resolution of the Board of Directors, of the Executive Committee of the Board of Directors, or of the Human Resources Committee of the Board of Directors. In addition, the Plan may be amended at any time, effective retroactively or otherwise, by a written instrument signed by the General Counsel together with any Vice President of the Sponsor, provided that such amendment is either required by law or does not increase the benefits provided under the Plan by 15 percent or more. Further, the Plan may be amended or restated, effective retroactively or otherwise, by a written instrument signed by either the Executive Vice President-Corporate or the Senior Vice President - Human Resources and Labor Relations provided any such amendment or restatement may be so effected only if (a) it does not have a significant cost impact on the Sponsor, or (b) it is necessary or advisable (i) to achieve or maintain compliance with applicable law, to maintain the tax-favored status of benefits, and/or take greater advantage of available tax-favored status of benefits that may be provided under the Plan, or (ii) to comply with the provisions of any applicable collective bargaining agreement. No amendment shall have any of the effects specified in Section 15.2.

15.2 *Limitations on Right to Amend.* No amendment shall vest in any Employer, directly or indirectly, any right, title or interest in the Trust Fund or any portion thereof. No part of the Trust Fund shall by reason of any amendment be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries, except as otherwise specifically provided in the Plan Document. If the Plan is amended in any manner, the nonforfeitable percentage of the Accrued Benefit derived from Employer contributions (determined as of the later of the date of the adoption of the amendment or of the effective date of the amendment) of each Participant shall not be less than such nonforfeitable percentage computed under the Plan without regard to such amendment. If the Plan's vesting schedule is amended, if the Plan is amended in any way that directly or indirectly affects the computation of the Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a Top-Heavy vesting schedule, each Participant with at least three Years of Vesting Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. The period during which the election may be made shall begin on the date on which the amendment is adopted or deemed to be made and shall end on the day which is 60 days after the latest of (a) the day the amendment is adopted or deemed to be made; (b) the day the amendment becomes effective; or (c) the day the Participant is issued written notice of the amendment by the Employer. No amendment shall decrease the Accrued Benefit of a Participant or eliminate an optional form of benefit with respect to benefits attributable to service before the amendment in violation of Section 411(d)(6) of the Code. No amendment shall increase substantially the duties or responsibilities of the Trustee without its written consent.

15.3 *Retroactive Amendments to Meet Labor or Tax Requirements.* It is the intention of the Sponsor that Employer contributions to the Plan be deductible under the applicable provisions of the Code; that the Plan meet all requirements of ERISA; that such contributions not be subject to the Federal Social Security Act; that such contributions not be subject to

withholding under the Internal Revenue Code of 1986 or the Federal Social Security Act; and that such contributions not be subject to the Fair Labor Standards Act of 1938, as amended, as part of its Employees' "regular rate." The Sponsor shall make such amendments to the Plan as may be necessary to carry out this intention. All such amendments may be made retroactively as limited by the applicable federal law.

ARTICLE XVI TERMINATION OF THE PLAN

16.1 Right to Terminate Reserved. The Plan has been established in confidence that it shall continue in effect indefinitely. However, due to the uncertainties under which all business activity operates, the Sponsor reserves the right to terminate the Plan at any time on its behalf or in total. Each Employer reserves the right, with the consent of the Sponsor, to terminate the Plan as applicable to it. Any termination shall be effected by an instrument in writing signed by an authorized officer of the Sponsor (and an authorized officer of any other Employer terminating the Plan as applicable to such other Employer) delivered to the Administrative Committee and the Trustee. An officer of the Sponsor may be authorized for such purpose by a written resolution of the Board of Directors, of the Executive Committee of the Board of Directors, or of the Human Resources Committee of the Board of Directors.

16.2 Total Termination. If the Plan is terminated with respect to all Employees, no further contributions shall be made to the Trust Fund except as required by law, no Employees shall become Participants after the termination date, no Participant's Accrued Benefit shall increase after the termination date, and no further payments of benefits shall be made except in distribution of the assets from the Trust Fund or the transfer of the assets to another Plan. Upon termination, the rights of Participants to benefits accrued to the date of termination, to the extent funded, shall vest immediately.

16.3 Partial Termination. Upon a partial termination, the rights of all Participants affected by the partial termination to benefits accrued to the date of termination, to the extent funded, shall vest immediately.

16.4 Distribution on Termination. Upon the termination in whole or in part of this Plan, the Trust Fund or appropriate portion thereof shall be converted, allocated, and distributed, subject to compliance with applicable requirements of the Pension Benefit Guaranty Corporation and the Internal Revenue Service, and to the limitations of Section 16.5, in the following manner:

(a) **Conversion of Assets.** If the Employer terminates the Plan with respect to all its Employees, the entire Trust Fund may be segregated and converted into cash as promptly as possible. If the Employer terminates the Plan with respect to a designated group of its Employees, the portion of the Trust Fund allocated to such group under Section 16.3 may be segregated and converted into cash as promptly as possible.

(b) **Allocation of Assets.** From the proceeds of the sale of all such segregated assets of the Trust Fund, there may be set aside in a separate account an amount adequate to defray all costs and charges (including those of counsel, the Trustee and the Actuary) for the liquidation and distribution of the Trust Fund to the extent herein provided. From the remaining cash in the segregated fund, the Administrative Committee shall make the following allocation among the Participants and their Beneficiaries in the following order:

(i) First, to that portion of each Participant's Accrued Benefit derived from employee contributions;

(ii) Second, in the case of benefits payable as an annuity:

1) in the case of a benefit which was in pay status as of the beginning of the three-year period ending on the termination date of the Plan, to each such benefit, based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such benefit would be the least (the lowest benefit in pay status during a three-year period shall be considered the benefit in pay status for such period),

2) in the case of a benefit (except the benefit described in clause 1) immediately above) which would have been in pay status as of the beginning of such three-year period if the Participant had retired prior to the beginning of the three-year period and if his or her benefits had commenced (in the Normal Form) as of the beginning of such period, to each such benefit based on the provisions of the Plan (as in effect during the five-year period ending on such date) under which such benefit would be the least;

(iii) Third, 1) to all other benefits (if any) guaranteed under Title IV of ERISA (determined without regard to the dollar limitation placed on benefits paid monthly), and 2) to the additional benefits (if any) which would be determined under clause 1) immediately above if Section 4022(b)(6) of ERISA did not apply;

(iv) Fourth, to all other nonforfeitable benefits under this Plan;

(v) Fifth, to all other benefits under this Plan; and

(vi) Sixth, when all liabilities under the Plan have been satisfied, to the Employer.

(c) Procedure if Funds Insufficient to Provide Full Benefits. If the Equitable Share is insufficient to provide in full for all allocations described in Section 16.4(b), the assets shall first be applied to the amount of costs and charges and then to benefits. When applying the assets to the benefits, each of the four levels shall be funded in full in order of listing before funding the benefits in the next listed level, and should the funding not be sufficient to fund in full any one level, then the assets shall be allocated pro rata for that level on the basis of the present value of the respective benefits described in that level.

(d) Liquidation of Fund. Subject to the provisions of ARTICLE IX, the assets of the terminated portion of the Trust Fund shall be liquidated by purchasing with funds from such portion an annuity or similar contract for each person entitled to the benefits specified in Section 16.4(b).

16.5 Limitation of Benefits. In the event of the termination of the Plan, the benefit of any Highly Compensated Employee (including both current and former Employees) shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

16.6 General Provisions. The amounts to be set aside and distributed shall be determined by the Administrative Committee, with the advice and assistance of the Actuary, and the Administrative Committee shall give the Trustee all information that the Trustee may need to make the allocations and distributions required. The actuarial requirements of the Plan and the actuarial reserve required to provide benefits at the termination date shall be determined by the Actuary by the use of such actuarial factors, tables, assumptions and procedures and interest rates as the Actuary may recommend and are in accordance with federal law. Any distribution to be made to a Participant shall, in the event of his or her death, be distributed to his or her designated Beneficiary, to the extent consistent with the terms of the Plan.

16.7 Trustee Not Liable. In liquidating the Trust Fund, the Trustee shall follow the interpretations and decisions of the Administrative Committee with respect to the liquidation, and upon the termination and liquidation of the Trust Fund in accordance with this Article and the direction of the Administrative Committee, the Trustee shall be forever discharged from further obligation with respect to it, whether any individual Participant, former Participant or Beneficiary accepts or rejects the settlement offered him or her, and whether any Participant, former Participant or Beneficiary signs or refuses to sign any receipt or discharge presented to him or her.

16.8 Involuntary Termination. This Plan shall terminate with respect to Employees of an Employer in the event of a legal adjudication of the Employer as a bankrupt, a general assignment by the Employer to or for the benefit of its creditors, or dissolution of the Employer, unless the Plan is continued with respect to the Employees, former Employees and their Beneficiaries by a successor Employer.

16.9 Sale or Transfer. In the event the business and assets of any Employer is sold, exchanged or transferred to any other corporation, firm or other entity upon the written adoption of this Plan by that corporation, firm, or other entity, this Plan shall continue for the Employees of the Employer.

16.10 Non-Transferability. If any annuity contract or life insurance contract is distributed to a Participant, it must be issued or endorsed to be non-transferable: that is, the contract must be issued or endorsed so that the owner cannot sell, assign, discount or pledge as collateral for a loan or as security for performance of an obligation or for any other purpose his or her interest in the certificate or contract to any other person other than the issuer.

16.11 Merger of Plan. The Plan shall not be merged or consolidated with, nor shall any assets or liabilities of the Plan be transferred to any other plan unless each Participant would (if the Plan had then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if the Plan had then terminated).

**ARTICLE XVII
MISCELLANEOUS**

17.1 USERRA Rights. 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 Code and Section 401(a)(37) of the Code.

17.2 No Reversionary Interest. In no event shall the principal or income of the Trust Fund be paid to or revert to the Employer or be used for any purpose other than the exclusive benefit of the Participants or Beneficiaries and the reasonable expenses of administering the Plan, except as follows:

(a) **Satisfaction of Liabilities.** The Employer shall receive the amount, if any, which remains after the satisfaction of all liabilities of this Plan to the Participants arising out of the variation between actual requirements and expected actuarial requirements.

(b) **Mistake.** If the Employer makes a contribution by mistake of fact, such mistaken contribution shall revert and be repaid to the Employer within one year after the payment of the contribution.

(c) **Denial of Initial Qualification.** The Employer's contribution for each Plan Year is conditioned on the Plan's initial qualification under Section 401 of the Code. If the Plan receives an adverse determination with respect to its initial qualification, the Employer's contribution shall revert and be repaid to the Employer within one year after the date of such determination, but only if the application for determination is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan was adopted, or such later date as the Secretary of the Treasury may prescribe.

(d) **Disallowance of Deduction.** The Employer's contribution is conditioned upon the deductibility thereof under Section 404 of the Code. To the extent the deduction is disallowed the contribution shall revert and be repaid to the Employer within one year after the disallowance of the deduction.

(e) **Limit on Reversion Amount.** In any case hereinabove described in Section 17.2(b) or 17.2(d), the amount that may be repaid to the Employer shall not exceed the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact or a mistake in determining the deduction. Earnings attributable to such excess contribution shall not be repaid, and losses attributable thereto shall reduce the amount which may be returned.

17.3 Indemnification by Plan.

(a) **Covered Persons and Acts.** To the extent permitted by applicable law and subject to Section 17.3(c), the members of the Administrative and Investment Committees and the employees, officers and agents of the Sponsor and the Trustee ("Covered Persons") shall be indemnified and saved harmless by the Plan from and against any and all claims of liability arising in connection with the exercise of their duties and responsibilities to the Plan, including all expenses reasonably incurred in the

defense of such act or omission, unless (i) it shall be established by final judgment of a court of competent jurisdiction that such act or omission involved a violation of the duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person; or (ii) in the event of settlement or other disposition of such claim involving the Plan, it is determined by written opinion of independent counsel that such act or omission involved a violation of duties imposed by Part 4 of Title I of ERISA or gross negligence or willful misconduct on the part of such Covered Person.

(b) Covered Expenses. To the extent permitted by applicable law and subject to Section 17.3(c), all expenses (including reasonable attorneys fees and disbursements), judgments, fines and amounts paid in settlement incurred by the Covered Person in connection with any of the proceedings described above shall be paid from the Trust Fund, provided that (i) the Covered Person shall repay such advances to the Trust Fund, with reasonable interest, if it is established by a final judgment of a court of competent jurisdiction, or by a written opinion of independent counsel, that the Covered Person violated Part 4 of Title I of ERISA, was grossly negligent or engaged in willful misconduct, and (ii) the Covered Person shall provide a bond, letter of credit or make other appropriate arrangements for repayment of advances. Notwithstanding the foregoing, no such advances shall be made in connection with any claim against the Covered Person that is made by the Plan or Trust, provided that upon the final disposition of such claim, the expenses (including reasonable attorneys fees and disbursements) judgments, fines and amounts paid in settlement shall be reimbursed by the Trust Fund to the extent provided above.

(c) Effect of Insurance Coverage. The indemnification provided under this Section 17.3 shall apply only to claims and expenses not actually covered by insurance.

17.4 Indemnification by the Sponsor. To the extent not covered by insurance or reimbursed by the Trust Fund pursuant to Section 17.3, the Sponsor shall indemnify each member of the Administrative and Investment Committees and any officer, director or employee of the Sponsor and any of their agents acting on behalf of the Plan against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities to the Plan, provided however that the Sponsor shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct.

17.5 Plan Does Not Constitute an Employment Contract. The adoption and maintenance of the Plan shall not be deemed to be a contract between any Employer and any Participant. Nothing contained herein shall be deemed to give any Participant the right to be retained in the employment of the Employer or to interfere with the rights of the Employer to discharge any Participant at any time, nor shall it interfere with the Participant's right to terminate his or her employment at any time.

17.6 Benefits Provided Solely by Trust. All benefits payable under the Plan shall be paid or provided for solely from the Trust Fund, and the Employer assumes no liability or responsibility therefor.

17.7 Spendthrift Clause.

(a) **General Rule.** Except as otherwise specifically provided, no principal or income payable or to become payable from the Trust Fund shall be subject to anticipation or assignment by any Participant or by any Beneficiary or be subject to attachment by, or to the interference or control of, any creditor of a Participant or Beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of a Participant or Beneficiary prior to its actual receipt by such Participant or Beneficiary. The interest of the Employer in the assets, earnings and profits of the Trust Fund shall not be subject to garnishment, attachment, levy, or execution of any kind for debts or defaults of any person, natural or legal, having an interest in any portion of the Trust Fund. Any attempted conveyance, transfer, assignment, mortgage, pledge, or encumbrance of the Trust Fund, or any part thereof, or any interest therein, by a Participant or Beneficiary, prior to distribution as herein provided, shall be absolutely and wholly void, whether such conveyance, transfer, assignment, mortgage, pledge or encumbrance be intended to take place or become effective before or after the expiration of the period herein fixed for the continuance of the said Trust Fund. The Trustee shall never under any circumstances be required to recognize any conveyance, transfer, assignment, mortgage, or pledge by a Participant or Beneficiary hereunder, of any part of the Trust Fund, or of any interest therein, and the Trustee shall never be required to pay any money or thing of value thereon or therefor to any creditor of a Participant or Beneficiary, nor upon any debt created by a Participant or Beneficiary for any cause whatsoever.

(b) **Domestic Relations Orders.** This Section shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless (i) such order is determined to be a Qualified Domestic Relations Order, or (ii) such order was entered before January 1, 1985, and the Administrative Committee determines that sufficient uncontroverted information is available to permit such order to be treated in the same manner as a Qualified Domestic Relations Order.

(c) **Court Ordered Payments to Plan.** The foregoing provisions of this Section shall not apply to any offset of a participant's benefits under the Plan against an amount that the participant is ordered or required to pay to the plan if

- (i) the order or requirement to pay arises
 - 1) under a judgment of conviction for a crime involving such plan,
 - 2) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of part 4 of subtitle B of title I of ERISA, or
 - 3) pursuant to a settlement agreement between the Secretary of Labor and the participant, or a settlement agreement between the

Pension Benefit Guaranty Corporation and the participant, in connection with a violation (or alleged violation) of part 4 of such subtitle by a fiduciary or any other person;

(ii) the judgment, order, decree, or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the plan against the participant's benefits provided under the plan; and

(iii) in a case in which the survivor annuity requirements of Section 401(a)(11) of the Code apply with respect to distributions from the plan to the participant, if the participant has a spouse at the time at which the offset is to be made

1) either such spouse has consented in writing to such offset and such consent is witnessed by a notary public (or it is established to the satisfaction of the Administrative Committee that such consent may not be obtained by reason of circumstances described in Section 417(a)(2)(B) of the Code), or an election to waive the right of the spouse to either a Qualified Joint and Survivor Annuity or a Qualified Preretirement Survivor Annuity is in effect in accordance with the requirements of Section 417(a) of the Code,

2) such spouse is ordered or required in such judgment, order, decree, or settlement to pay an amount to the plan in connection with a violation of part 4 of such subtitle, or

3) in such judgment, order, decree, or settlement, such spouse retains the right to receive the survivor annuity under a Qualified Joint and Survivor Annuity provided pursuant to Section 401(a)(11)(A)(i) of the Code and under a Qualified Preretirement Survivor Annuity provided pursuant to Section 401(a)(11)(A)(ii) of the Code, determined in accordance with Section 401(a)(13)(D) of the Code.

(d) Voluntary and Revocable Assignments. The foregoing provisions of this Section shall not apply to an arrangement whereby a Participant or Beneficiary directs the Plan to pay all, or any portion, of a Plan benefit payment to an Employer or an employee benefit plan maintained by an Employer if (a) it is revocable at any time by the Participant or Beneficiary; and (b) the Employer or employee benefit plan files a written acknowledgement with the Administrative Committee pursuant to the following provisions of this Section. This acknowledgement must state that the Employer or employee benefit plan has no enforceable right in, or to, any Plan benefit payment or portion thereof (except to the extent of payments actually received pursuant to the terms of the arrangement). A blanket written acknowledgement for all Participants and Beneficiaries who are covered under the arrangement with the Employer or employee benefit plan is sufficient. The written acknowledgement must be filed with the plan administrator no later than 90 days after the arrangement is entered into.

17.8 Duplication of Benefits. There shall be no duplication of pension or death benefits payable under the Plan for any reason.

17.9 Evidence Furnished Conclusive. Any person or persons involved in the administration of the Plan shall be entitled to rely upon any representation made or evidence furnished by an Employee, Participant, or Beneficiary with respect to his or her age or other facts required to be determined under any of the provisions of the Plan and shall not be liable on account of the payment of any monies in reliance on those representations. Any representation or evidence shall be binding upon the Employee, Participant, or Beneficiary making or furnishing it but not upon the Employer, its board of directors, the Administrative Committee, or any other person or persons involved in the administration of the Plan. Any of those parties may contest any representation or evidence. Each Employee, Participant and Beneficiary has a duty to submit satisfactory proof of his or her age and other facts.

17.10 Name and Address Changes. Each Participant, spouse, and Beneficiary is responsible for notifying the designated representative of the Administrative Committee of any change in his or her name or address to which his or her benefit checks and other communications are to be mailed. If any check in payment of a benefit is mailed by regular United States mail to the last address of the payee as shown on such representative's records and is returned unclaimed, the Trustee shall discontinue further payments until corrected information is given to such representative.

17.11 Nonvested Benefits. Any gain resulting from a release of actuarial reserves arising from severance of employment, death or any other cause shall not be applied to increase the benefits. Instead, the released reserves shall be used to reduce the Employers contributions in subsequent Plan Years in accordance with the Code and Regulations.

17.12 Release of Claims. All payments to members or former members or beneficiaries shall, to the amount of the payments, be in full satisfaction of claims against the Fund. The Administrative Committee may require the payee, as a condition precedent to payment, to execute a receipt and release in a form approved by the Administrative Committee.

17.13 Severability of Provisions. Each Section and each provision of each Section is severable. If any Section or Sections, or any provision or provisions of any Section are found to be void as against public policy, unenforceable, or invalid for any other reason, that finding shall not affect the validity or enforceability of any other provision or Section.

17.14 Words Used. When the context requires words of the masculine, feminine or neuter gender shall be construed to include the other genders. Words used in the singular or plural may in instances be construed to include the other. When the Trustee is composed of several persons or entities the Trustee collectively may be referred to in the neuter.

17.15 Governing Laws; Parties to Legal Actions. The provisions of the Plan shall be construed, administered and enforced according to the laws of the United States and, to the extent not preempted, the state of Texas. The Administrative Committee or the Employer may at any time initiate any legal action or proceeding for the determination of any questions, including questions of construction which may arise, or for instruction, and the only necessary parties to

such action or proceeding shall be the Employer, except that any other person or persons may be included as parties defendant at the election of the Employer.

17.16 Plan Document Controlling. In the event that there is a discrepancy between the terms of this document and the terms of any policy or contract issued under the Plan, the provisions of this document shall control.

17.17 Cross References. All Section references are to Sections of this Plan Document, unless otherwise specified. Unless the context requires otherwise, any such reference shall be deemed to include a reference to the corresponding substantive provisions of the Plan as in effect from time to time.

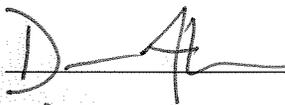
17.18 Multiple Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall be binding on the respective successors and assigns of the Sponsor and the Employers.

IN WITNESS WHEREOF, the Sponsor has executed this Agreement this 29th day of January, 2013, to be effective as of December 28, 2012, with respect only to Employees who have at least one Hour of Service (as defined above) for the performance of duties on or after December 28, 2012, except as otherwise specified or as otherwise required to comply with applicable provisions of the Code, any statute amending the Code, or any other applicable statute, regulation, or ruling.

CONTINENTAL AIRLINES, INC.

By: 
Michael P. Bonds
Executive Vice President of Human
Resources and Labor Relations

ATTEST:

By: 
Name: DARREN FEHRING
Title: MANAGING COUNSEL

**FIRST AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, CONTINENTAL AIRLINES, INC. (the “Sponsor”) and another Employer have heretofore adopted **THE CONTINENTAL RETIREMENT PLAN**, as amended and restated effective December 28, 2012 (the “Plan”);

WHEREAS, the Sponsor reserves the right to amend the Plan at any time;

WHEREAS, the Plan provides liberal methodology for effecting Plan amendments in certain circumstances;

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate the merger of United Air Lines, Inc. with and into Continental Airlines, Inc.; and

WHEREAS, it is intended that this amendment become effective at the “Effective Time”, which shall mean 11:58 P.M EDT on March 31, 2013.

NOW, THEREFORE, the Plan is hereby amended as follows, effective at the Effective Time:

I. Article I of the Plan is amended by adding the following new Section 1.20A thereto:

1.20A Designated Labor Agreements. “Designated Labor Agreements” shall mean the following collective bargaining agreements and mutual understandings as in effect on March 27, 2013, and any successor agreements thereto:

(a) The agreement captioned “Agreement between Continental Airlines, Inc. and International Association of Machinists and Aerospace Workers” applicable to flight attendants employed by Continental Airlines, Inc. (which on March 27, 2013 was under the representation of the Association of Flight Attendants);

(b) The agreement captioned “Agreement Between Continental Airlines, Inc. and The Dispatchers In the Service of Continental Airlines, Inc. As Represented By The Transport Workers Union of America AFL-CIO”;

(c) The agreement captioned “Agreement Between Continental Airlines, Inc. And The Airline Technicians And Related Employees In the Service of Continental Airlines, Inc. As Represented By The International Brotherhood of Teamsters”;

(d) The agreement captioned “Agreement Between Continental Airlines, Inc. And The Fleet Service Employees In the Service of Continental Airlines, Inc. As Represented By The International Brotherhood of Teamsters” (which on March 27, 2013 was under the representation of the International Association of Machinists and Aerospace Workers);

(e) The agreement captioned “Agreement Between Continental Airlines Inc. and Flight Simulator Engineers In the Service of Continental Airlines Inc. As Represented By The Transport Workers Union of America AFL-CIO”;

(f) The agreement captioned “Agreement Between Continental Air Lines, Inc. and the International Association of Machinists and Aerospace Workers” applicable to Ground School Instructors, Ground School Instructor Leads and General Subjects Instructor Leads employed by Continental Airlines, Inc.; and

(g) Any other collective bargaining agreement or mutual understanding in effect on March 27, 2013 solely to the extent that CAL and the labor organization which represents the applicable collective bargaining unit have expressly agreed that an Employee or group of Employees is in the Eligible Class. For the avoidance of doubt, this subparagraph (g) applies to the portion of the following collective bargaining units for which, and solely to the extent that, the understanding between CAL and the International Association of Machinists and Aerospace Workers on March 27, 2013 expressly requires an Employee or group of Employees to be in the Eligible Class:

(i) the craft or class of Passenger Service Employees as certified by the National Mediation Board in case R-7313 on March 8, 2012;

(ii) the craft or class of Stock Clerk Employees as certified by the National Mediation Board in case R-7285 on July 1, 2011; and

(iii) the craft or class of Maintenance Instructors as certified by the National Mediation Board in case R-7323 on June 15, 2012.

Notwithstanding the foregoing list of “Designated Labor Agreements”: (i) if any of the “Designated Labor Agreements” is amended to be effective after March 27, 2013 to exclude all or some of the individuals covered by such labor agreement, then all of the excluded individuals shall cease to be in the Eligible Class on the date specified in the labor agreement and all such excluded individuals will not accrue any further benefits under this Plan; and (ii) if any

“Designated Labor Agreement” authorizes the Employer to freeze the further participation in this Plan of all or some of the individuals covered by such labor agreement and the Employer implements such freeze, then all such individuals impacted by the freeze shall become excluded Employees who are not in the Eligible Class on the date specified by the Employer and all such excluded individuals will not accrue any further benefits under this Plan.

II. Section 1.33 of the Plan is deleted in its entirety and the following shall be substituted therefor:

1.33 Eligible Class. “Eligible Class” shall mean all Employees who were classified as common-law employees of Continental Airlines, Inc. (“CAL”) in CAL’s records at 11:58 P.M. EDT on March 31, 2013 (the “Effective Time”) (or on or after the Effective Time, solely to the extent that Sections 1.33(g)(i), (g)(ii), g(iii) or (g)(iv) apply) and who receive a payroll check through payroll and not a check through accounts payable, without regard to any reclassification resulting from any controversy concerning the employment status of the Employee, other than:

(a) any individual employed in a job category identified on the Employer’s payroll system as part of the Chelsea Catering Division of Continental Airlines, Inc.;

(b) any Employee included in a unit of Employees covered by a collective bargaining agreement between the Employer and the employee representatives (not including any organizations more than half of whose members are owners, officers or executives of the Employer) in the negotiation of which retirement benefits were the subject of good faith bargaining, unless such bargaining agreement provides for participation in the Plan with respect to such Employee;

(c) any individual providing consulting services pursuant to a contract or other arrangement with an Employer;

(d) Leased Employees;

(e) non-resident aliens;

(f) United States expatriates who are not paid through the Sponsor’s U.S. payroll system; and

(g) all Employees who were not classified as common-law employees of CAL in CAL’s records at the Effective Time, with the exception of:

(i) an Employee who is hired after the Effective Time into a position covered by a Designated Labor Agreement, provided that such Employee shall be included in the Eligible

Class only during the period, if any, such Designated Labor Agreement requires participation in this Plan with respect to such Employee;

(ii) an Employee who transfers after the Effective Time directly from a position covered by a Designated Labor Agreement to a position that is classified by the Sponsor as a management and clerical position, provided that, at the time of such transfer, the Designated Labor Agreement required participation in this Plan with respect to such Employee;

(iii) an Employee who: (1) was classified as a common-law employee of CAL prior to the Effective Time; (2) incurred a Separation due solely to Disability; (3) immediately prior to such Separation, was included in the Eligible Class; and (4) following a recovery from Disability, returned to employment after the Effective Time and within the time period described in Section 6.4(a); and

(iv) an Employee who: (1) was classified as a common-law employee of CAL prior to the Effective Time; (2) incurred a Separation due solely to Qualified Military Service; (3) immediately prior to such Separation, was included in the Eligible Class; and (4) following the completion of Qualified Military Service, returned to employment with the Employer after the Effective Time and within the time period required to preserve reemployment rights under applicable federal law following the completion of Qualified Military Service.

Notwithstanding the foregoing:

(x) Effective as of April 30, 2005, active Employees classified as pilots (line and management) or as flight instructors shall no longer be members of the Eligible Class.

(y) Individuals employed by ExpressJet (or any business organization that is an Affiliated Employer with respect to ExpressJet) from and after April 23, 2002 who are not being credited with service on April 23, 2002 pursuant to Section 2.25 shall not be members of the Eligible Class.

(z) No Employee shall become a member of the Eligible Class after the Effective Time unless such Employee satisfies the requirements described in Sections 1.33(g)(i), (g)(ii), (g)(iii) or (g)(iv).

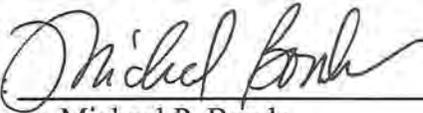
III. Section 3.1 of the Plan is deleted in its entirety and the following shall be substituted therefor:

3.1 Commencement of Participation. Each Employee shall become a Participant on the later of (a) the effective date of the adoption of the Plan by the Employee's Employer, (b) the date on which the Employee completes one Year of Eligibility Service, or (c) the date on which the Employee first becomes a member of the Eligible Class. Notwithstanding the foregoing, no individual shall become a Participant after the Effective Time unless such individual (a) becomes a member of the Eligible Class by satisfying the requirements described in Sections 1.33(g)(i), (g)(ii), (g)(iii) or (g)(iv), and (b) satisfies the service requirement described in the preceding sentence.

IV. As amended hereby, the Plan is specifically ratified and reaffirmed.

IN WITNESS WHEREOF, Continental Airlines, Inc. has executed this amendment on this 28th day of March, 2013, to be effective as indicated above.

CONTINENTAL AIRLINES, INC.

By: 
Michael P. Bonds

Title: Executive Vice President of
Human Resources and Labor Relations

ATTEST:

By: 

Name: DARREN FEHRING

Title: MANAGING COUNSEL

**SECOND AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, UNITED AIRLINES, INC. (the “Sponsor”) and another Employer have heretofore adopted **THE CONTINENTAL RETIREMENT PLAN**, as amended and restated effective December 28, 2012 (the “Plan”); and

WHEREAS, the Sponsor reserves the right to amend the Plan at any time; and

WHEREAS, the Plan provides liberal methodology for effecting Plan amendments in certain circumstances; and

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate various changes to the Plan; and

WHEREAS, the Sponsor has determined that the Plan should be amended to freeze and discontinue additional benefit accruals hereunder for all employees in all Management and Administrative positions and all other positions which are not in the Eligible Class; and

WHEREAS, the Sponsor has determined that the Plan should be amended to address the manner in which the pension benefits should be calculated for individuals who leave the Eligible Class on or after December 31, 2013; and

WHEREAS, it is intended that this amendment become effective at 11:59 P.M. EDT on December 31, 2013.

NOW, THEREFORE, the Plan is hereby amended as follows, effective at 11:59 P.M. EDT on December 31, 2013:

I.

Section 1.33 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“1.33 Eligible Class. ‘Eligible Class’ shall mean all Employees who were classified as common-law employees of Continental Airlines, Inc. (‘CAL’) in CAL’s records at 11:59 P.M. Eastern (DST) on March 31, 2013 (the ‘Effective Time’) (or on or after the Effective Time, solely to the extent required by the provisions of Section 1.33(g)) and who receive a payroll check through the payroll system of CAL and not a check through accounts payable or the payroll system of United Air Lines, Inc., without regard to any reclassification resulting from any controversy concerning the employment status of the Employee, other than:

(a) any individual employed in a job category identified on the Employer’s payroll system as part of the Chelsea Catering Division of CAL;

(b) any Employee included in a unit of Employees covered by a collective bargaining agreement between the Employer and the employee representatives (not including any organizations more than half of whose members are owners, officers or executives of the Employer) in the negotiation of which retirement benefits were the subject of good faith bargaining, unless such bargaining agreement provides for participation in the Plan with respect to such Employee;

(c) any individual providing consulting services pursuant to a contract or other arrangement with an Employer;

(d) Leased Employees;

(e) non-resident aliens;

(f) United States expatriates who are not paid through the U.S. payroll system of CAL; and

(g) all Employees who were not classified as common-law employees of CAL in CAL’s records at the Effective Time, with the exception of:

(i) an Employee who is hired after the Effective Time into a position covered by a Designated Labor Agreement, provided that such Employee shall be included in the Eligible Class only during the period, if any, such Designated Labor Agreement requires participation in this Plan with respect to such Employee;

(ii) an Employee who transfers to a position that is classified by the Sponsor as a Management and Administrative position and who is paid through the U.S. payroll system of CAL, after the Effective Time and before January 1, 2014 (at which time such Employee shall no longer be in the Eligible Class due to the

exclusion of anyone in a Management and Administrative position from the Eligible Class for periods on or after January 1, 2014);

(iii) an Employee who: (1) was classified as a common-law employee of CAL prior to the Effective Time; (2) incurred a Separation due solely to Disability; (3) immediately prior to such Separation, was included in the Eligible Class; and (4) following a recovery from Disability, returned to employment in an Eligible Class after the Effective Time and within the time period described in Section 6.4(a) (for avoidance of doubt, anyone returning to or holding a Management and Administrative position shall not be in the Eligible Class on or after January 1, 2014); and

(iv) an Employee who: (1) was classified as a common-law employee of CAL prior to the Effective Time; (2) incurred a Separation due solely to Qualified Military Service; (3) immediately prior to such Separation, was included in the Eligible Class; and (4) following the completion of Qualified Military Service, returned to employment in an Eligible Class with the Employer after the Effective Time and within the time period required to preserve reemployment rights under applicable federal law following the completion of Qualified Military Service (for avoidance of doubt, anyone returning to or holding a Management and Administrative position shall not be in the Eligible Class on or after January 1, 2014).

Notwithstanding the foregoing:

(w) Effective as of April 30, 2005, active Employees classified as pilots (line and management) or as flight instructors shall no longer be members of the Eligible Class.

(x) Individuals employed by ExpressJet (or any business organization that is an Affiliated Employer with respect to ExpressJet) from and after April 23, 2002 who are not being credited with service on April 23, 2002 pursuant to Section 2.25 shall not be members of the Eligible Class.

(y) No Employee shall become a member of the Eligible Class after the Effective Time unless such Employee satisfies the requirements described in Section 1.33(g).

(z) Effective on and after January 1, 2014, any Employee in a position that is classified by the Sponsor, in its sole discretion, as a Management and Administrative position shall no longer be a member of the Eligible Class with the exception of an Employee in a Management and Administrative position who is suffering a Disability on December 31,

2013, in which case such Employee shall continue as a member of the Eligible Class solely until the earlier of such Employee's retirement or cessation of the Disability.

This exclusion applies to Employees who are in a Management and Administrative position or any other position which is not in the Eligible Class on January 1, 2014 or on any date thereafter. Thus, any transfer from a position covered by a Designated Labor Agreement on or after January 1, 2014 to a Management and Administrative position or any other position which is not in the Eligible Class shall cause the transferred Employee to cease to be a member of the Eligible Class on the date of transfer. Notwithstanding any other provision of the Plan, no Employee shall become a member or continue to be a member of the Eligible Class after December 31, 2013 if such Employee holds a Management and Administrative position or any other position that is not covered by a Designated Labor Agreement."

II.

Section 1.42 of the Plan is deleted in its entirety and the following shall be substituted therefor:

1.42 Final Average Compensation. 'Final Average Compensation' shall mean the larger of:

(a) the highest average of the Participant's annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) full and complete calendar years of active paid employment in an Eligible Class of at least 48 weeks during the ten calendar years after January 1, 1984 and immediately preceding the Participant's termination of employment or Disability, whichever is applicable; or

(b) the highest average of the Participant's annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) calendar years of active paid employment in an Eligible Class during the ten calendar years after January 1, 1984 and immediately preceding the Participant's termination of employment or Disability, whichever is applicable.

For purposes of clause (a) of the first sentence of this Section, a Participant's annual Considered Compensation (without annualization) during his or her last year of active paid employment with the Employer if less than 48 weeks may be treated as his or her annual Considered Compensation for a full and complete calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation. Notwithstanding any other provision of

this Section, if a Participant has no years of full-time active paid employment with the Employer of at least 48 weeks, the Participant's Considered Compensation shall be annualized for any year ending after January 31, 1999, that is included in the period that is (or would have been) taken into account under the first sentence of this Section. Effective January 1, 2002, (a) any calendar year during which the Participant is absent from active employment due to an unpaid leave of absence for a period in excess of four weeks shall be disregarded in determining the ten calendar years after January 1, 1984 and immediately preceding the Participant's termination of employment or Disability; and (b) a Participant's annual Considered Compensation (without annualization) during any calendar year described in clause (a) of this sentence may be treated as his or her annual Considered Compensation for a full and complete calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation."

III.

Article I of the Plan is hereby amended by adding Section 1.56A to provide as follows:

"1.56A Management and Administrative. 'Management and Administrative' shall mean any position classified as a management or administrative position by the Sponsor, in its sole discretion, including, but not limited to, all sub-Continental M&A co-workers, all sub-Continental Employees and all sub-Continental Participants who are not covered by a Designated Labor Agreement which, on December 31, 2013, requires any such Employee to participate in the Plan. Notwithstanding any other provisions of the Plan, the Plan is frozen on December 31, 2013 with respect to all Employees (and all Participants) holding a Management and Administrative position on or after December 31, 2013 and only Participants covered by a Designated Labor Agreement which requires Plan participation shall earn any benefits under the Plan on or after January 1, 2014."

IV.

Section 1.86 of the Plan is deleted in its entirety and the following shall be substituted therefor:

"1.86 Sponsor. 'Sponsor' shall mean United Airlines Inc., a Delaware corporation, or any other business organization that assumes the primary responsibility for maintaining this Plan with the consent of the last preceding Sponsor."

V.

Section 2.5 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“2.5 Years of Credited Service. An Employee shall be credited with one Year of Credited Service as of the last day of each Accrual Computation Period during which he or she is entitled to be credited with not less than 2000 Hours of Service in an Eligible Class. An Employee shall be credited with a fraction of one Year of Credited Service as of the last day of each Accrual Computation Period during which he or she is entitled to be credited with less than 2000 Hours of Service in an Eligible Class. The numerator of such fraction shall be the Employee’s number of Hours of Service during such Accrual Computation Period in an Eligible Class, and the denominator of such fraction shall be 2000.”

VI.

Section 2.23 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“2.23 Service Excluded for Accrual Purposes. Years of Credited Service shall be disregarded in the following circumstances:

(a) Years of Credited Service and portions thereof completed by an Employee while he or she was not a member of the Eligible Class shall be disregarded.

(b) In the case of an Employee who has no vested right under the Plan to any Accrued Benefit derived from Employer contributions at the time he or she incurs a period of five or more consecutive One Year Breaks in Service, the Years of Credited Service completed by such Employee before such period of One Year Breaks in Service shall be disregarded if at such time the number of consecutive One Year Breaks in Service equals or exceeds the aggregate number of his or her Years of Credited Service, whether or not consecutive, completed before such period of consecutive One Year Breaks in Service. In computing the aggregate number of his or her Years of Credited Service prior to any such period of consecutive One Year Breaks in Service, Years of Credited Service shall be disregarded (i) if they could have been disregarded under this Section by reason of any prior period of consecutive One Year Breaks in Service or (ii) if the Plan provisions for determining Years of Vesting Service also applied for purposes of determining Years of Credited Service, and they would have been disregarded under such provisions.”

VII.

Section 3.1 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“3.1 Commencement of Participation. Each Employee shall become a Participant on the later of (a) the effective date of the adoption of the Plan by the Employee’s Employer; (b) the date on which the Employee completes one Year of Eligibility Service; or (c) the date on which the Employee first becomes a member of the Eligible Class. Notwithstanding the foregoing, no individual shall become a Participant after December 31, 2013 unless such individual satisfies the service requirement described in the preceding sentence and (a) is a member of the Eligible Class at 12:59 P.M. EDT on December 31, 2013; or (b) becomes a member of the Eligible Class after 12:59 P.M. EDT on December 31, 2013 by satisfying the requirements described in Section 1.33(g).”

VIII.

Section 6.1 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“6.1 Eligibility. A Participant shall be eligible for a Disability Pension if he or she incurs a Separation while in the Eligible Class due to the Participant suffering a Disability.”

IX.

Section 6.4 of the Plan is deleted in its entirety and the following shall be substituted therefor:

“6.4 Recovery from Disability. The effect of a Participant’s recovery from a Disability shall be determined as follows:

(a) Return to Active Employment. If a Participant who has incurred a Separation while in the Eligible Class due to the Participant suffering a Disability recovers prior to his or her Benefit Commencement Date, returns to service with the Employer within 60 days following such recovery, and is thereafter credited with at least one Year of Eligibility Service after his or her return, then his or her Plan membership shall be reinstated as of the date of said re-employment and he or she shall be entitled to full credit for Years of Service during the period of his or her Disability.

(b) *Non-Return to Active Employment Due to Employer Decision.* If a Participant who has incurred a Separation while in the Eligible Class due to the Participant suffering a Disability recovers prior to his or her Benefit Commencement Date, is willing and able to resume employment covered by the Plan, but is not rehired by the Employer, he or she shall be treated as having incurred a Separation as of the date of recovery from his or her Disability and shall be credited with Years of Vesting Service and Years of Credited Service for the period of his or her Disability. He or she shall be entitled to a pension as though he or she had retired or terminated employment with the Employer, as the case may be, on the date of such recovery from his or her Disability.

(c) *Non-Return to Active Employment Due to Employee Decision.* If a Participant who has incurred a Separation while in the Eligible Class due to the Participant suffering a Disability recovers prior to his or her Benefit Commencement Date and neither paragraph (a) nor paragraph (b) above in this Section apply, the Participant shall be treated as though he or she had incurred a Separation as of the date of his or her Disability. If the interest of such Participant in his or her pension benefits would have been vested had he or she incurred a Separation on the date of his or her Disability, the Participant shall be entitled to a pension as though he or she had retired or terminated employment with the Employer, as the case may be, on the date of such Disability.

(d) *Recovery after Normal Retirement Date.* If a Participant entitled to receive any Disability Pension under the Plan recovers after attaining his or her Normal Retirement Date it shall have no effect upon his or her right to continue to receive his or her Disability Pension as computed and paid out under this Article prior to his or her recovery. Such Participant shall be deemed to be suffering from a Disability for the remainder of his or her life.

(e) *Limitation for Alcohol or Substance Abuse.* Notwithstanding anything in this Section to the contrary, a Participant shall not receive more than two Years of Vesting Service or two Years of Credited Service for any period of Disability attributable to alcohol or substance abuse.”

X.

A new Section 8.12 is hereby added to the Plan to provide as follows:

“8.12 *Special Provisions for Management and Administrative Employees and other Employees who are not in the Eligible Class on or after January 1, 2014.* Notwithstanding any other provision of the Plan, effective as of January 1, 2014, Employees classified by the Sponsor in its records at or after that date as holding a Management and Administrative position, are no longer eligible

to participate in the Plan. These provisions also apply to other Participants who are either not members of the Eligible Class as of January 1, 2014 or later leave the Eligible Class. Similar to the other provisions of this Article VIII, the special provisions set forth in this Section shall supersede and take precedence over other applicable provisions of the Plan. The Accrued Benefit of each Participant in a Management and Administrative position or any other position which is not in the Eligible Class (with the exception of Participants on Disability) on December 31, 2013 is frozen. The frozen Accrued Benefit of such Participant is calculated using the Average Social Security Wage Base, Final Average Compensation, and Years of Credited Service on December 31, 2013, as determined under this Section of the Plan. In addition, if any Participant who is in the Eligible Class on or after January 1, 2014 ceases to be a member of the Eligible Class, the Accrued Benefit of such Participant shall be frozen on the date the Participant ceases to be a member of the Eligible Class. This frozen Accrued Benefit of such Participant is calculated using the Average Social Security Wage Base, Final Average Compensation and Years of Credited Service on the date of such cessation, as determined under this Section of the Plan.

If any Participant is rehired into an Eligible Class or is transferred into an Eligible Class after December 31, 2013, any frozen Accrued Benefit previously determined on December 31, 2013 or thereafter under the prior paragraph of this Section shall not change. A new frozen Accrued Benefit shall be calculated for each period of employment within the Eligible Class using the Years of Credited Service (not in excess of 30 years) during such new period of employment, and the Final Average Compensation, the Considered Compensation and the Average Social Security Wage Base for such new period of employment as determined under this Section of the Plan. If a Participant with a prior Accrued Benefit transfers into or joins an Eligible Class on or after January 1, 2014, the Participant shall have an Accrued Benefit which is the sum of the frozen Accrued Benefits created during each period during which the Participant was in the Eligible Class. For example, if a Participant ceased to be a Management and Administrative Employee on December 31, 2013, a frozen benefit is calculated on December 31, 2013. If the same Participant transferred to the Eligible Class for the years 2015, 2016 and 2017, he or she would have an additional frozen benefit calculated under this Section for the three year period ending in 2017. Similarly, if such Participant left the Eligible Class for the years 2018 and 2019, and then returned for 2020 and 2021, he or she would have another frozen Accrued Benefit calculated under this Section for the last two year period. The final Accrued Benefit for the Participant is the sum of the three frozen benefits, but Years of Credited Service in excess of 30 years shall not be taken into account.

(a) Definitions.

(i) Average Social Security Wage Base. For purposes of calculating the frozen benefit or the sum of the frozen benefits for a Participant who is no longer in the Eligible Class, the Average Social Security Wage Base shall be calculated as defined

in Section 1.10 but as if the Participant terminated employment on each of the last days that the Participant was a member of the Eligible Class. Thus, any Participant classified by the Sponsor in its records as holding a Management and Administrative position (or any other position which is not in the Eligible Class) on December 31, 2013, the Average Social Security Wage Base shall be calculated as defined in Section 1.10 but as if the Participant terminated December 31, 2013. For purposes of calculating the frozen benefit for a Participant whose benefit is frozen due to the Participant ceasing to be in the Eligible Class after December 31, 2013, the Average Social Security Wage Base shall be calculated as defined in Section 1.10 but as if the Participant terminated employment on the date the Participant ceased to be in the Eligible Class whether due to a transfer or for any other reason.

(ii) Considered Compensation. Consistent with the provisions of Section 1.17, and other provisions of the Plan, amounts in excess of the Section 401(a)(17) Limitation for the Plan Year (which was previously frozen at 170,000 for 2000 and thereafter with respect to all Participants) with respect to which Considered Compensation is being determined shall be disregarded. Any Participant transferred to or holding a Management and Administrative position (or any other position which is not in the Eligible Class) on or after January 1, 2014 shall not earn Considered Compensation while holding such a position.

(iii) Final Average Compensation. Section 1.42 shall not apply to a Management and Administrative position (or any other position which is not in the Eligible Class) with respect to a Participant who is holding such a position after December 31, 2013. For purposes of calculating the frozen benefit or the sum of the frozen benefits for a Participant who is no longer in the Eligible Class, the amount of the Final Average Compensation shall be calculated under this subparagraph as if the Participant terminated employment on each of the last days that the Participant was a member of the Eligible Class. Thus, any Participant classified by the Sponsor in its records as holding a Management and Administrative position (or any other position which is not in the Eligible Class) on December 31, 2013, the Final Average Compensation shall be calculated under this subparagraph but as if the Participant terminated December 31, 2013. For purposes of calculating the frozen benefit for a Participant whose benefit is frozen due to the Participant ceasing to be in the Eligible Class after December 31, 2013, the Final Average Compensation shall be calculated under this subparagraph but as if the Participant terminated employment on the date the Participant ceased to be in the Eligible Class whether due to a transfer or for any other reason.

In calculating each separate frozen benefit or frozen benefits, 'Final Average Compensation' shall mean the larger of:

(1) the highest average of the Participant's annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) full and complete calendar years of active paid employment in an Eligible Class of at least 48 weeks during the ten calendar years after January 1, 1984 and immediately preceding the date or dates on or after January 1, 2014 on which the Participant ceased to be in the Eligible Class; or

(2) the highest average of the Participant's annual Considered Compensation (without annualization) for any five consecutive (or all if such Participant has less than five consecutive) calendar years of active paid employment in an Eligible Class during the ten calendar years after January 1, 1984 and immediately preceding the date or dates on or after January 1, 2014 on which the Participant ceased to be in the Eligible Class.

For purposes of clause (1) of this sub-paragraph (iii), a Participant's annual Considered Compensation (without annualization) during his or her last year of active paid employment with the Employer if less than 48 weeks may be treated as his or her annual Considered Compensation for a full and complete calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation. Notwithstanding any other provision of this sub-paragraph, if a Participant has no years of full-time active paid employment with the Employer of at least 48 weeks, the Participant's Considered Compensation shall be annualized for any year ending after January 31, 1999, that is included in the period that is (or would have been) taken into account under the sentence of this sub-paragraph (iii) defining 'Final Average Compensation'. Effective January 1, 2002, (a) any calendar year during which the Participant is absent from active employment due to an unpaid leave of absence for a period in excess of four weeks shall be disregarded in determining the ten calendar years after January 1, 1984 and immediately preceding the date or dates on or after January 1, 2014 on which the Participant ceased to be in the Eligible Class; and (b) a Participant's annual Considered Compensation (without annualization) during any calendar year described in clause (1) of this sub-paragraph (iii) may be treated as his or her annual Considered Compensation for a full and complete

calendar year of active paid employment with the Employer if that would increase his or her Final Average Compensation.

(b) Years of Credited Service. ‘Years of Credited Service’ shall mean a Year of Service taken into account for accrual purposes, as determined under ARTICLE II. An Employee whose benefit is frozen due to being classified by the Sponsor in its records as a Participant who is not in the Eligible Class will not receive Years of Credited Service during employment in a position that is not in the Eligible Class for purposes of calculating any benefits under the Plan, including frozen benefits. If the benefit of a Participant is frozen due to being classified by the Sponsor in its records as a Management and Administrative Employee (or any other position which is not in the Eligible Class) on December 31, 2013, Years of Credited Service for such frozen benefit are determined as of December 31, 2013. For purposes of determining the frozen benefit for a Participant whose benefit is frozen due to being classified by the Sponsor in its records as a Management and Administrative Employee (or any other position which is not in the Eligible Class) after December 31, 2013, Years of Credited Service for such frozen benefit are determined as of his or her date of transfer out of the Eligible Class. In the case of a Participant who has more than one frozen benefit, the Years of Credited Service will be separately determined for the frozen benefit to which the service relates and no Year of Credited Service or portion thereof shall be counted in more than one frozen benefit. The maximum number of Years of Credited Service used to calculate all benefits payable from this Plan is 30. In all cases, whether the Participant’s benefit is calculated using a single formula or a series of frozen benefits, Years of Credited Service and portions thereof in excess of 30 Years of Credited Service shall be excluded. If any such individual is transferred to or hired into a position which is part of the Eligible Class after the individual had previously earned 30 Years of Credited Service, no further Years of Credited Service will be used or granted.

(c) Vesting. A Participant’s vested percentage shall be determined under the following schedule, based on his or her number of Years of Vesting Service:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 5	0%
5 or more	100%

In the case of a Participant who is employed in a Management and Administrative position on December 31, 2013, such Participant shall be fully vested, regardless of the Years of Vesting Service of such Participant.

XI.

Except as modified herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment this 26th day of December, 2013 to be effective as indicated above.

UNITED AIRLINES, INC.

By:  _____
Michael P. Bonds

Title: Executive Vice President of
Human Resources and Labor Relations

**THIRD AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, UNITED AIRLINES, INC. (the "Sponsor") and another Employer have heretofore adopted **THE CONTINENTAL RETIREMENT PLAN**, as amended and restated effective December 28, 2012 (the "Plan");

WHEREAS, the Sponsor reserves the right to amend the Plan at any time;

WHEREAS, the Plan provides liberal methodology for effecting Plan amendments in certain circumstances; and

WHEREAS, the Sponsor has determined that the Plan should be amended to incorporate a request for amendment made by the Internal Revenue Service to obtain a favorable determination letter for the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

I. Effective for deaths occurring on or after January 1, 2007, Section 17.1 of the Plan is deleted in its entirety and the following shall be substituted therefor:

17.1 USERRA Rights. 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 Code and Section 401(a)(37) of the Code. To the extent required under Section 401(a)(37) of the Code, in the case of a Participant who dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

II. As amended hereby, the Plan is specifically ratified and reaffirmed.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment on this sixth day of May, 2014, to be effective as indicated above.

UNITED AIRLINES, INC.

By: 

Michael P. Bonds

Title: Executive Vice President of
Human Resources and Labor Relations

**FOURTH AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, United Airlines, Inc. (the "Sponsor") and another Employer have heretofore adopted The Continental Retirement Plan, as amended and restated effective December 28, 2012 (the "Plan"); and

WHEREAS, the Sponsor reserves the right to amend the Plan at any time; and

WHEREAS, the Plan provides liberal methodology for effecting Plan amendments in certain circumstances; and

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate various changes to the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows, effective June 20, 2014:

I.

Subsection (c) of Section 9.24 of the Plan is deleted in its entirety and the following shall be substituted therefor:

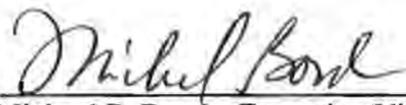
“(c) the two-year anniversary of the Recognition Date.”

II.

Except as modified herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment this 16th day of June, 2014 to be effective as indicated above.

UNITED AIRLINES, INC.

By: 
Michael P. Bonds, Executive Vice President of
Human Resources and Labor Relations

**FIFTH AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, UNITED AIRLINES, INC. (the “Sponsor”) and another Employer have heretofore adopted **THE CONTINENTAL RETIREMENT PLAN**, as amended and restated effective December 28, 2012 (the “Plan”);

WHEREAS, the Sponsor reserves the right to amend the Plan at any time;

WHEREAS, the Plan provides liberal methodology for effecting Plan amendments in certain circumstances; and

WHEREAS, the Sponsor has determined that the Plan should be amended, solely with respect to Puerto Rico employees, to comply with applicable provisions of the Puerto Rico Internal Revenue Code of 1994, as amended, and the Puerto Rico Internal Revenue Code of 2011, as amended; and

WHEREAS, in the Second Amendment to the Plan, the Plan was amended to freeze and discontinue additional benefit accruals hereunder for all employees in all Management and Administrative positions and all other positions which are not in the Eligible Class, and this Fifth Amendment shall be construed in a manner that is consistent with such discontinuance of benefit accruals.

NOW, THEREFORE, the Plan is hereby amended as follows, effective as of December 28, 2013, except as otherwise provided herein:

I.

A new Section 8.13 is hereby added to the Plan as follows:

8.13 Puerto Rico Employees.

(a) Purpose and Effect. The provisions of this Section 8.13 shall apply solely with respect to Participants who are employed by an Employer engaged in business in Puerto Rico (a “Puerto Rico Employer”) and who are bona fide residents of the Commonwealth of Puerto Rico or who perform labor or services primarily within the Commonwealth of Puerto Rico, regardless of residence for other purposes (the “Puerto Rico Participants”). With respect to the Puerto Rico Participants, the Sponsor intends the Plan to qualify, effective January 1, 2007, under Section 1165(a) of the Puerto Rico Internal Revenue Code of 1994, as amended (the “1994 PR Code”), and, effective December 28, 2011, under Section 1081.01(a) of the Puerto Rico Internal Revenue Code of 2011, as amended from time to time (the “2011 PR Code”), such that benefits provided hereunder, prior to distribution, are not currently taxable to the Puerto Rico Participants, the Puerto Rico Employers are entitled to a deduction for Puerto Rico tax purposes, and the Puerto Rico Participants may enjoy any preferential tax treatment available under the 1994 PR Code or the 2011 PR Code, for

contributions to, and distributions from, a Puerto Rico tax qualified retirement plan.

The effective date of this Section 8.13 is December 28, 2013. Notwithstanding the foregoing, solely for Puerto Rico tax qualification purposes and solely with respect to the Puerto Rico Participants, this Section 8.13 is effective as of January 1, 2007, and December 28, 2011, as the Plan was then in effect, unless otherwise provided in this Section 8.13.

Notwithstanding anything herein to the contrary, no Accrued Benefit under the Plan as of December 27, 2012, shall be reduced because of this Section 8.13.

(b) Type of Plan. The Sponsor intends that, effective January 1, 2007, the Plan (including the trust agreement forming a part thereof), as applied to Puerto Rico Participants, be a defined benefit pension plan for the exclusive benefit of its employees or their beneficiaries as provided for in Section 1165(a) of the 1994 PR Code, and effective December 28, 2011, in Section 1081.01(a) of the 2011 PR Code, and is to be interpreted and administered in a manner consistent with that intent. With respect to the Puerto Rico Participants, the Plan will at all times be maintained and administered in accordance with any applicable laws and regulations of the Commonwealth of Puerto Rico in connection with contributions and accrual of benefits related to the Puerto Rico Participants, unless contrary to the applicable provisions of the Code or ERISA.

(c) Affiliated Employer. Effective for Plan Years beginning on or after December 28, 2012, for purposes of the qualification requirements and the non-discrimination and coverage testing provisions of Sections 1081.01(a) of the 2011 PR Code, the term "Affiliated Employer" means the Puerto Rico Employers that are corporations and business organizations which together with the Sponsor are members of a controlled group of corporations, or organizations under common control, or of affiliated service groups, as such terms are defined in Sections 1081.01(a)(14)(B) and 1010.04 of the 2011 PR Code. For purposes of determining whether or not a person is an employee of the controlled group and the period of employment of such person, each entity (other than the Sponsor) shall be considered an Affiliated Employer only for such period or periods during which such entity is a member of a controlled group or under common control.

(d) Annual Compensation. Notwithstanding any provision of the Plan to the contrary, effective January 1, 2007, a Puerto Rico Participant's Annual Compensation shall include contributions made on behalf of the Puerto Rico Participant by his or her Puerto Rico Employer that are not currently includible in the Puerto Rico Participant's gross income by reason of the application of Sections 1165(b)(1) and (e)(5) of the 1994 PR Code, and, effective December 28, 2012, the application of Sections 1081.01(b)(1) and (d)(5) of the 2011 PR Code. Notwithstanding the foregoing, a Puerto Rico Participant's Annual Compensation for any Plan Year shall not exceed the Section 401(a)(17) Limitation for the Plan

(which was previously frozen at \$170,000 for 2000 and thereafter with respect to all Participants, and which is less than the applicable annual limit provided in Section 1081.01(a)(12) of the 2011 PR Code).

(e) Limits on Puerto Rico Participant's Maximum Pension.

Notwithstanding any provision of the Plan to the contrary, effective for Plan Years beginning on or after December 28, 2012, the amount of a Puerto Rico Participant's benefit credited to such Participant for any Limitation Year shall not exceed the applicable annual limit provided in Section 1081.01(a)(11) of the 2011 PR Code (e.g., the lesser of (i) \$200,000 in 2012, (\$205,000 in 2013, and \$210,000 in 2014) (expressed as a straight life annuity with no ancillary benefits) and (ii) one hundred percent of the Participant's average highest Compensation, as applicable, for a period not exceeding three years). For the purpose of this Section 8.13(e), all Puerto Rico tax qualified defined benefit plans maintained by the Sponsor shall be treated as one defined benefit plan.

(f) Direct Transfer of Eligible Rollover Distributions.

Notwithstanding any provision of the Plan to the contrary: (i) effective January 1, 2007, a Puerto Rico Participant may elect, at the time and in the manner prescribed by the Administrative Committee, to have a total lump-sum distribution received from the Plan on account of separation from service paid directly in a direct rollover to a "Puerto Rico Eligible Retirement Plan" (as defined below) that accepts the Puerto Rico Participant's Eligible Rollover Distribution (as defined in the Plan), and (ii) effective January 1, 2011, a Puerto Rico Participant may elect, at the time and in the manner prescribed by the Administrative Committee, to have all or part of a distribution received from the Plan on account of separation from service or the termination of the Plan paid directly in a direct rollover to a "Puerto Rico Eligible Retirement Plan" (as defined below) that accepts the Puerto Rico Participant's Eligible Rollover Distribution (as defined in the Plan). For purposes of this Section 8.13(f), the term "Puerto Rico Eligible Retirement Plan" means, effective January 1, 2007, a qualified trust described in Section 1165(a) of the 1994 PR Code, and an individual retirement account or annuity described in Sections 1169(a) and (b) of the 1994 PR Code, respectively, and, effective January 1, 2011, a qualified trust described in Section 1081.01(a) of the 2011 PR Code, and an individual retirement account or annuity described in Sections 1081.02(a) and (b) of the 2011 PR Code, respectively, that accepts the Puerto Rico Participant's Eligible Rollover Distribution. Notwithstanding the foregoing, in order for such Eligible Rollover Distribution not to be subject to both applicable United States and Puerto Rico income tax withholdings and to defer taxation under both the Code and the PR Code, such Puerto Rico Participant's benefit must be distributed in the form of a direct rollover distribution to a trust that is tax qualified under both Section 401(a) of the Code and Section 1165(a) of the 1994 PR Code, or effective January 1, 2011, Section 1081.01(a) of the 2011 PR Code at the time of the rollover distribution.

(g) ***Puerto Rico Employer Contributions.*** Only with respect to a Puerto Rico Participant, effective January 1, 2007, each contribution made by a Puerto Rico Employer to the Plan with respect to a Puerto Rico Participant is expressly conditioned on the deductibility of such contribution under the 1994 PR Code, and effective January 1, 2011, under the 2011 PR Code, for the taxable year during which it is contributed. If the Puerto Rico Department of the Treasury disallows the deduction, or if the contribution was made by a mistake of fact, to the extent permissible under ERISA and the Code, such contributions shall be returned to the Puerto Rico Employer within one (1) year after the disallowance of the deduction (to the extent disallowed), or after the payment of the contribution, respectively.

(h) ***Payment of Contributions.*** Contributions to the Plan by a Puerto Rico Employer with respect to the Puerto Rico Participants shall be paid to the Trustee not later than the due date for filing the Puerto Rico Employer's Puerto Rico income tax return for the taxable year for which such contributions are made, including any extension thereof.

(i) ***Puerto Rico Highly Compensated Employees.*** Solely for Puerto Rico tax qualification purposes, a Puerto Rico Highly Compensated Employee means, with respect to a Plan Year, an Employee who is eligible to participate in the Plan:

(i) prior to December 28, 2011, whose Annual Compensation is higher than the Annual Compensation of two-thirds of all Puerto Rico Employees who are eligible to participate in the Plan; and

(ii) effective December 28, 2011, who:

1) is an officer (as defined by applicable regulations) of a Puerto Rico Employer; or

2) at any time during the calendar year ending with or within the Plan Year or the preceding calendar year ending with or within the Plan Year was a 5% owner of a Puerto Rico Employer; or

3) for the preceding calendar year had Annual Compensation in excess of the applicable dollar amount provided under Section 1081.01(d)(3)(E)(iii)(IV) of the 2011 PR Code (e.g., \$110,000 for 2011, and \$115,000 for 2012, 2013, and 2014).

The term "Puerto Rico Highly Compensated Employee" also includes any former Employee of a Puerto Rico Employer eligible to participate in the Plan who separated from service (or has a deemed separation from service) prior to the Plan Year, performs no service for the Employer during the Plan Year, and was a Puerto Rico Highly Compensated Employee for the separation year.

(j) **Plan Merger, Consolidation or Transfer.** Any merger or consolidation of the Plan with, or transfer in whole or in part of the assets and liabilities of the Trust to, another trust as applied to a Puerto Rico Participant under the Plan will be limited to the extent such other plan and trust are qualified under Section 1165(a) of the 1994 PR Code, and effective January 1, 2011, under Section 1081.01(a) of the 2011 PR Code.

(k) **Governing Law.** With respect to the Puerto Rico Participants and the Puerto Rico Employers, it is the intent that the Plan be administered, governed and construed according to the Code and ERISA unless this Section 8.13 applies.

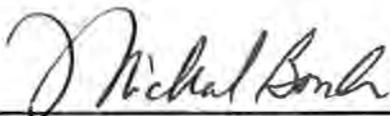
(l) **Use of Terms.** Unless otherwise indicated and unless the context clearly indicates otherwise, terms defined in the Plan will also apply to terms used in this Section 8.13. All terms and provisions of the Plan shall apply to this Section 8.13, except that where the terms and provisions of the Plan and this Section 8.13 conflict, the terms and provisions of this Section 8.13 shall govern, unless contrary to the applicable provisions of the Code or ERISA.

II.

As amended hereby, the Plan is specifically ratified and reaffirmed.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment on this 10th day of July, 2014, to be effective as indicated above.

UNITED AIRLINES, INC.

By: 
Michael P. Bonds

Title: Executive Vice President of
Human Resources and Labor Relations

**SIXTH AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, United Airlines, Inc. (the “Sponsor”) and another Employer have heretofore adopted The Continental Retirement Plan, as amended and restated effective December 28, 2012 (the “Plan”); and

WHEREAS, the Sponsor reserves the right to amend the Plan at any time; and

WHEREAS, the Plan provides at Section 15.1 that the Sponsor has the right to amend the Plan from time to time; and

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate various changes to the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows, effective October 8, 2014 except as otherwise provided below:

I.

Section 1.20 is hereby amended in its entirety to provide as follows:

“1.20 Deferred Vested Pension. ‘Deferred Vested Pension’ shall mean the pension to which a Participant becomes entitled upon Separation for any reason other than death or Disability prior to the occurrence of either his or her Early Retirement Date or his or her attainment of Normal Retirement Age, as described in Section 5.2. In addition, in connection with the Special 2014 Window Period, a Window Eligible Participant can elect the immediate commencement of the pension described in Section 8.14 to which he or she became entitled upon his or her prior Separation for any reason other than death, or Disability prior to the occurrence of his or her Early Retirement Date or his or her attainment of Normal Retirement Age.”

II.

Effective April 1, 2013, Section 1.86 is hereby amended in its entirety to provide as follows:

“1.86 Sponsor. ‘Sponsor’ shall mean United Airlines, Inc., a Delaware corporation, or any other business organization that assumes the primary responsibility for maintaining this Plan with the consent of the last preceding Sponsor.”

III.

A new Section 8.14 is hereby added to the Plan to provide as follows:

“8.14 Window Special Commencement and Lump Sum Option. Notwithstanding the other provisions of the Plan, under the provisions of this Section 8.14, a Window Eligible Participant and a Window Eligible Spouse shall be entitled to make an election solely during the Special 2014 Window Period to commence the pension or death benefit described in this Section 8.14.

(a) Definitions.

(i) Special 2014 Window Period. ‘Special 2014 Window Period’ shall mean the period beginning on October 8, 2014 and generally ending on November 18, 2014.

(ii) Window Eligible Participant. ‘Window Eligible Participant’ shall mean a Participant entitled to a Deferred Vested Pension who terminated employment with an Employer on or before May 31, 2014 who had not commenced distribution of his pension prior to December 1, 2014, and who meets all of the following requirements:

1. Subject to paragraph 3 below, the single sum Actuarial Equivalent value of the terminated Participant’s vested Accrued Benefit, as determined by the Actuary of the Plan (after the reduction for the Qualified Preretirement Survivor Annuity), is between: (a) \$5,000 and \$50,000 at December 1, 2014 and the Participant is under age 65 on such date, or (b) \$1 and \$50,000 at December 1, 2014, provided the Participant is both age 65 or older on December 1, 2014 and younger than age 70½ as of December 31, 2013;

2. The Participant has never had a QDRO issued with respect to the Plan and the Participant has represented to the

Administrative Committee there are no QDROs in process with respect to the Plan;

3. The Participant never participated in a Frozen Plan or the RIP, provided that if the Participant so participated, the value of the Frozen Plan vested benefit and the value of the RIP vested benefit shall not count against the \$50,000, but only the part of the benefit that does not relate to a Frozen Plan or the RIP is taken into account for purposes of this limited window special commencement opportunity in December of 2014. No part of a Frozen Plan vested benefit or the RIP vested benefit shall be distributed under this Section 8.14;

4. The Participant was not credited with service on April 23, 2002 from ExpressJet under Section 2.25 of the Plan;

5. The Participant is not an alternate payee; and

6. The Participant submits all required election forms during the Special 2014 Window Period. In this regard, an election packet will be sent to each Participant who otherwise qualifies as a Window Eligible Participant. If the Participant fails to mail a response in a manner consistent with the procedures set forth by the Administrative Committee for any reason including, but not limited to, a bad mailing address or lost mail, then the Participant will not be a Window Eligible Participant. There shall be a short correction and revocation period ending on such date(s) in December 2014 selected by the Administrative Committee for purposes of correcting timely submitted, but incomplete election forms and for purposes of revoking an election.

(iii) *Window Eligible Spouse.* 'Window Eligible Spouse' shall mean a Surviving Spouse who is entitled to a death benefit in the form of a Qualified Preretirement Survivor Annuity under Section 7.1 or Surviving Domestic Partner who is entitled to a death benefit in the form of a Domestic Partner Preretirement Survivor Annuity under Section 7.3 who (a) became entitled to the death benefit with respect to a deceased Participant who terminated employment with an Employer on or before May 31, 2014 and whose death was reflected in the records of the Administrative Committee on or before May 31, 2014, (b) who had not commenced distribution of the death benefit prior to December 1, 2014, and (c) who meets all of the following requirements:

1. Subject to paragraph 3 below, the single sum Actuarial Equivalent value of the death benefit, as determined by the Actuary of the Plan is between: (a) \$5,000 and \$50,000 at December 1, 2014 and the deceased Participant would have been

under age 65 on such date, or (b) \$1 and \$50,000 at December 1, 2014, provided that the deceased Participant would have been age 65 or older on December 31, 2014 and younger than age 70½ as of December 31, 2013;

2. The deceased Participant had never had a QDRO issued with respect to the Plan and the Surviving Spouse or the Surviving Domestic Partner has represented to the Administrative Committee there are no QDROs in process with respect to the Plan;

3. The deceased Participant never participated in a Frozen Plan or the RIP, provided that if the deceased Participant so participated, the value of the Frozen Plan vested death benefit and the value of the RIP vested death benefit shall not count against the \$50,000, but only the part of the death benefit that does not relate to a Frozen Plan or the RIP is taken into account for purposes of this limited window special commencement opportunity in December of 2014. No part of a Frozen Plan death benefit or the RIP death benefit shall be distributed under this Section 8.14;

4. The deceased Participant was not credited with service on April 23, 2002 from ExpressJet under Section 2.25 of the Plan;

5. The deceased Participant was not an alternate payee; and

6. The Surviving Spouse or the Surviving Domestic Partner submits all required election forms during the Special 2014 Window Period. In this regard, an election packet will be sent to each Surviving Spouse or Surviving Domestic Partner who otherwise qualifies as a Window Eligible Spouse. If the Surviving Spouse or the Surviving Domestic Partner fails to mail a response in a manner consistent with the procedures set forth by the Administrative Committee for any reason including, but not limited to, a bad mailing address or lost mail, then the Surviving Spouse or the Surviving Domestic Partner will not be a Window Eligible Spouse. There shall be a short correction and revocation period ending on such date(s) in December 2014 selected by the Administrative Committee for purposes of correcting timely submitted, but incomplete election forms and for purposes of revoking an election.

(b) Limited Time Accelerated Commencement and Lump Sum Option of Window Eligible Participant. Notwithstanding the existing commencement date provisions of the Plan, during the Special

2014 Window Period and through the limited correction and revocation period which ends on such date(s) in December 2014 selected by the Administrative Committee, a Window Eligible Participant who is still alive on December 1, 2014 can elect to commence his or her pension benefit other than benefits due under Sections 8.7 and 8.8 of the Plan. All current optional forms of benefit offered under the Plan shall be available to a Window Eligible Participant. In addition, solely during the Special 2014 Window Period, a Participant may elect an immediate lump sum distribution even though such option would not otherwise be available to the Participant. All of the normal election rules under the Plan shall apply. Thus, the normal form of distribution is a Qualified Joint and Survivor Annuity to a married Participant and a Life Only Annuity to a single Participant. The election of any optional form of benefit by a married Participant will require compliance with the spousal consent rules. A Window Eligible Participant is not required to commence distributions during the window. If no distribution is elected, the window early distribution right will cease, but the current optional forms of distribution (which do not include a lump sum option) and commencement dates of the Plan for Deferred Vested Pensions will continue in accordance with Plan document terms and conditions.

(c) Limited Time Accelerated Commencement and Lump Sum Option of Window Eligible Spouse. Notwithstanding the existing commencement date provisions of the Plan, during the Special 2014 Window Period and through the limited correction and revocation period which ends on such date(s) in December 2014 selected by the Administrative Committee, a Window Eligible Spouse who is still alive on December 1, 2014 can elect to commence his or her death benefit other than benefits due under Sections 8.7 and 8.8 of the Plan. The current optional form of payment of the death benefit offered under the Plan shall be available to a Window Eligible Spouse. In addition, solely during the Special 2014 Window Period, a Window Eligible Spouse may elect an immediate lump sum distribution even though such option would not otherwise be available to the Window Eligible Spouse. All of the normal election rules under the Plan shall apply. A Window Eligible Spouse is not required to commence distributions during the window. If no distribution is elected, the window early distribution right will cease, but the current optional form of distribution (which does not include a lump sum option) and commencement dates of the Plan for a death benefit will continue in accordance with Plan document terms and conditions.”

IV.

Section 7.1 is hereby amended by deleting the last sentence of such Section.

V.

Section 7.3(b) is hereby amended by deleting the last sentence of such Section.

VI.

Section 9.3 is hereby amended in its entirety to provide as follows effective December 1, 2014 with respect to a Participant who would have been a Window Eligible Participant under Section 8.14(a)(ii)1.(a) if the single sum amount involved were not less than \$5,000 and with respect to an individual who would have been a Window Eligible Spouse under Section 8.14(a)(iii)1.(a) if the single sum amount involved were not less than \$5,000 and effective March 26, 2015 with respect to all other Participants and other individuals:

“9.3 Single Sum Mandatory Payment of Small Amounts. Each Participant (a) who does not die before the Benefit Commencement Date and (b) whose vested Accrued Benefit is Actuarially Equivalent to an immediate single sum payment of \$5,000 or less, and (c) who is not in furlough status shall be paid in the form of an immediate single sum payment. A Surviving Spouse whose death benefit is Actuarially Equivalent to an immediate single sum payment of \$5,000 or less shall be paid in the form of a single sum payment. Further, a Surviving Domestic Partner whose death benefit is Actuarially Equivalent to an immediate single sum payment of \$5,000 or less shall be paid in the form of a single sum payment. In the event a Participant, a Surviving Spouse, or a Surviving Domestic Partner does not elect to have such payment made directly to

an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive a lump sum cash distribution directly, then the Administrative Committee will cause the payment to be made in a direct rollover to an Eligible Retirement Plan designated by the Administrative Committee.”

VII.

Section 9.8 is hereby amended in its entirety to provide as follows:

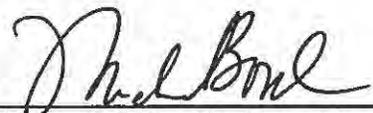
“**9.8 Commencement of Death Benefits.** A Participant’s Surviving Spouse may direct that monthly payments under the Participant’s death benefit commence on the first day of any month coincident with or next following the date on which the Participant would have attained his or her Earliest Retirement Age. Further, a Participant’s Surviving Domestic Partner may direct that monthly payments under the Participant’s death benefit commence on the first day of any month coincident with or next following the date on which the Participant would have attained his or her Earliest Retirement Age. In addition, in connection with the Special 2014 Window Period, a Window Eligible Surviving Spouse and a Window Eligible Surviving Domestic Partner can elect the immediate commencement of the death benefit attributable to a Participant’s prior death even though the Participant would not have attained his or her Earliest Retirement Age at the time of commencement.”

VIII.

Except as modified herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment this 12th day of December, 2014 to be effective as indicated above.

UNITED AIRLINES, INC.

By: 
Michael P. Bonds, Executive Vice President of
Human Resources and Labor Relations

**SEVENTH AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, United Airlines, Inc. (the “Sponsor”) and another Employer have heretofore adopted The Continental Retirement Plan, as amended and restated effective December 28, 2012 (the “Plan”); and

WHEREAS, the Sponsor reserves the right to amend the Plan at any time; and

WHEREAS, the Plan provides at Section 15.1 that the Sponsor has the right to amend the Plan from time to time; and

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate various changes to the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

I.

Effective for plan years beginning on or after January 1, 2010, Section 4.9 of the Plan is amended in its entirety to read as follows:

“4.9 Compliance with Certain Funding-Based Limits. With respect to the limitations imposed by Section 436 of the Code, the provisions set forth in ‘Addendum 1’ shall apply.”

II.

Effective for plan years beginning on or after January 1, 2010, a new “Addendum 1” is hereby added to the Plan. Addendum 1 primarily utilizes the sample plan amendment provided in Internal Revenue Service Notice 2011-96. Addendum 1 shall not be construed to grant any benefit, right or feature that is in addition to or different from the restrictions and provisions expressly required by Section 436 of the Internal Revenue Code and Treasury Regulations thereunder, as applicable to the Plan. Addendum 1 shall provide as follows:

“ADDENDUM 1

LIMITATIONS APPLICABLE IF THE PLAN’S ADJUSTED FUNDING TARGET ATTAINMENT PERCENTAGE IS LESS THAN 80 PERCENT OR IF THE PLAN SPONSOR IS IN BANKRUPTCY

1. **Limitations Applicable If the Plan’s Adjusted Funding Target Attainment Percentage Is Less Than 80 Percent, But Not Less Than 60 Percent.**

Notwithstanding any other provisions of the Plan, if the Plan’s adjusted funding target attainment percentage for a Plan Year is less than 80 percent (or would be less than 80 percent to the extent described in Section 1(b) below) but is not less than 60 percent, then the limitations set forth in this Section 1 apply.

(a) **50 Percent Limitation on Single Sum Payments, Other Accelerated Forms of Distribution, and Other Prohibited Payments.**

A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable Code Section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, unless the present value of the portion of the benefit that is being paid in a prohibited payment does not exceed the lesser of:

- (i) 50 percent of the present value of the benefit payable in the optional form of benefit that includes the prohibited payment; or
- (ii) 100 percent of the PBGC maximum benefit guarantee amount (as defined in Section 1.436-1(d)(3)(iii)(C) of the Treasury Regulations).

The limitation set forth in this Section 1(a) does not apply to any payment of a benefit which under Section 411(a)(11) of the Internal Revenue Code may be immediately distributed without the consent of the Participant. If an optional form of benefit that is otherwise available under the terms of the Plan is not available to a Participant or Beneficiary as of the annuity starting date because of the application of the requirements of this Section 1(a), the Participant or Beneficiary is permitted to elect to bifurcate the benefit into unrestricted and restricted portions (as described in Section 1.436-1(d)(3)(iii)(D) of the Treasury Regulations). The

Participant or Beneficiary may also elect any other optional form of benefit otherwise available under the Plan at that annuity starting date that would satisfy the 50 percent/PBGC maximum benefit guarantee amount limitation described in this Section 1(a), or may elect to defer the benefit in accordance with any general right to defer commencement of benefits under the Plan.

(b) Plan Amendments Increasing Liability for Benefits.

No amendment to the Plan that has the effect of increasing liabilities of the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits become nonforfeitable shall take effect in a Plan Year if the adjusted funding target attainment percentage for the Plan Year is:

- (i) Less than 80 percent; or
- (ii) 80 percent or more, but would be less than 80 percent if the benefits attributable to the amendment were taken into account in determining the adjusted funding target attainment percentage.

2. Limitations Applicable If the Plan's Adjusted Funding Target Attainment Percentage Is Less Than 60 Percent.

Notwithstanding any other provisions of the Plan, if the Plan's adjusted funding target attainment percentage for a Plan Year is less than 60 percent (or would be less than 60 percent to the extent described in Section 2(b) below), then the limitations in this Section 2 apply.

(a) Single Sums, Other Accelerated Forms of Distribution, and Other Prohibited Payments Not Permitted.

A Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date on or after the applicable Code Section 436 measurement date, and the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment. The limitation set forth in this Section 2(a) does not apply to any payment of a benefit which under Section 411(a)(11) of the Internal Revenue Code may be immediately distributed without the consent of the Participant.

(b) Shutdown Benefits and Other Unpredictable Contingent Event Benefits Not Permitted to Be Paid.

An unpredictable contingent event benefit with respect to an unpredictable contingent event occurring during a Plan Year shall not be paid if the adjusted funding target attainment percentage for the Plan Year is:

- (i) Less than 60 percent; or
- (ii) 60 percent or more, but would be less than 60 percent if the adjusted funding target attainment percentage were redetermined applying an actuarial assumption that the likelihood of occurrence of the unpredictable contingent event during the Plan Year is 100 percent.

(c) Benefit Accruals Frozen.

Benefit accruals under the Plan shall cease as of the applicable Code Section 436 measurement date. In addition, if the Plan is required to cease benefit accruals under this Section 2(c), then the Plan is not permitted to be amended in a manner that would increase the liabilities of the Plan by reason of an increase in benefits or establishment of new benefits.

3. Limitations Applicable If the Plan Sponsor Is In Bankruptcy.

Notwithstanding any other provisions of the Plan, a Participant or Beneficiary is not permitted to elect, and the Plan shall not pay, a single sum payment or other optional form of benefit that includes a prohibited payment with an annuity starting date that occurs during any period in which the Plan Sponsor is a debtor in a case under title 11, United States Code, or similar Federal or State law, except for payments made within a Plan Year with an annuity starting date that occurs on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. In addition, during such period in which the Plan Sponsor is a debtor, the Plan shall not make any payment for the purchase of an irrevocable commitment from an insurer to pay benefits or any other payment or transfer that is a prohibited payment, except for payments that occur on a date within a Plan Year that is on or after the date on which the Plan's enrolled actuary certifies that the Plan's adjusted funding target attainment percentage for that Plan Year is not less than 100 percent. The limitation set forth in this Section 3 does not apply to any payment of a benefit which under Section 411(a)(11) of the Internal Revenue Code may be immediately distributed without the consent of the Participant.

4. Provisions Applicable After Limitations Cease to Apply.

(a) Resumption of Prohibited Payments.

If a limitation on prohibited payments under Section 1(a), Section 2(a), or Section 3 applied to the Plan as of a Code Section 436 measurement date, but that limit no longer applies to the Plan as of a later Code Section 436 measurement date, then that limitation does not apply to benefits with annuity starting dates that are on or after that later Code Section 436 measurement date.

(b) Resumption of Benefit Accruals.

If a limitation on benefit accruals under Section 2(c) applied to the Plan as of a Code Section 436 measurement date, but that limitation no longer applies to the Plan as of a later Code Section 436 measurement date, then benefit accruals shall resume prospectively and that limitation does not apply to benefit accruals that are based on service on or after that later Code Section 436 measurement date, except as otherwise provided under the Plan. The Plan shall comply with the rules relating to partial years of participation and the prohibition on double proration under Department of Labor regulation 29 CFR Section 2530.204-2(c) and (d).

(c) Shutdown and Other Unpredictable Contingent Event Benefits.

If an unpredictable contingent event benefit with respect to an unpredictable contingent event that occurs during the Plan Year is not permitted to be paid after the occurrence of the event because of the limitation of Section 2(b), but is permitted to be paid later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(B) of the Treasury Regulations), then that unpredictable contingent event benefit shall be paid, retroactive to the period that benefit would have been payable under the terms of the Plan (determined without regard to Section 2(b)). If the unpredictable contingent event benefit does not become payable during the Plan Year in accordance with the preceding sentence, then the Plan is treated as if it does not provide for that benefit.

(d) Treatment of Plan Amendments That Do Not Take Effect.

If a Plan amendment does not take effect as of the effective date of the amendment because of the limitation of Section 1(b) or Section 2(c), but is permitted to take effect later in the same Plan Year (as a result of additional contributions or pursuant to the enrolled actuary's certification of the adjusted funding target attainment percentage for the Plan Year that meets the requirements of Section 1.436-1(g)(5)(ii)(C) of the Treasury Regulations), then the Plan amendment must automatically take effect as of the first day of the Plan Year (or, if later, the original effective date of the amendment). If the Plan amendment cannot take effect during the same Plan Year, then it shall be treated as if it were never adopted, unless the Plan amendment provides otherwise.

5. Notice Requirement.

See Section 101(j) of ERISA for rules requiring the Plan administrator of a single employer defined benefit pension plan to provide a written notice to Participants and Beneficiaries within 30 days after certain specified dates if the Plan has become subject to a limitation described in Section 1(a), Section 2, or Section 3.

6. Methods to Avoid or Terminate Benefit Limitations.

See Section 436(b)(2), (c)(2), (e)(2), and (f) of the Internal Revenue Code and Section 1.436-1(f) of the Treasury Regulations for rules relating to employer contributions and other methods to avoid or terminate the application of the limitations set forth in Sections 1 through 3 for a Plan Year. In general, the methods a Plan Sponsor may use to avoid or terminate one or more of the benefit limitations under Sections 1 through 3 for a Plan Year include employer contributions and elections to increase the amount of Plan assets which are taken into account in determining the adjusted funding target attainment percentage, making an employer contribution that is specifically designated as a current year contribution that is made to avoid or terminate application of certain of the benefit limitations, or providing security to the Plan.

7. Special Rules.

(a) Rules of Operation for Periods Prior to and After Certification of Plan's Adjusted Funding Target Attainment Percentage.

- (i) In General. Section 436(h) of the Internal Revenue Code and Section 1.436-1(h) of the Treasury Regulations set forth a series of presumptions that apply (1) before the Plan's enrolled actuary issues a certification of the Plan's adjusted funding target attainment percentage for the Plan

Year and (2) if the Plan's enrolled actuary does not issue a certification of the Plan's adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary issues a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but does not issue a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year). For any period during which a presumption under Section 436(h) of the Internal Revenue Code and Section 1.436-1(h) of the Treasury Regulations applies to the Plan, the limitations under Sections 1 through 3 are applied to the Plan as if the adjusted funding target attainment percentage for the Plan Year were the presumed adjusted funding target attainment percentage determined under the rules of Section 436(h) of the Internal Revenue Code and Section 1.436-1(h)(1), (2), or (3) of the Treasury Regulations. These presumptions are set forth in Section 7(a)(ii) through (iv).

(ii) Presumption of Continued Underfunding Beginning First Day of Plan Year. If a limitation under Section 1, 2, or 3 applied to the Plan on the last day of the preceding Plan Year, then, commencing on the first day of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 7(a)(iii) or Section 7(a)(iv) applies to the Plan:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the adjusted funding target attainment percentage in effect on the last day of the preceding Plan Year; and
- (2) The first day of the current Plan Year is a Code Section 436 measurement date.

(iii) Presumption of Underfunding Beginning First Day of 4th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 4th month of the Plan Year and the Plan's adjusted funding target attainment percentage for the preceding Plan Year was either at least 60 percent but less than 70 percent or at least 80 percent but less than 90 percent, or is described in

Section 1.436-1(h)(2)(ii) of the Treasury Regulations, then, commencing on the first day of the 4th month of the current Plan Year and continuing until the Plan's enrolled actuary issues a certification of the adjusted funding target attainment percentage for the Plan for the current Plan Year, or, if earlier, the date Section 7(a)(iv) applies to the Plan:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be the Plan's adjusted funding target attainment percentage for the preceding Plan Year reduced by 10 percentage points; and
- (2) The first day of the 4th month of the current Plan Year is a Code Section 436 measurement date.

(iv) Presumption of Underfunding On and After First Day of 10th Month. If the Plan's enrolled actuary has not issued a certification of the adjusted funding target attainment percentage for the Plan Year before the first day of the 10th month of the Plan Year (or if the Plan's enrolled actuary has issued a range certification for the Plan Year pursuant to Section 1.436-1(h)(4)(ii) of the Treasury Regulations but has not issued a certification of the specific adjusted funding target attainment percentage for the Plan by the last day of the Plan Year), then, commencing on the first day of the 10th month of the current Plan Year and continuing through the end of the Plan Year:

- (1) The adjusted funding target attainment percentage of the Plan for the current Plan Year is presumed to be less than 60 percent; and
- (2) The first day of the 10th month of the current Plan Year is a Code Section 436 measurement date.

(b) New Plans, Plan Termination, Certain Frozen Plans, and Other Special Rules.

(i) Plan Termination. The limitations on prohibited payments in Section 1(a), Section 2(a), and Section 3 do not apply to prohibited payments that are made to carry out the termination of the Plan in accordance with applicable law. Any other applicable limitations under this section of the Plan do not cease to apply as a result of termination of the Plan.

- (ii) Exception to Limitations on Prohibited Payments Under Certain Frozen Plans. The limitations on prohibited payments set forth in Sections 1(a), 2(a), and 3 do not apply for a Plan Year if the terms of the Plan, as in effect for the period beginning on September 1, 2005, and continuing through the end of the Plan Year, provide for no benefit accruals with respect to any Participants. This Section 7(b)(ii) shall cease to apply as of the date any benefits accrue under the Plan or the date on which a Plan amendment that increases benefits takes effect.
- (iii) Special Rules Relating to Unpredictable Contingent Event Benefits and Plan Amendments Increasing Benefit Liability. During any period in which none of the presumptions under Section 7(a) apply to the Plan and the Plan's enrolled actuary has not yet issued a certification of the Plan's adjusted funding target attainment percentage for the Plan Year, the limitations under Section 1(b) and Section 2(b) shall be based on the inclusive presumed adjusted funding target attainment percentage for the Plan, calculated in accordance with the rules of Section 1.436-1(g)(2)(iii) of the Treasury Regulations.

(c) Special Rules Under PRA 2010.

- (i) Payments Under Social Security Leveling Options. For purposes of determining whether the limitations under Section 1(a) or 2(a) apply to payments under a social security leveling option, within the meaning of Section 436(j)(3)(C)(i) of the Internal Revenue Code, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the 'Special Rule for Certain Years' under Section 436(j)(3) of the Internal Revenue Code and any Treasury Regulations or other published guidance thereunder issued by the Internal Revenue Service.
- (ii) Limitation on Benefit Accruals. For purposes of determining whether the accrual limitation under Section 2(c) applies to the Plan, the adjusted funding target attainment percentage for a Plan Year shall be determined in accordance with the 'Special Rule for Certain Years' under Section 436(j)(3) of the Internal Revenue Code (except as provided under section 203(b) of the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, if applicable).

(d) Interpretation of Provisions.

The limitations imposed by this section of the Plan shall be interpreted and administered in accordance with Section 436 of the Internal Revenue Code, Section 1.436-1 of the Treasury Regulations and Section 402 of the Pension Protection Act of 2006, as amended.

8. Definitions and Multiple Employer Plan.

The definitions in the following Treasury Regulations apply for purposes of Sections 1 through 7:

- (a) Section 1.436-1(j)(1) defining adjusted funding target attainment percentage;
- (b) Section 1.436-1(j)(2) defining annuity starting date;
- (c) Section 1.436-1(j)(6) defining prohibited payment;
- (d) Section 1.436-1(j)(8) defining Code Section 436 measurement date; and
- (e) Section 1.436-1(j)(9) defining an unpredictable contingent event and an unpredictable contingent event benefit.

The rules in Sections 1 through 8 apply separately to each Employer under the Plan, as if each such Employer maintained a separate plan.

9. Special Funding Rules for Plan based on Pension Protection Act Election.

The Plan Sponsor made the commercial airline election for the Plan set forth in Section 402(a)(2) of the Pension Protection Act of 2006, as amended. During the period of this election, the applicable requirements of Section 402 shall apply and shall override any inconsistent provision of this Addendum.”

III.

Except as modified herein, the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment this 19th
day of December, 2014 to be effective as indicated above.

UNITED AIRLINES, INC.

By: 
Michael P. Bonds, Executive Vice President of
Human Resources and Labor Relations

**EIGHTH AMENDMENT TO
THE CONTINENTAL RETIREMENT PLAN**

WHEREAS, United Airlines, Inc. (the “Sponsor”) and another Employer have heretofore adopted The Continental Retirement Plan, as amended and restated effective December 28, 2012 (the “Plan”); and

WHEREAS, the Sponsor reserves the right to amend the Plan at any time; and

WHEREAS, the Plan provides at Section 15.1 that the Sponsor has the right to amend the Plan from time to time; and

WHEREAS, the Sponsor has determined that the Plan should be amended on behalf of itself and the other Employer as hereinafter set forth to accommodate various changes to the Plan.

NOW, THEREFORE, the Plan is hereby amended as follows:

I.

Effective December 22, 2014, a new Article XVIII is hereby added to the Plan to read as follows:

**“ARTICLE XVIII
SPECIAL PROVISIONS FOR EMPLOYEES WHO
PARTICIPATED IN THE UNITED AIR LINES, INC.
EMPLOYEES’ VARIABLE BENEFIT RETIREMENT INCOME
PLAN**

18.1 General.

(a) With respect to individuals who were participants or beneficiaries in the United Air Lines, Inc. Employees’ Variable Benefit Retirement Income Plan, hereinafter referred to as the ‘United Variable Pension Plan,’ on December 22, 2014, the provisions of this Article XVIII will apply, notwithstanding any other provision in the Plan to the contrary, and the provisions of this Article XVIII shall only apply to such participants and such beneficiaries who are hereinafter referred to as the ‘Special Participants.’

(b) Effective December 22, 2014, the Plan and the United Variable Pension Plan will be merged into one plan by transferring the assets and liabilities of the United Variable Pension Plan into the Plan. The Plan will be the surviving plan. Such merger and transfer of assets and liabilities will be referred to herein as the 'Plan Merger.' If there is any conflict between the provisions which appear in the Plan and this Article XVIII, the provisions of this Article XVIII shall control with respect to Special Participants. All provisions which appear elsewhere in the Plan shall apply to Special Participants in the same manner as applicable to other Participants except insofar as they may be inconsistent with or in conflict with this Article XVIII. The intent of this Article XVIII is to describe and continue the benefit provisions and payment options of the United Variable Pension Plan, as in effect immediately prior to the Plan Merger, to Special Participants and this Article XVIII shall be interpreted accordingly.

(c) The provisions of the United Variable Pension Plan will apply for the determination of benefits accrued by Special Participants through December 22, 2014 under the United Variable Pension Plan. In this regard, the United Variable Pension Plan consists of a different 'Benefit Part' for four different groups of Special Participants and all of the amendments to each Benefit Part. For those Special Participants covered by the Benefit Part for Management and Salaried Employees, their accrued benefits (and applicable death benefits, if any) will be determined under such Benefit Part and for those Special Participants covered by the Benefit Part for Flight Dispatchers, their accrued benefits (and applicable death benefits, if any) will be determined under such Benefit Part. Similarly, for those Special Participants covered by the Benefit Part for Meteorologists, their accrued benefits (and applicable death benefits, if any) will be determined under such Benefit Part and for those Special Participants covered by the Benefit Part for Flight Simulator Operators, their accrued benefits (and applicable death benefits, if any) will be determined under such Benefit Part. Each Benefit Part and all amendments to each Benefit Part are hereby incorporated into the Plan and copies of all such Benefit Part documents shall be maintained in the files of the Plan Administrator.

(d) The United Variable Pension Plan also included an Administrative Part and various amendments to the Administrative Part. Most of the provisions of the Administrative Part, as amended, are no longer needed due to the various administrative and other provisions set forth in the other Articles of the Plan which become applicable upon the Plan Merger. Due to the merger of the United Variable Pension Plan into the Plan, the only provisions of the Administrative Part (and the amendments thereto) of the United

Variable Pension Plan that continue to be effective for periods on and after December 22, 2014 consist of the provisions set forth below in this Article XVIII of the Plan. It is expressly recognized that all benefits provided by the United Variable Pension Plan were frozen prior to 1980 and that no provision of this Article of the Plan shall be interpreted to increase any of the benefits after the applicable freeze date of each Benefit Part which occurred prior to 1980.

(e) Prior to the Plan Merger, the United Variable Pension Plan also consisted of a Funding Part. After the Plan Merger, the Funding Part and all references thereto shall consist of the Trust Fund, the Trust Agreement and/or the Trustee of this Plan as the context of the reference requires. The trust for the Funding Part no longer exists after the Plan Merger due to the merger of such trust into the Trust for the Plan.

18.2 Eligibility. Effective December 22, 2014, all individuals entitled to vested pension or death benefits in the United Variable Pension Plan shall become eligible solely for the benefits provided by this Article XVIII of the Plan upon the Plan Merger. No other individuals shall be eligible.

18.3 Vesting and Benefits. Each Special Participant in the United Variable Pension Plan on December 22, 2014 will be vested in his accrued benefit transferred to the Plan from the United Variable Pension Plan only to the extent that he is vested in such benefit on or prior to December 22, 2014 and the Plan Merger will not be considered a termination or partial termination of the United Variable Pension Plan.

18.4 Actuarial Factors and Payment Options. All actuarial equivalency factors, payment options and other applicable provisions of each applicable Benefit Part, as amended, of the United Variable Pension Plan will be applied in making determinations under this Article XVIII with the exception of the special one year factors for lump sum distributions which are applicable upon the Plan Merger due to the use of a different stability period by the Plan and the United Variable Pension Plan. This special treatment is further described in Sections 18.5 and 18.6 of this Article XVIII.

18.5 Special Lump Sum Calculation Factors Due to Plan Merger.

Effective December 22, 2014, Section 9.5(d) of each Benefit Part, as amended, is hereby restated in its entirety to read as follows:

(d) **Lump Sum.** Notwithstanding the foregoing, any Special Participant who has not commenced his or her benefits

under this Article XVIII as of the date of the Plan Merger shall be permitted to elect, in lieu of the annuity described in subsection 9.1 of the plan documents attributable to the United Variable Pension Plan, a distribution of the actuarial equivalent of such annuity in a lump sum payment payable as soon as practicable after the Plan Administrator receives such election in accordance with the terms of the applicable plan documents. For purposes of this paragraph (d), the actuarial equivalent lump sum present value shall be determined by using (1) the 'applicable interest rate' defined in Code Section 417(e)(3)(C) in effect on the first day of the third month immediately preceding the month in which the Special Participant's Annuity Starting Date occurs and (2) the 'applicable mortality table' defined in Code Section 417(e)(3)(B). Notwithstanding the foregoing; (i) during the period commencing December 22, 2014 and ending December 22, 2015, the actuarial equivalent lump sum shall be the greater of the amount determined by using the 'applicable interest rate' determined under the preceding sentence and the 'applicable interest rate' determined under Section 1.3 of the Plan which uses a stability period of: (i) the preceding August for benefit commencement dates during the months of January through June, and (ii) the preceding February for benefit commencement dates during the months of July through December; and (ii) from and after December 23, 2015, the actuarial equivalent lump sum amounts shall be determined solely under Section 1.3 of the Plan.'

18.6 Special Small Amounts Calculation Factors Due to Plan Merger. Notwithstanding any other provision of the Benefit Part plan documents for Special Participants, if the lump sum present value of (i) a Special Participant's entire nonforfeitable Accrued Benefit under the United Variable Pension Plan documents, or (ii) the benefit, if any, payable under Section 9 of each Benefit Part of such plan documents, does not exceed \$1,000 as of the first date any payment of a benefit is scheduled to be made, the Plan Administrator will direct the Trustee to distribute to the payee, to the extent permitted by applicable law and regulations, in lump sum, an amount that is equal to such present value.

For the purpose of this subsection, the lump sum present value of an annuity is an amount that is the actuarial equivalent of such annuity determined by using (1) the 'applicable interest rate' defined in Code Section 417(e)(3)(C) in effect on the first day of the third month immediately preceding the month in which the Special Participant's Annuity Starting Date occurs and (2) the 'applicable mortality table' defined in Code Section 417(e)(3)(B).

Notwithstanding the foregoing; (i) during the period commencing December 22, 2014 and ending December 22, 2015, the actuarial

equivalent lump sum shall be the greater of the amount determined by using the 'applicable interest rate' determined under the preceding sentence and the 'applicable interest rate' determined under Section 1.3 of the Plan which uses a stability period of: (i) the preceding August for benefit commencement dates during the months of January through June, and (ii) the preceding February for benefit commencement dates during the months of July through December; and (ii) from and after December 23, 2015, the actuarial equivalent lump sum amounts shall be determined solely under Section 1.3 of the Plan.

Notwithstanding any other provision of the Plan, if the lump sum present value of a Special Participant's entire nonforfeitable Accrued Benefit under any Benefit Part incorporated into the Plan under this Article XVIII is zero as of the date the Special Participant terminates or terminated employment with the Employers and Affiliates, the Special Participant will be deemed to have received a distribution of such nonforfeitable Accrued Benefit as of that date.

18.7 Waiver of Spousal Benefits Due to Plan Merger. By a writing filed with the Plan Administrator, a Special Participant may elect to waive the Minimum Spouse's Benefit provided under Section 10 of any Benefit Part at any time during the period beginning on the latest of the earlier of the first day of the Plan Year in which the Special Participant attains age 35 years or the date the Special Participant's employment is terminated, and such Participant's date of hire, and ending on the earlier of the date benefit payments to the Special Participant commence and the date of such Participant's death. An election under this Section 18.7 shall not be effective unless the Special Participant's Spouse consents to this election in writing, which consent acknowledges the effect of the Special Participant's election and is witnessed by a notary public. The Plan Administrator shall provide each Special Participant during such Participant's Notice Period (as defined below) with a written explanation of the terms and conditions of the Minimum Spouse's Benefit, the Special Participant's right to make, and the effect of, a revocation of the waiver. A Special Participant's 'Notice Period' shall mean one of the following periods as applies in his case:

(a) The period beginning on the first day of the Plan Year in which the Special Participant attains age 32 and ending with the close of the Plan Year in which such Participant attains age 35 years.

(b) If the Special Participant was hired after he has attained age 32 years, the three year period beginning on the first day of the Plan Year for which he is a Participant.

(c) If the Special Participant terminates employment prior to attaining 32 years, the one-year period beginning on the date of his employment termination.

(d) If the Special Participant had attained age 34 years by August 23, 1984, the period beginning on such date and ending on December 31, 1985.

18.8 Name of Salaried Benefit Part. Consistent with prior amendments to the Administrative Part, the name of the Benefit Part for the Non-Union Ground Employees shall be known as the Benefit Part for Management and Salaried Employees.”

II.

Except as modified herein, the Plan shall remain in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, United Airlines, Inc. has executed this amendment this 19th day of December, 2014 to be effective as indicated above.

UNITED AIRLINES, INC.

DPF By: 
Michael P. Bonds, Executive Vice
President of Human Resources and
Labor Relations