

(b) Committee Authority. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine which Employees shall be granted Awards in respect of a Performance Period, (ii) prescribe the terms and conditions of Awards, including whether, to what extent, and under what circumstances Awards may be forfeited or suspended, (iii) interpret, administer, reconcile any inconsistency or correct any defect in the Plan and/or any Award granted thereunder (including, without limitation, any agreement pursuant to which such Award is granted), (iv) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, (v) interpret, amend, or revoke any such rules, and (vi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration and/or operation of the Plan. The Committee may exercise its powers and discretion hereunder in a non-uniform manner among Participants.

(c) Delegation by Committee. The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate all or part of its authority and powers under the Plan to one or more committees, directors, officers, and/or other employees of the Company except that any matters affecting Section 16 Persons or Executive Participants shall remain with the Committee.

5. Eligibility.

(a) Eligibility to Participate. All Employees are eligible to be selected to participate in the Plan. The Committee shall, in its sole discretion, designate which Employees will be Participants for the applicable Performance Period. The Committee may, in its sole discretion, designate an employee of a Joint Venture a Participant for the applicable Performance Period, and such employee will be treated as an Employee of the Company or a Subsidiary solely for purposes of this Plan.

(b) Eligibility for Awards. An Award with respect to a Performance Period may be made pursuant to Section 11 of the Plan to (i) Participants for such Performance Period who shall have been an Employee at any time during such Performance Period, or to (ii) the beneficiary or beneficiaries or legal representatives, as the Committee in its sole discretion shall determine, of any such person whose employment shall have been terminated by reason of his or her death during such Performance Period.

(c) Eligibility of Committee Members. No person while a member of the Committee shall be eligible to participate under the Plan or receive an Award.

6. Determination of Target Awards. The Committee shall establish the Target Award for each applicable leadership level, band, division, or other group of Employees selected to participate in the Plan with respect to a Performance Period, subject to any limitations established by the Committee. The Target Award is the amount that a Participant may earn under an Award if targeted performance levels are achieved (including corporate and individual performance). Target Awards may be denominated as a percentage of base salary or a dollar amount, or a combination thereof. The fact that a Target Award is established for a Participant's leadership level, band, division or other group for a Performance Period shall not entitle such Participant to receive an Award.

7. Selection of Performance Criteria and Establishment of Performance Goals and Performance Formula; Minimum Threshold Objective . The Committee shall select the Performance Criteria and establish the related Performance Goals to be used to measure performance for a Performance Period and the Performance Formula to be used to determine what portion, if any, of an Award has been earned for the Performance Period. The Performance Criteria may be expressed in absolute terms or relate to the performance of other companies or to an index. The Committee may establish a minimum threshold objective for any Performance Goal for any Performance Period, which if not met, would result in no Award being made to any Participant with such Performance Goal for such Performance Period. For purposes of clarity, the Performance Goals established by the Committee may be (but need not be) different for each Performance Period and different Performance Goals may be applicable to different Participants.