

ENROLLMENT FORM

1. Personal Information (Please print)

Name		Social Security Number	
Address	City	State	Zip
Date of Birth	Date of Hire	Marital Status	

NOTICE TO PARTICIPANT: *If you do not complete and return this salary reduction agreement, Babcock Center, Inc. will automatically withhold 1% of your plan compensation and will contribute the withheld amount as your deferral to the Babcock Center, Inc. Consolidated Employee Retirement Plan. If you do not provide investment instructions, the money in your account will automatically be invested in the Moderately Conservative Portfolio. The automatic election does not apply if you make a contrary election below or if you are presently deferring at least 3% of compensation.*

In accordance with the Babcock Center, Inc. Consolidated Employee Retirement Plan, (“the Plan”), I enter into this salary Deferral Agreement with my Employer by completing this Enrollment Form. As a participant in the Plan, I understand the Plan permits me to defer a portion of my compensation. Please refer to your Summary Plan Description for information on the amount and type of compensation on which you may defer.

2. Deferral Amount

The amount I elect to defer will be withheld from my paycheck and paid by my Employer into the Plan on my behalf.

- I wish to defer _____% or \$_____ from my compensation each payroll period.
- I do not wish to defer at this time. *(New Participants only)*

3. Type of Deferral

- Pre-tax deferrals.** All of my deferrals as pre-tax deferrals. I understand the amount of deferrals I have elected in this Salary Deferral Agreement will reduce my current Compensation includible in income for the taxable year of the deferral.
- Roth (after-tax) deferrals.** All of my deferrals as Roth (after-tax) deferrals. I understand the amount of deferrals I have elected in this Salary Deferral Agreement will NOT reduce my current Compensation includible in income for the taxable year of the deferral.
- Split deferral election.** A portion of my deferrals as pre-tax deferrals and a portion of my deferrals as after-tax Roth deferrals, as follows (if you check the “Split deferral election” box, check 1 and only 1 of the 2 boxes below, and complete both blank lines under the checked box):
 - _____% of my Compensation as pre-tax deferrals, AND _____% of my Compensation as Roth (after-tax) deferrals [in both blanks indicate at least 1% and specify a whole percentage number].
 - OR
 - \$_____ as pre-tax deferrals, AND \$_____ as Roth (after-tax) deferrals [whole dollar amount].

I understand: (1) My election in Section 3 regarding the type of deferrals is irrevocable once the Employer withholds the deferrals from my paycheck; and (2) any change of election regarding the type of deferrals is effective only for deferrals from paychecks I receive after the Plan Administrator accepts my change of election.

4. Investment Direction

This applies to your initial enrollment. Changes to your investments once you are enrolled in the Plan must be made either via the Client Service Center at 888-401-5488, or online at www.plandestination.com.

You may choose one of the 5 models or you may “customize” your allocation by checking the box above the word “CUSTOMIZED” and enter in your election in 1% increments. I hereby elect that all future contributions made on my behalf to be invested as follows (in whole % totaling 100%).

Check **one** of the following boxes:

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	“Customized”	Conservative	Moderately Conservative	Moderate	Moderately Aggressive	Aggressive
Invesco Stable Value	_____ %	18%	13%	8%	4%	0%
PIMCO Total Return	_____ %	44%	31%	20%	11%	0%
PIMCO Real Return	_____ %	21%	14%	9%	5%	0%
Invesco Van Kampen Growth & Income	_____ %	2%	6%	8%	10%	13%
BlackRock S&P 500 Index	_____ %	4%	9%	14%	18%	22%
Mainstay Large Cap Growth	_____ %	2%	4%	6%	8%	10%
JPMorgan Mid Cap Value	_____ %	2%	3%	5%	6%	8%
Prudential Jennison Mid Cap Growth	_____ %	1%	2%	4%	5%	6%
Columbia Small Cap Value	_____ %	1%	3%	4%	5%	6%
Invesco Small Cap Growth	_____ %	0%	1%	1%	2%	2%
American Funds EuroPacific Growth	_____ %	2%	6%	9%	11%	14%
MFS International Value	_____ %	3%	8%	12%	15%	19%
	100%	100%	100%	100%	100%	100%

5. Additional Information Regarding Deferrals

Frequency. This agreement applies to Compensation (i.e. to each paycheck) paid after the effective date of the agreement, except that a bonus or other election shall apply to compensation as described in these elections.

Maximum deferrals/catch-up. My deferrals for any calendar year may not exceed the “402(g) limit” and also may not exceed 50% of my Compensation, unless I am age 50 or older (or will attain age 50) during the calendar year in which I defer. If I am or will attain age 50 during the calendar year, I may make additional deferrals, called “catch-up” contributions, in an amount not exceeding the applicable annual catch-up limit. For 2013, the 402(g) limit is \$17,500 and the catch-up limit is \$5,500. The 402(g) limit and catch-up limit are indexed for inflation after 2013.

Effective date/term/changes. This Agreement is effective on the date the Plan Administrator accepts it and remains in effect until I change (revoke or modify) it. I may change my Agreement only by providing to the Plan Administrator a new Salary Reduction Agreement. Modifications are permitted each month. I am also permitted to revoke my agreement at any time. If I revoke my Agreement, I may file a new Agreement that is effective the first of the month following the Plan Administrator’s receipt of the new Salary Reduction Agreement. If I enter into a new Agreement subsequent to the date of this Agreement, the subsequent Agreement acts a revocation of the prior Agreement, except as I specify otherwise in this Agreement.

Investment. My deferral account will be subject to Trust investment gain or loss in accordance with my investment direction.

Duty to review pay records. I understand I have a duty to review my pay records (pay stub, etc.) to confirm the Employer properly has implemented my salary reduction election. Furthermore, I have a duty to inform the Plan Administrator if I discover any discrepancy between my pay records and this Salary Reduction Agreement. I understand that my failure to report any discrepancy may result in a loss of or reduction in my ability to defer.

6. Signature

I understand that I retain the ability to make changes to my account by calling the Participant Call Center number at 888-401-5488 or online at www.plandestination.com.

Today’s Date: _____

Participant Signature

<p>For Employer Use Only</p> <p>Accepted this _____ day of _____, _____.</p> <p>Employer</p> <p>By: _____</p>
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