

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 3, 2015 (February 26, 2015)

Tredegar Corporation

(Exact Name of Registrant as Specified in its Charter)

Virginia

(State or Other Jurisdiction of Incorporation)

1-10258

(Commission File Number)

54-1497771

(IRS Employer Identification No.)

1100 Boulders Parkway
Richmond, Virginia

(Address of Principal Executive Offices)

23225

(Zip Code)

Registrant's telephone number, including area code: **(804) 330-1000**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

At its February 26, 2015 meeting, the Executive Compensation Committee (the “Compensation Committee”) of the Board of Directors of Tredegar Corporation (the “Corporation”) approved several items relating to compensatory arrangements with its named executive officers. The details of these approvals are outlined below.

2015 Short-Term Incentive Plan

The Compensation Committee approved an annual cash incentive plan applicable to the Corporation’s executive officers and certain other key employees (the “2015 Incentive Plan”).

The 2015 Incentive Plan is intended to reward each participant based on the attainment of specific 2015 financial performance targets tied to 2015 working capital as a percent of sales (“WC%S”), which is weighted at 30%, and 2015 earnings before interest and taxes (“EBIT”), which is weighted at 70%. The WC%S or EBIT financial performance metrics must be achieved at least at the threshold level before any incentives can be earned. Under the 2015 Incentive Plan, Ms. Hellyar’s incentive cash payment opportunities are based on the financial performance of Film Products and evaluation of whether individual objectives are achieved. The incentive cash payment opportunities of Ms. Taylor and Messrs. O’Leary and King are based on the financial performance of Tredegar Corporation and evaluation of whether individual objectives are achieved. The Compensation Committee reviewed the annual financial targets for the 2015 Incentive Plan as part of its review and approval of the 2015 Incentive Plan.

The following short-term incentive cash payment opportunities are available under the 2015 Incentive Plan for the named executive officers:

Name	Title	2015 Short-Term Incentive Cash Payment Opportunities		
		(as a percentage of annual base salary)		
		Threshold	Target	Maximum
Nancy M. Taylor	President and CEO	22.5%	90%	180%
Kevin A. O’Leary	VP, CFO and Treasurer	15.0%	60%	120%
Mary Jane Hellyar	VP and Pres., Film Products	15.0%	60%	120%
A. Brent King	VP, General Counsel and Secy.	12.5%	50%	100%

Long-Term Incentive Awards

The Compensation Committee approved grants of performance stock units and restricted stock awards (the “Long-Term Incentive Awards”) in the amounts set forth below under the Amended and Restated 2004 Equity Incentive Plan (the “Equity Plan”) to each of the Corporation’s named executive officers. The grants will be made on March 5, 2015 (the “Grant Date”), which is the third business day following the Corporation’s release of its fourth quarter 2014 earnings.

<u>Name</u>	<u>Title</u>	<u>Performance Stock Units</u>	<u>Restricted Stock</u>
Nancy M. Taylor	President and CEO	47,794	15,141
Kevin A. O’Leary	VP, CFO and Treasurer	15,230	4,825
Mary Jane Hellyar	VP and Pres. Film Products	14,838	4,701
A. Brent King	VP, General Counsel and Secy.	12,919	4,093

The Compensation Committee established financial performance targets for the performance stock unit awards tied to the Corporation’s 2017 return on capital employed (“ROCE”). The performance stock units may be earned by the named executive officers at threshold, target or maximum levels based on achievement of specific ROCE performance targets. The performance stock unit awards were made pursuant to the terms of the Equity Plan and are subject to the terms of the Notice of Stock Unit Award and Stock Unit Award Terms and Conditions, substantially in the form filed as Exhibit 10.1 hereto.

The restricted stock awards become vested and nonforfeitable on the third anniversary of the Grant Date (*i.e.*, March 5, 2018). Upon the issuance of the shares on the Grant Date, the named executive officer shall be entitled to vote the shares and shall be entitled to receive, free of all restrictions, ordinary cash dividends. The restricted stock awards were made pursuant to the terms of the Equity Plan and are subject to the terms of the Notice of Stock Award and Stock Award Terms and Conditions, substantially in the form filed as Exhibit 10.2 hereto.

The above descriptions of the terms of the Long-Term Incentive Awards are qualified in their entirety by the terms set forth in Exhibits 10.1 and 10.2 hereto, as applicable. Exhibits 10.1 and 10.2 are incorporated herein by reference.

2014 Short-Term Incentive Plan

In 2014, the Compensation Committee approved an annual cash incentive plan applicable to the Corporation’s executive officers and certain other key employees (the “2014 Incentive Plan”). Incentives were to be paid out under the 2014 Incentive Plan only if financial performance targets were met and individual objectives were achieved. During 2014, the short-term incentive compensation component of the Corporation’s executive compensation program was measured by performance relating to EBIT and WC%S objectives and also contained a regulator relating to the results of Film Products’ Flexible Packaging business, all as established by the Compensation Committee and described in the Corporation’s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 3, 2014. Under the 2014 Incentive Plan, EBIT was weighted at 70% and WC%S was weighted at 30%, and the regulator (the “Regulator”) relating to the results of Film Products’ Flexible Packaging business (the “Flexible Packaging Business”) would cause the earned bonus amount to decrease by 50% if certain financial performance metrics (relating to the Flexible Packaging Business’ earnings before interest and taxes and working capital as a percent of sales) were not met. For 2014, EBIT was below the threshold goal, WC%S was above the maximum level and the Regulator was not met, which led to payouts to three of the Corporation’s named executive officers in amounts between the executive’s threshold and target annual incentive cash payment opportunities, decreased by 50% due to the Regulator. The potential payouts to Ms. Taylor and Messrs. O’Leary and King (the Corporation’s named executive officers other than Ms. Hellyar) were based on straight line interpolation between their threshold and target annual incentive opportunities, decreased by 50% due to the Regulator. The amounts paid to Messrs. O’Leary and King were determined based on the above-described formula and the Chief Executive Officer’s assessment of their performance relative to their individual goals and objectives. The amount paid to Ms. Taylor was determined based on the above-described formula and the Compensation Committee’s assessment of Ms. Taylor’s performance relative to her individual goals and objectives.

Under the 2014 Incentive Plan, Ms. Hellyar’s incentive cash payment opportunities were based on the financial performance of Film Products, the Regulator and evaluation of whether individual objectives were achieved. For 2014, Film Products’ EBIT was below the threshold goal, Film Products WC%S was between the threshold and target levels and the Regulator was not met, which led to a payout to Ms. Hellyar in an amount between the threshold and target annual incentive opportunities, decreased by 50% due to the Regulator. The potential payout to Ms. Hellyar was based on straight line interpolation between the threshold and target annual incentive opportunities, and adjusted for the Regulator. The amount paid to Ms. Hellyar was determined based on the above-described formula and the Chief Executive Officer’s assessment of Ms. Hellyar’s performance relative to her individual goals and objectives.

The Compensation Committee approved the following incentive payments under the 2015 Incentive Plan for the following named executive officers:

<u>Name</u>	<u>Title</u>	<u>Percent of Annual Base Salary</u>	<u>Dollar Value</u>
Nancy M. Taylor	President and CEO	25%	\$ 167,050
Kevin A. O’Leary	VP, CFO and Treasurer	17%	\$ 59,117
Mary Jane Hellyar	VP and Pres., Film Products	7%	\$ 25,131
A. Brent King	VP, General Counsel and Secy.	14%	\$ 45,582

Executive Officer Base Salaries

The Compensation Committee approved the following base salary increases for its named executive officers:

<u>Name</u>	<u>Merit Increase Percentage</u>	<u>Base Salary Following Increase</u>
Nancy M. Taylor	3%	\$ 755,276
Kevin A. O’Leary	6%	\$ 371,339
Mary Jane Hellyar	3%	\$ 383,469
A. Brent King	4%	\$ 337,105

Item 9.01 *Financial Statements and Exhibits.*

(d) Exhibits.

10.1 Form of Notice of Stock Unit Award and Stock Unit Award Terms and Conditions.

10.2 Form of Notice of Stock Award and Stock Award Terms and Conditions.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TREDEGAR CORPORATION

Date: March 3, 2015

By: /s/ A. Brent King
A. Brent King
Vice President, General Counsel
and Secretary

EXHIBIT INDEX

Exhibit No.

Description

[10.1](#) Form of Notice of Stock Unit Award and Stock Unit Award Terms and Conditions.

[10.2](#) Form of Notice of Stock Award and Stock Award Terms and Conditions.

TREDEGAR CORPORATION
NOTICE OF STOCK UNIT AWARD

You have been granted the following Stock Unit Award by the Executive Compensation Committee of the Board of Directors of Tredegar Corporation ("Tredegar"):

Name of Participant: [_____]

Date of Grant: _____, 2015

Number of Stock Units: [Number]

Vesting: The requirements for earning and vesting in the award are set forth in the attached Stock Unit Award Terms and Conditions.

Expiration Date: None.

Transferability: None; other than by will or the laws of descent and distribution as set forth in the attached Stock Unit Award Terms and Conditions.

In addition to the foregoing terms, your Stock Unit Award is subject to all of the terms and conditions contained in the attached Stock Unit Award Terms and Conditions which are incorporated in this Notice of Stock Unit Award by this reference. If any provision of this Notice of Stock Unit Award is inconsistent with the aforementioned Stock Unit Award Terms and Conditions, the Stock Unit Award Terms and Conditions will control.

Please acknowledge your acceptance of this Stock Unit Award and the attached Stock Unit Award Terms and Conditions by signing and returning one copy of this Notice of Stock Award to Pat Thomas, Tredegar Corporation, 1100 Boulders Parkway, Richmond, Virginia, 23225.

TREDEGAR CORPORATION

By: _____

Participant

Date: _____

TREDEGAR CORPORATION

STOCK UNIT AWARD TERMS AND CONDITIONS

THESE STOCK UNIT AWARD TERMS AND CONDITIONS (“Terms and Conditions”) effective as of the ____ of _____, 2015, govern the Stock Unit Award made by Tredegar Corporation, a Virginia corporation (the “Company”), to the participant (the “Participant”) named in the Notice of Stock Unit Award to which these Terms and Conditions are attached (the “Grant Notice”), and are made in accordance with and subject to the provisions of the Company’s Amended and Restated 2004 Equity Incentive Plan (the “Plan”). A copy of the Plan has been made available to Participant. All terms used in these Terms and Conditions that are defined in the Plan have the same meaning given them in the Plan.

1. Grant of Stock Unit Award. In accordance with the Plan, and effective as of the Date of Grant specified in the Grant Notice (the “Date of Grant”), the Company granted to the Participant, subject to the terms and conditions of the Plan and these Terms and Conditions, the number of Stock Units specified in the Grant Notice (the “Stock Units”). The Participant will earn the Stock Units to the extent that the requirements of Section 2 are satisfied. The Participant’s interest in the Stock Units that are earned in accordance with Section 2 will Vest, *i.e.*, will become nonforfeitable, to the extent that the requirements of Section 3 are satisfied. The Company will issue shares of Common Stock in accordance with Section 4 in settlement of the Stock Units, if any, that the Participant earns in accordance with Section 2 and that Vest in accordance with Section 3.

2. Earning Stock Units. This Section 2 determines the number of Stock Units that the Participant earns under these Terms and Conditions.

(a) Threshold Performance. The Participant will earn fifty percent (50%) of the Stock Units if the Company’s ROCE in calendar year 2017 is 12% (“Threshold”).

(b) Target Performance. The Participant will earn one hundred percent (100%) of the Stock Units if the Company’s ROCE in calendar year 2017 is 15.5% (“Target”).

If the ROCE in calendar year 2017 is greater than the Threshold but less than the Target, the number of Stock Units earned by the Participant in excess of the Threshold award will be determined by a straight line interpolation of ROCE performance between Threshold and Target.

(c) Maximum Performance. The Participant will earn one hundred fifty percent (150%) of the Stock Units if the Company’s ROCE in calendar year 2017 is 16.5% or greater (“Maximum”).

If the ROCE in calendar year 2017 is greater than the Target but less than the Maximum, the number of Stock Units earned by the Participant in excess of the Target award will be determined by a straight line interpolation of ROCE performance between Target and Maximum.

(d) Change in Control. The Participant will earn all of the Stock Units at the Target level if there is a Change in Control before January 1, 2018.

For the purposes of these Terms and Conditions, the ROCE for each calendar year shall be determined by the Committee in accordance with the definition and procedures adopted by the Committee for purposes of the Company's incentive awards.

3. Vesting in Stock Units. The Participant's interest in the Stock Units that are earned in accordance with Section 2 shall Vest as provided in this Section 3. For the avoidance of doubt, only Stock Units that are earned in accordance with Section 2 may Vest under this Section 3.

(a) Continued Employment. The Participant's interest in all of the Stock Units that are earned in accordance with Section 2 shall Vest if the Participant's employment with the Company or its Affiliates is continuous from the Date of Grant until the date shares of Common Stock are issued in settlement of the Stock Units. Stock Units that are earned in accordance with Section 2 shall also Vest in accordance with, and to the extent provided in, the Severance Agreement.

(b) Qualifying Termination Following a Change in Control. Section 2.03(b) of the Severance Agreement shall not apply to this Stock Unit award. The Participant's interest in all of the Stock Units that are earned in accordance with Section 2 shall Vest upon the Participant's termination of employment with the Company and its Affiliates without Cause or the Participant's resignation from employment with the Company and its Affiliates with Good Reason (each, a "Qualifying Termination"), in each case on or following the Control Change Date or during the ninety (90) day period preceding the Control Change Date if the Participant's employment with the Company or its Affiliates is continuous from the Date of Grant until the date of the Participant's Qualifying Termination.

(c) Death. If the Participant dies after 2017, the Participant's interest in all of the Stock Units that are earned in accordance with Section 2 shall Vest on the date of the Participant's death if the Participant's employment with the Company or its Affiliates is continuous from the Date of Grant until the Participant's death.

4. Settlement of Stock Units. The Stock Units will be settled in accordance with this Section 4.

(a) Committee Certification. As soon as practicable after 2017 (but no later than March 15, 2018), the Committee will determine the number of Stock Units that are earned under the provisions of Section 2 and that Vest under the provisions of Section 3. The Committee's determination shall be set forth in writing, as part of the minutes of a meeting of the Committee, by unanimous consent or otherwise. Notwithstanding the preceding sentences the Committee's written determination shall not be required in the case of Stock Units that are earned and that Vest pursuant to the provisions of Section 2(d) and Section 3(b), respectively.

(b) Issuance of Common Stock. As soon as practicable after the Committee's certification under subparagraph (a) (but no later than March 15, 2018), the Committee shall issue shares of Common Stock under the Plan in settlement of the Vested Stock Units earned by the Participant. The number of shares of Common Stock issued shall equal the number of Stock Units earned by the Participant under the provisions of Section 2 and that Vest under the provisions of Section 3. Notwithstanding the preceding sentences, shares of Common Stock shall be issued no later than the date of the Qualifying Termination on or following the Control Change Date if the Stock Units Vest pursuant to the provisions of Section 3(b).

(c) Registration, etc. Shares of Common Stock issued in settlement of the Stock Units shall be registered in the name of the Participant on the stock transfer books of the Company and may be evidenced by one or more certificates.

(d) Vesting in Common Stock; Holding Requirement. The Participant's interest in the shares of Common Stock issued in settlement of the Stock Units shall be immediately vested. If the Participant is subject to the Company's Amended and Restated Executive Stock Ownership Policy (the "Policy") and is not in compliance with the ownership requirements in the Policy, fifty percent of the Net Shares must be retained by the Participant, *i.e.*, those shares cannot be transferred, until the earlier of (i) the date that the Participant is in compliance with the ownership requirements of the Policy, (ii) the date that the Participant is not subject to the Policy, (iii) a Control Change Date, (iv) the date of the Participant's death or (v) the date of the Participant's Normal Retirement. For the purpose of this Agreement, "Net Shares" means the number of shares of Common Stock received in settlement of the Stock Units minus the number of shares, if any, surrendered by the Participant or retained by the Company to satisfy tax withholding obligations in accordance with Section 9.

5. Forfeiture. Stock Units that are not earned in accordance with Section 2 shall be forfeited. Stock Units that are earned in accordance with Section 2 but that do not Vest in accordance with Section 3 shall be forfeited.

6. Nontransferability. The Stock Units are nontransferable. The Participant, by will or by the laws of descent and distribution, may transfer the right to receive any Common Stock to be issued under Section 4(b) in the event of the Participant's death after the date the Stock Units Vest and before the shares are issued. Except as provided in Section 4(d) and subject to the requirements of the securities laws, shares of Common Stock issued in settlement of the Stock Units shall be transferable when issued.

7. Shareholder Rights. The Participant shall not have any rights as a shareholder of the Company with respect to the Stock Units. Upon the issuance of shares of Common Stock in settlement of the Stock Units, the Participant shall have all of the rights of a shareholder of the Company with respect to those shares, including the right to vote the shares and to receive, free of all restrictions, all dividends on the shares.

8. Recoupment Policy. Participant acknowledges and agrees that the grant of this Stock Unit Award and the Participant's rights in the Stock Units are subject to the terms and provisions of the Company's Executive Incentive-Based Compensation Policy as in effect on the Date of Grant (the "Policy"). Participant also agrees that, notwithstanding any other provision of this Agreement, the Company is entitled to recover from the Participant all or part of any benefits or compensation received in connection with this Stock Unit Award and the Stock Units (net of any income or employment taxes paid by the Participant on account of the settlement of the Stock Units or the sale of Common Stock received in settlement of the Stock Units, after giving effect to any tax benefit available to the Participant on account of the recoupment), that are subject to recoupment under the Policy. Participant acknowledges that a copy of the Policy has been made available to the Participant.

9. Definitions. The following definitions shall apply to these Terms and Conditions:

(a) Cause is defined in the Severance Agreement.

(b) Control Change Date means the date on which a Change in Control (as defined below) occurs. If a Change in Control occurs on account of a series of transactions, the Control Change Date is the date of the last of such transactions.

(c) Change in Control is defined in the Company's Amended and Restated 2004 Equity Incentive Plan, or any successor thereto.

(d) Good Reason is defined in the Severance Agreement.

(e) Normal Retirement means the voluntary separation by the Participant from the employment of the Company or an Affiliate on or after the date the Participant has reached age sixty-five.

(f) Severance Agreement means the Amended and Restated Severance Agreement between the Company and the Participant, dated as of February 3, 2014, including any amendments thereto and any successor agreement that provides for the payment of severance benefits to the Participant.

10. Withholding. The Participant shall pay the Company any amount of taxes as may be necessary in the opinion of the Company to satisfy tax withholding required under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions. In lieu thereof, the Company shall have the right to retain, from the shares of Common Stock to be issued under Section 4, the number of shares of Common Stock with Fair Market Value equal to the minimum amount required to be withheld. In any event, the Company shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required to be withheld.

11. No Right to Continued Employment. The award of the Stock Units does not give Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his or her employment at any time.

12. Change in Capital Structure. The number of Stock Units and the performance criteria in Section 2 shall be adjusted as the Committee determines is equitably required in the event the Company effects one or more stock dividends, stock split-ups subdivisions or consolidations of shares, other similar changes in capitalization or such other events as are described in the Plan or if the Company effects a significant sale or disposition of assets or operations on or before December 31, 2017, or if the Company completes a significant acquisition of assets or operations on or before December 31, 2017. In consideration of receiving this Stock Unit Award, Participant also agrees that the terms and conditions of other outstanding Plan awards may be adjusted as the Committee determines is equitably required or appropriate in the event the Company, on or before December 31, 2017 effects or completes a change in capitalization or a transaction described in the preceding sentence.

13. Governing Law. These Terms and Conditions and the Grant Notice shall be governed by the laws of the Commonwealth of Virginia.

14. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of these Terms and Conditions or the Grant Notice, the provisions of the Plan shall govern. All references herein to the Plan shall mean the plan as in effect on the Date of Grant.

15. Participant Bound by Plan. Participant hereby acknowledges that a copy of the Plan has been made available to him or her and agrees to be bound by all the terms and provisions of the Plan.

16. Binding Effect. Subject to the limitations stated above and in the Plan, these Terms and Conditions and the Grant Notice shall be binding upon Participant and his or her successors in interest and the successors of the Company.

TREDEGAR CORPORATION

NOTICE OF STOCK AWARD

You have been granted the following Stock Award by the Executive Compensation Committee of the Board of Directors of Tredegar Corporation ("Tredegar"):

Name of Participant: [_____]
Date of Grant: [_____, 2015]
Number of Shares: [Number]
Vesting: 100% as of [_____, 2017]
Expiration Date: None.
Transferability: As provided in the attached Stock Award Terms and Conditions.

In addition to the foregoing terms, your Stock Award is subject to all of the terms and conditions contained in the attached Stock Award Terms and Conditions which are incorporated in this Notice of Stock Award by this reference. If any provision of this Notice of Stock Award is inconsistent with the aforementioned Stock Award Terms and Conditions, the Stock Award Terms and Conditions will control.

Please acknowledge your acceptance of this Stock Award and the attached Stock Award Terms and Conditions by signing and returning one copy of this Notice of Stock Award to Pat Thomas, Tredegar Corporation, 1100 Boulders Parkway, Richmond, Virginia, 23225.

TREDEGAR CORPORATION

By: _____

Participant

Date: _____

TREDEGAR CORPORATION

STOCK AWARD TERMS AND CONDITIONS

THESE STOCK AWARD TERMS AND CONDITIONS ("Terms and Conditions") effective as of the ____ day of _____, 2015, govern the Stock Award made by Tredegar Corporation, a Virginia corporation (the "Company"), to the participant (the "Participant") named in the Notice of Stock Award to which these Terms and Conditions are attached (the "Grant Notice"), and are made in accordance with and subject to the provisions of the Company's Amended and Restated 2004 Equity Incentive Plan (the "Plan"). A copy of the Plan has been made available to Participant. All terms used in these Terms and Conditions that are defined in the Plan have the same meaning given them in the Plan.

1. Grant of Stock Award. In accordance with the Plan, and effective as of the Date of Grant specified in the Grant Notice (the "Date of Grant"), the Company granted to Participant, subject to the terms and conditions of the Plan and these Terms and Conditions, the number of shares of Common Stock specified in the Grant Notice (the "Shares"). Subject to Section 2, the Shares shall be issued by the Company and registered in the name of the Participant on the stock transfer books of the Company.

2. Terms and Conditions. The Shares are subject to the following additional terms and conditions:

(a) Rights as a Shareholder. Upon the issuance of the Shares, the Participant shall be entitled to vote the Shares, and shall be entitled to receive, free of all restrictions, ordinary cash dividends. Stock received as a dividend on, or in connection with a stock split of, the Shares shall be subject to the same restrictions as the Shares. The Participant's right to receive any extraordinary dividends or other distributions with respect to the Shares prior to their becoming vested and nonforfeitable ("Vested") shall be at the sole discretion of the Committee, but in the event of any such extraordinary event, the Committee shall take action appropriate to preserve the value of, and prevent the unintended enhancement of, the Shares.

As soon as practicable after the Vested Shares become transferable in accordance with paragraph (e), the Participant's rights in the Shares shall not be restricted.

(b) Vesting. Subject to the provisions of Sections 3, 4, 5 and 6, the Shares shall become Vested on the third anniversary of the Date of Grant.

(c) Nontransferability. Shares that are not Vested are nontransferable. Vested shares may be transferred on and after the date prescribed in paragraph (e).

(d) Grant of Stock Power. The Participant hereby appoints Patricia A. Thomas, or her successor, as the true and lawful attorney of the Participant, to endorse and execute for and in the name and stead of the Participant any certificates evidencing the Shares if any of the Shares are forfeited.

(e) Holding Requirement; Transfer Restriction. The “Net Vested Shares” may not be transferred until the earlier of (i) the sixth anniversary of the Date of Grant, (ii) a Control Change Date, (iii) the date of Participant’s death or (iv) the date of Participant’s Normal Retirement. For purposes of this Agreement, “Net Vested Shares” means the number of Shares that have become Vested minus the number of Shares, if any, surrendered by Participant or retained by the Company to satisfy tax withholding obligations in accordance with Section 8.

3. Lapse of Restrictions in the Event of Death. The restrictions on the Shares shall lapse, *i.e.*, the Shares shall be Vested and transferable, upon Participant’s death if Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the Participant’s death.

4. Vesting Upon Permanent and Total Disability. The Shares shall be vested upon Participant’s termination of employment on account of permanent and total disability (within the meaning of Section 22(e)(3) of the Code) if Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the date of termination on account of permanent and total disability (as previously defined).

5. Effect of Other Terminations of Employment. Subject to the provisions of Sections 3, 4 and 6, and except to the extent that the Shares become vested and nonforfeitable under the Severance Agreement, Shares that have not become Vested on or before the date the Participant ceases to be employed by the Company or an Affiliate shall be forfeited.

6. Qualifying Termination Following a Change of Control. Section 2.03(b) of the Severance Agreement shall not apply to this Stock Award. The restrictions on the Shares shall lapse, *i.e.*, the Shares shall be vested and transferable, upon the Participant’s termination of employment with the Company and its Affiliates without Cause or the Participant’s resignation from employment with the Company and its Affiliates with Good Reason (each, a “Qualifying Termination”), in each case on or following the Control Change Date or during the ninety (90) day period preceding the Control Change Date if the Participant remains in the continuous employ of the Company or an Affiliate from the Date of Grant until the date of the Participant’s Qualifying Termination.

7. Recoupment Policy. Participant acknowledges and agrees that the grant of this Stock Award and the Participant’s interest in the Shares are subject to the terms and conditions of the Company’s Executive Incentive-Based Compensation Recoupment Policy as in effect on the Date of Grant (the “Policy”). Participant also agrees that, notwithstanding any other provision of this Agreement, the Company is entitled to recover from the Participant all or part of any benefits or compensation received in connection with this Stock Award and the Shares (net of any income or employment taxes paid by the Participant on account of the vesting of the Stock Award or sale of the Shares, after giving effect to any tax benefit available to the Participant on account of the recoupment), that are subject to recoupment under the Policy. Participant acknowledges that a copy of the Policy has been made available to the Participant.

8. Definitions. The following definitions shall apply to these Terms and Conditions:
- (a) Cause is defined in the Severance Agreement.
 - (b) Control Change Date means the date on which a Change in Control (as defined below) occurs. If a Change in Control occurs on account of a series of transactions, the Control Change Date is the date of the last of such transactions.
 - (c) Change in Control is defined in the Company's Amended and Restated 2004 Equity Incentive Plan, or any successor thereto.
 - (d) Good Reason is defined in the Severance Agreement.
 - (e) Normal Retirement means the voluntary separation by Participant from the employment of the Company or an Affiliate on or after the date Participant has reached age sixty-five.
 - (f) Severance Agreement means the Amended and Restated Severance Agreement between the Company and the Participant, dated as of February 3, 2014, including any amendments thereto and any successor agreement that provides for the payment of severance benefits to the Participant.
9. Withholding. The Participant shall pay the Company any amount of taxes as may be necessary in the opinion of the Company to satisfy tax withholding required under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions. In lieu thereof, the Company shall have the right to retain the number of shares of Common Stock whose Fair Market Value equals the minimum amount required to be withheld. In any event, the Company shall have the right to deduct from all amounts paid to a Participant in cash (whether under the Plan or otherwise) any taxes required to be withheld. The Participant shall promptly notify the Company of any election made pursuant of Section 83(b) of the Code.
10. No Right to Continued Employment. The award of the Shares does not give Participant any right with respect to continuance of employment by the Company or an Affiliate, nor shall it interfere in any way with the right of the Company or an Affiliate to terminate his or her employment at any time.
11. Change in Capital Structure. The Shares shall be adjusted as the Committee determines is equitably required in the event the Company effects one or more stock dividends, stock split-ups subdivisions or consolidations of shares, other similar changes in capitalization or such other events as are described in the Plan.
12. Governing Law. These Terms and Conditions and the Grant Notice shall be governed by the laws of the Commonwealth of Virginia.
13. Conflicts. In the event of any conflict between the provisions of the Plan as in effect on the Date of Grant and the provisions of these Terms and Conditions or the Grant Notice, the provisions of the Plan shall govern. All references herein to the Plan shall mean the plan as in effect on the Date of Grant.

14. Participant Bound by Plan. Participant hereby acknowledges that a copy of the Plan has been made available to him or her and agrees to be bound by all the terms and provisions of the Plan.

15. Binding Effect. Subject to the limitations stated above and in the Plan, these Terms and Conditions and the Grant Notice shall be binding upon Participant and his or her successors in interest and the successors of the Company.