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PACKARD-HUGHES INTERCONNECT

NON-BARGAINING

RETIREMENT PLAN **January 1, 1996**

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**PACKARD-HUGHES INTERCONNECT
NON-BARGAINING RETIREMENT PLAN**

This Packard-Hughes Interconnect Non-Bargaining Retirement Plan is executed by Packard-Hughes Interconnect Company, a corporation organized under the laws of the State of Delaware. Unless indicated otherwise, the effective date of this document is as of January 1, 1996. Each Applicable Exhibit attached hereto is incorporated by reference and forms an integral part of the Plan.

The purposes of the Plan are:

- (1) To provide continuation of pension benefit to Packard-Hughes Interconnect, "the Company", employees who were participants in the Hughes Non-Bargaining Retirement Plan on December 31, 1995, at approximately the same level of benefit, to the extent that it is possible. And to provide that same level of benefit to employees hired on or after January 1, 1996.
- (2) To stimulate and maintain among eligible employees of Packard-Hughes Interconnect, a sense of responsibility, cooperative effort and a sincere interest in the progress and success of Packard-Hughes Interconnect.
- (3) To increase the efficiency of such Employees and to encourage them to remain with Packard-Hughes Interconnect until retirement from active service.

The Plan is intended to comply with the provisions of Section 401(a) of the Code, other applicable provisions of the Code and ERISA. The rights of any person who terminated employment or who retired on or before the effective date of a particular amendment, including his eligibility for benefits and the time and form in which benefits, if any, will be paid, shall be determined solely under the terms of the Plan as in effect on the date of his termination of employment or retirement, unless such person is thereafter reemployed and again becomes a Participant.

ARTICLE I DEFINITIONS

Section 1.1 - General

Whenever any of the following terms are used in the Plan with the first letter capitalized, they shall have the meaning specified below unless modified by the terms in the Applicable Exhibit or the context clearly indicates to the contrary.

Section 1.2 - Accounting Month

"Accounting Month" as to a Participant means the month, or four- week or five-week period, regularly used by the Company for its payroll records.

Section 1.3 - Accrued Benefit

The "Accrued Benefit" of a Participant means the Accrued Benefit as defined in the Applicable Exhibit.

Section 1.4 - Actuarial Equivalent: Actuarially Equivalent

"Actuarial Equivalent" or "Actuarially Equivalent" means the equivalent of a given Benefit or its optional form as defined in the Applicable Exhibit.

Section 1.5 - Administrator

"Administrator" means Packard-Hughes Interconnect acting through its officers or their delegates, and not through its Board of Directors, except that during such time as the Committee is in existence, such Committee shall be the Administrator. The Administrator shall function as provided in the Plan, the Trust Agreement and ERISA.

Section 1.6 - Anniversary Date

"Anniversary Date" of a Participant means an anniversary of his first day on the job after his first employment by the Company except, if as of December 31, 1995 he is a Participant in the Hughes Non-Bargaining Retirement Plan the Anniversary Date for this plan shall be the same as for the Hughes Non-Bargaining Retirement Plan or an anniversary of his first day on the job following his most recent reemployment by the Company.

Section 1.7 - Annuity Starting Date

"Annuity Starting Date" of a Participant means the Early, Normal, or Late Retirement Date of a Participant, as determined by the provisions of the Plan relating thereto, or such date as may be elected by a Participant, provided:

- (a) Such election is made prior to a Separation from Service by giving written notice to the Administrator; and

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- (b) Such date is not more than ten (10) years later than the Participant's Normal or Late Retirement Date as the case may be; and
- (c) The present value of Benefit payments to be made to a Participant at the Annuity Starting Date is more than 50% of the present value of the total of Benefit payments to be made to the Participant and any Beneficiary, except where such Beneficiary is the spouse of the Participant; and
- (d) The entire interest of the Participant will be distributed commencing no later than April 1 following the calendar year in which the Participant attains age 70 1/2, or for a Participant who was age 70 1/2 before 1988 and never a 5% owner of the Company by April 1 following the calendar year of Separation from Service, and payable over the life of the Participant or over the lives of the Participant and any Beneficiary, or over a period not exceeding the life expectancy of the Participant or over the joint life expectancies of the Participant and any Beneficiary.

Any Participant who has properly elected an Annuity Starting Date may revoke such election and make a new election at any time prior to his Annuity Starting Date by giving written notice to the Administrator.

Section 1.8 - Applicable Exhibit

"Applicable Exhibit" means each exhibit attached hereto that by its terms apply to a particular Participant and his Benefit.

Section 1.9 - Beneficiary

"Beneficiary" means a person or trust designated in writing on forms supplied by the Administrator and delivered prior to death to the Administrator from time to time by a Participant or Former Participant to receive Benefits in the event of his death, as provided herein; or if no effective designation is made, then Beneficiary means either his spouse or if there is no spouse, the estate of the decedent.

Section 1.10 - Benefit

The "Benefit" of a Participant means payments payable in the amounts, to the persons, at the times, and over the applicable period (including any final lump-sum payment) specified in Article IV.

Section 1.11 - Benefit Accrual Service

"Benefit Accrual Service" of a Participant means Benefit Accrual Service as defined in the Applicable Exhibit.

Section 1.12 - Board

"Board" means the Board of Directors of Packard-Hughes Interconnect acting as such or by and through its Executive Committee.

Section 1.13 - Break in Service Year

A Break in Service Year" means Break in Service Year as defined in the Applicable Exhibit.

Section 1.14 - Code

"Code" means the Internal Revenue Code of 1986 as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

Section 1.15 - Committee

"Committee" means the Administrative Committee, if any, appointed in accordance with Section 5.3.

Section 1.16 - Company: Companies

As the context requires, "Company" or "Companies" means Packard-Hughes Interconnect or any corporation which subsequently adopts the Plan as a whole or as to one or more divisions in accordance with Section 6.6, and any successor corporation which continues the Plan under Section 6.7. The Companies shall act with respect to the Plan through the officers of Packard-Hughes Interconnect or their delegates and not through their boards of directors.

Section 1.17 - Company Service

A month of Company Service of an Employee or former Employee means a calendar month of service for a Company which, if performed for Packard-Hughes Interconnect, would at the time of performance be treated as a month of company service.

Section 1.18 - Compensation: Basic Compensation

"Compensation" or "Basic Compensation" of a Participant means Compensation or Basic Compensation as defined in the Applicable Exhibit.

Section 1.19 - Contingent Annuitant

"Contingent Annuitant" means a person properly designated by a Participant or Former Participant to receive Benefits, solely in accordance with the terms of the Plan, in the event of his death after the Participant's Annuity Starting Date.

Section 1.20 - Continuous Service

"Continuous Service" of an Employee means his Continuous Service as defined in the Applicable Exhibit.

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Section 1.21 - Controlled Group

"Controlled Group" means the controlled group of corporations, trades and businesses as determined under regulations issued by the Secretary of the Treasury or his delegate under Sections 414(b) and 414(c) of the Code (and, for purposes of Section 415 of such Code, under subsection 415(h)) of which the Company and any other company so designated by Packard-Hughes Interconnect are members.

Section 1.22 - Death Benefit

"Death Benefit" of a Participant or Former Participant means the Benefit payable following his death before Retirement under the Applicable Exhibit.

Section 1.23 - Early Retirement

"Early Retirement" of a Participant or Former Participant means his retirement upon his Early Retirement Date.

Section 1.24 - Early Retirement Benefit

"Early Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under the Applicable Exhibit.

Section 1.25 - Early Retirement Date

"Early Retirement Date" of a Participant or Former Participant means the Early Retirement Date as defined under the Applicable Exhibit.

Section 1.26 - Effective Date

"Effective Date" means the date selected by Packard-Hughes Interconnect in accordance with Section 6.6 on which the Plan becomes effective as to the Employees of Packard-Hughes Interconnect.

Section 1.27 - Employee

"Employee" means any person who renders services to any Company in the status of an employee as the term is defined in Section 3121(d) of the Code.

Section 1.28 - Employee in a Bargaining Unit

"Employee in a Bargaining Unit" means an employee in a position or classification within a bargaining unit which is covered by a collective bargaining agreement with respect to which retirement benefits were the subject of good faith bargaining (unless such agreement provides for coverage hereunder of Employees in such unit).

Section 1.29 - ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974 as it may be amended from time to time.

Section 1.30 - Final Average Monthly Compensation

"Final Average Monthly Compensation" means one-twelfth (1/12th) of:

- (a) The amount determined by dividing:
 - (i) his Compensation paid prior to his Separation from Service in the four (4) highest of his last ten (10) qualifying Plan Years.
- (b) For purposes of this Section,
 - (i) a participant's plan year is the twelve (12) consecutive months used for the calendar year.
 - (ii) a Participant's last ten (10) qualifying plan years is a period of ten (10) consecutive plan years including the plan year prior to the year in which such participant incurs a separation.
- (c) In the event a Participant transfers employment to another member of the Controlled Group that is not the Company, and if a reciprocal arrangement exists between Packard-Hughes Interconnect and such company, then such company shall be treated as the Company for purposes of determining Final Average Monthly Compensation unless doing so produces a smaller benefit for the Participant under the Plan than otherwise. In addition, for purposes of this paragraph, bonuses awarded by any member of the Controlled Group shall be deemed to be Compensation in the year earned and not in the year paid, if different.
- (d) If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is reemployed by a Company, then Compensation and Continuous Service before and after such Separation from Service will not be aggregated for purposes of calculating Final Average Monthly Compensation, but will be calculated separately and multiplied by the Benefit Accrual Service attributable to the separate periods of employment for purposes of determining the Participant's Benefit.

Section 1.31 - Former Participant

"Former Participant" means a person who has had a Separation from Service (except for former Employees who continue to receive imputed service credit under the Plan for service with another employer that is not a Company or a member of a Controlled Group) and is entitled to receive his Benefits at his Early Retirement Date or Normal Retirement Date under the Plan.

Section 1.32 - Hours of Service

The "Hours of Service" of an Employee or former Employee means the sum of:

- (a) his hours of actual work on the job,
- (b) his periods of vacation, holiday, Military Service, paid sick leave or paid leave of absence, computed on the basis of the number of hours in his regularly scheduled work day and work week, and
- (c) his periods of receipt of employer-funded disability pay, converted to Hours of Service on the basis of forty (40) Hours of Service for each week in which he receives any such pay, and for a salaried Employee by dividing his most recent salary by the average number of regularly-scheduled hours of work in his salary period, ignoring holidays, sick leaves and vacations, and
- (d) his hours for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company. In no event shall the same Hours of Service be credited twice under this paragraph and paragraphs (a), (b), or (c), and (e) the number of Hours of Service entitled to an Employee under subsections (b) or (d) shall be calculated and credited in accordance with 29 C.F.R. 530.200b-2(b). Each Hour of Service thus credited shall be attributable to the computation period in which it occurs except to the extent that the Company, in accordance with 29 C.F.R. 2530.200b-1(b), credits such Hours of Service to another computation period under a reasonable method consistently applied, and
- (f) his Hours of Service with any other employer during which such employer is part of an affiliated service group (under Section 414(m) of the Code) or is a part of a Controlled Group of which the Company is a member, including his Hours of Service with such employer prior to the time the employer became a part of the Controlled Group if the Employee transferred employment directly from such employer to the Company at any time after the employer became a member of the Controlled Group, provided that a reciprocal arrangement exists between Packard-Hughes Interconnect and such member.

Section 1.33 - Packard-Hughes Interconnect

"Packard-Hughes Interconnect" means the Corporation that is sponsoring the Packard-Hughes Interconnect Non-Bargaining Plan.

Section 1.34 - Income Insurance Plan

"Income Insurance Plan" means any long term disability plan of Packard-Hughes Interconnect as presently constituted or as it may be amended from time to time, or the corresponding plan of any Company.

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Section 1.35 - Insurance Company

"Insurance Company" means any insurance company that provides contracts of insurance or annuity contracts for the purpose of funding benefits under the Plan.

Section 1.36 - Joint and Survivor Annuity

"Joint and Survivor Annuity" means the Joint and Survivor Annuity as defined in the Applicable Exhibit.

Section 1.37 - Late Retirement

"Late Retirement" means Late Retirement as defined in the Applicable Exhibit.

Section 1.38 - Late Retirement Benefit

"Late Retirement Benefit" of a Participant means the Benefit payable under the Applicable Exhibit.

Section 1.39 - Late Retirement Date

"Late Retirement Date" of a Participant means the first day of the calendar month coinciding with or next following his Separation from Service occurring later than his Normal Retirement Date, but in no event later than the Annuity Starting Date.

Section 1.40 - Military Service

Any Employee who leaves the Controlled Group directly to perform service in the Armed Forces of the United States or the United States Public Health Service under conditions entitling him to reemployment rights as provided in the laws of the United States, or to perform service in ACTION, shall, solely for purposes of the Plan and irrespective of whether he is compensated by any member of the Controlled Group during such period of service, be an Employee on Military Service, unless such Employee voluntarily resigns from the Controlled Group during such period of service, or he fails to make application for reemployment within the period specified by such laws for the preservation of his reemployment rights, or (in the case of ACTION) within thirty (30) calendar days after his separation therefrom.

Section 1.41 - Normal Retirement

"Normal Retirement" of a Participant or Former Participant means his retirement upon his Normal Retirement Date.

Section 1.42 - Normal Retirement Benefit

"Normal Retirement Benefit" means the Benefit payable under the Applicable Exhibit.

Section 1.43 - Normal Retirement Date

"Normal Retirement Date" of a Participant or Former Participant means the first day of the calendar month coincident with or next following his sixty- fifth (65th) birthday.

Section 1.44- Optional Forms of Retirement Distribution

"Optional Forms of Retirement Distribution" means the Optional Forms of Retirement Distribution as defined in the Applicable Exhibit.

Section 1.45 - Participant

"Participant" means any person included in the Plan as provided in Article II.

Section 1.46 - Plan

"Plan" means the Packard-Hughes Interconnect Non-Bargaining Retirement Plan and the Applicable Exhibits as they have been or may be amended from time to time.

Section 1.47 - Plan Enrolled Actuary

The term "Plan Enrolled Actuary" means that person who is enrolled by the Joint Board for the Enrollment of Actuaries established under Subtitle C of Title III of ERISA and who has been engaged by the Administrator or Packard-Hughes Interconnect on behalf of all Participants to make and render all necessary actuarial determinations, statements, opinions, assumptions, reports, and valuations under the Plan as required by law or requested by the Administrator.

Section 1.48 - Plan Year

"Plan Year" means the twelve (12) month period commencing each January 1st and ending the following December 31st.

Section 1.49 - Preretirement Survivor Annuity

"Preretirement Survivor Annuity" means a survivor annuity for the life of the surviving spouse of the Participant or Former Participant under which the periodic payments to the surviving spouse are not less than the periodic payments that would be payable under the joint and survivor annuity (or the Actuarial Equivalent thereof) if:

- (a) In the case of such a Participant who dies after reaching his earliest retirement date, the Participant or Former Participant had retired either under Exhibit B with an immediate

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100% joint and survivor annuity or had retired under Exhibits D or E with an immediate 50% joint and survivor annuity on the day before his death, or

- (b) In the case of such a Participant who dies on or before the date on which he would have attained his Early Retirement Date, by assuming the Participant or Former Participant had a Separation from Service on or prior to the date of death, had survived to his Early Retirement Date, had commenced to receive payments under an immediate 50% joint and survivor annuity at his Early Retirement Date, and had died on the day after the day on which he would have attained his Early Retirement Date.

Section 1.50 - Separation from Service

"Separation from Service" of an Employee means his Separation from Service as defined in the Applicable Exhibit.

Section 1.51 - Social Security Retirement Date

"Social Security Retirement Date" means:

- (a) For a Participant born prior to 1938, the first day of the calendar month coincident with or next following his sixty-fifth (65th) birthday,
- (b) For a Participant born after 1937, the first day of the calendar month coincident with or next following his birthday, as provided for by Social Security.

Section 1.52 - Total Benefit Accrual Service

"Total Benefit Accrual Service" means with respect to each Employee, the sum of his Benefit Accrual Service pursuant to the Applicable Exhibits under this Plan, the Packard-Hughes Interconnect Bargaining Retirement Plan, and the Hughes Bargaining Retirement Plan.

Section 1.53 - Trust

"Trust" means the trust established pursuant to the Trust Agreement.

Section 1.54 - Trust Agreement

"Trust Agreement" means the trust agreement as amended from time to time, providing for the investment and administration of the Trust Fund. By this reference, the Trust Agreement is incorporated herein.

Section 1.55 - Trustee

"Trustee" means the Trustee and any successor or substitute trustee under the Trust Agreement.

Section 1.56 - Trust Fund

"Trust Fund" means the fund established under the Trust Agreement by contributions made by the Companies to the Plan, and any subfund established, and from which any distributions under the Plan are to be made.

Section 1.57 - Vested

"Vested" means non-forfeitable when used with reference to a Participant's Benefit, except to the extent provided under the Applicable Exhibit.

Section 1.58 - Vested Retirement Benefit

"Vested Retirement Benefit" shall have the meaning given in the Applicable Exhibit.

Section 1.59 - Year of Vesting Service

"Year of Vesting Service" of an Employee means his Year of Vesting Service as defined in the Applicable Exhibit.

**ARTICLE II
ELIGIBILITY**

Section 2.1 - Requirements for Participation

The requirements for participation are as set forth in the Applicable Exhibit.

Section 2.2 - Termination of Participation

A Participant shall cease to be a Participant and shall become entitled to Benefits, if any, in accordance with Article IV, upon his Separation from Service.

Section 2.3 - Forfeitures

Forfeitures shall occur as set forth in the Applicable Exhibit.

Section 2.4 - Inactive Status

- (a) A Participant who is transferred directly to a position or classification with the Company which fails to meet the requirements of Section 2.1 shall thereupon become a Participant on inactive status.
- (b) All provisions of the Plan, including Article IV, will continue to apply to a Participant on inactive status.
- (c) If a Participant on inactive status is retransferred to a position or classification which meets the requirements of Section 2.1, he shall thereupon be restored to active status.

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**ARTICLE III
FUNDING OF BENEFITS**

Section 3.1 - Source of Contributions

The cost of Benefits under the Plan, to the extent not provided by contributions of Participants if required under the Applicable Exhibit, shall be provided by contributions of the Companies not less than in such amounts, and at such times, as the Plan Enrolled Actuary shall certify to be necessary, to fund. Benefits under the Plan are in accordance with the actuarial assumptions selected by such Actuary- from time to time in accordance with Section 1.4, and the funding policies and method selected from time to time by Packard-Hughes Interconnect as permitted by law and, to the extent required by law, with the consent of the Secretary of the Treasury.

Section 3.2 - Limitations

The contribution of a Company to the Trust Fund for any taxable year shall be not less than that amount necessary to maintain the qualified status of the Plan and Trust, and to comply with all applicable legal requirements.

Section 3.3 - Application of Forfeitures

Forfeitures shall not be applied to increase the Benefits any Participant would otherwise receive under the Plan; and shall be applied to reduce contributions of the Companies.

**ARTICLE IV
RETIREMENT TERMINATION OR DEATH**

Section 4.1 - Benefits

A Participant shall be entitled to a Benefit upon retirement, termination or death as determined in Article IV as set forth in this Article and the Applicable Exhibit. Except as otherwise provided in the Plan, no interest shall be paid on any Benefit payment received by a Participant or Beneficiary under the Plan.

Section 4.2 - Limitation on Benefits

- (a) Notwithstanding any other provisions of the Plan, in no event may that portion of a Participant's Benefit paid in any one calendar year (which shall be the limitation year of the Plan) under this Plan and any other defined benefit plan maintained by the Companies and not attributable under Regulations of the Secretary of the Treasury or his delegate to benefits directly transferred to this Plan from another qualified plan, exceed an amount Actuarially Equivalent to a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) in the lesser of (i) or (ii) below, where
- (i) is \$120,000 effective January 1, 1996. Each January thereafter the dollar limitation will be automatically adjusted by multiplying such limit by the cost of living adjustment factor prescribed by the Secretary of the Treasury under section 415(d) of the Code in such manner as the Secretary shall prescribe; and where

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- (ii) is 100% of the Participant's average Compensation for the three (3) consecutive calendar years while participating in the Plan in which the Participant's Compensation was highest.
- (b) If the retirement Benefit commences before the Participant's Social Security Retirement Date but on or after the date the Participant reaches age sixty-two (62), the maximum annual benefit described in subsection (a)(i) shall be adjusted, in accordance with regulations issued by the Secretary of the Treasury, consistent with the reduction for old-age insurance benefits commencing before Social Security Retirement Date. If the retirement Benefit under the Plan commences before age sixty-two (62), the maximum annual benefit described in subsection (a)(i) determined at age sixty-two (62) as provided herein shall, in accordance with regulations issued by the Secretary of the Treasury, be reduced actuarially to the date the Benefit commences, using an interest rate which is the greater of 5% or the rate described in Section 1.4 used to determine the Actuarial Equivalent of the Early Retirement Benefit. If the retirement Benefit under the Plan commences after the Participant's Social Security Retirement Date, the Benefit may not exceed the dollar limitation described in subsection (a)(i) actuarially adjusted to the Participant's Social Security Retirement Date utilizing an interest rate assumption of the lesser of 5% or the rate described in Section 1.4.
- (c) If the Participant has less than ten (10) years of participation in the Plan, the dollar limitation in subsection (a)(i) is reduced by one-tenth for each year of participation (or part thereof) less than ten (10). To the extent provided in regulations or in other guidance issued by the Internal Revenue Service, the preceding sentence shall be applied separately with respect to each change in the benefit structure of the Plan. If the Participant has less than ten (10) Years of Vesting Service with the Company, the amount in subsection (a)(ii) is reduced by one-tenth for each Year of Vesting Service (or part thereof) less than ten (10). The adjustments contained herein shall be applied in the denominator of the defined benefit fraction described in subsection (f)(i) based upon Years of Vesting Service. Years of Vesting Service shall include future years occurring before the Participant's Normal Retirement Date. Such future years shall include the year which contains the date the Participant reaches Normal Retirement Date, only if it can be reasonably anticipated that the Participant will receive a Year of Vesting Service for such year.
- (d) If the Participant's Benefit payable under this Plan is payable in a form other than a benefit payable on a straight life annuity or a qualified joint and survivor life annuity, the Benefit shall be the Actuarial Equivalent of the straight life annuity.
- (e) In the case of any Employee who is a Participant in this Plan and in any defined contribution plan of the Company, the sum of the defined benefit plan fraction and the defined contribution plan fraction for any year shall not exceed 1.0. In the event the sum of such fractions exceeds 1.0, the Administrator shall prescribe the manner in which the annual benefits to this Plan or the annual addition under the Company's defined contribution plans, if any, shall be reduced in order that no plans shall be disqualified under applicable sections of the Code.
- (f) For purposes of applying the limitations of subsection (e), the following definitions shall apply:
- (i) the term "defined benefit plan fraction" shall mean a fraction the numerator of which is the projected annual benefit payable under this Plan and any other defined benefit plan of the Company (determined as of the close of the limitation year), and the denominator of which is the lesser of the product of 125% multiplied by the dollar limitation in effect under Section 415(b)(1)(A) of the Code for such year, or the amount determined under subsection (a)(i) multiplied by 140%.

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(ii) the term "defined contribution plan fraction" shall mean the aggregate annual additions to all of the Company's defined contribution plans (whether or not terminated) determined as of the close of the limitation year without regard to limitations on contributions over the sum of the lesser of the following amounts determined for such year and for each prior year of service with the Company: the dollar limitation determined under Sections 415(b) and (d) of the Code in effect under Section 415(c)(1)(A) of the Code for such year (determined without regard to Section 415(c)(6) of the Code) multiplied by 125%, or 35% of the Participant's Compensation determined for such year.

(iii) for purposes of subsection (a)(ii), Compensation means a Participant's earned income, wages, salaries, and fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Company to the extent such amounts are includable in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, reimbursements and expense allowances), and excluding the following:

- a. contributions of the Company to a plan of deferred compensation which are not included in the Participant's gross income for the taxable year in which contributed or Company contributions under a simplified employee pension plan to the extent such contributions are deductible by the Participant, or any distributions from a plan of deferred compensation;
- b. amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Participant either 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 which received special tax benefits, or contributions made by the Company (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Section 403(b) of the Code (whether or not the amounts are actually excludable from the gross income of the Participant).

Section 4.3 - Small Payments

Whenever the provisions of the Plan would, but for this section, give rise to a distribution,

- (a) if the monthly payments are less than \$50.00, the Administrator may make, or authorize others to make, Actuarially Equivalent payments at intervals sufficiently less frequent so that no payment is less than \$50.00 or
- (b) if the Actuarial Equivalent of the Participant's aggregate Vested Accrued Benefit Derived from Company Contributions and Vested Accrued Benefit Derived from Participant Contributions, if any, is not greater than (or at the time of any prior distribution never exceeded) \$5,000.00 determined as of the first day of any Plan Year following a Separation from Service, the recipient will receive a distribution of the present value of the entire Vested Accrued Benefit as soon as administratively feasible. For purposes of this Section, if the Actuarial Equivalent of the Participant's Vested Accrued Benefit Derived from Company Contributions and Vested Accrued Benefits Derived from Participant Contributions is zero, the Employee shall be deemed to have received a distribution of such Vested Accrued Benefit.

Section 4.4 - Suspension of Benefits Upon Reemployment or After Normal Retirement Date

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- (a) If any Participant or Former Participant again becomes an Employee with the Company and completes at least forty (40) Hours of Service in any month (hereinafter "Full Time Postretirement Service") after his Early, Normal or Late Retirement Date, all Benefit payments under Article IV of the applicable Exhibit shall cease. Similarly, for a Participant who continues to be employed in Full Time Post-Retirement Service after his Normal Retirement Date, the actuarial value of Benefits which commence later than Normal Retirement Date will be computed without regard to amounts which would have been suspended under the preceding sentence had the Participant been receiving Benefits since his Normal Retirement Date.
 - (b) If Benefit payments have been suspended, payments shall resume no later than the first day of the third calendar month after the calendar month in which the Participant ceases to be employed in Full Time Post-Retirement Service. A Participant or his Beneficiary or Contingent Annuitant shall be entitled to the Benefits provided under Article IV of the applicable Exhibit, reduced by the Actuarial Equivalent of Benefits or payments paid before such reemployment, and increased by the Actuarial Equivalent of that portion of the Participant's Benefits which (i) were suspended pursuant to subsection (a) (or, in the case of a Participant who continues to be employed in Full Time Post-retirement Service after his Normal Retirement Date, which would have been suspended as described in subsection (a)), and (ii) exceed the amount which the Plan is allowed to permanently withhold under the Department of Labor regulation at section 2530.203-3(d) of Title 29 of the Code of Federal Regulations.
 - (c) No Benefit payment shall be permanently withheld by the Plan pursuant to this section unless the Plan notifies the Employee by personal delivery or first class mail during the first calendar month or payroll period in which the Plan permanently withholds payments that his Benefits are suspended. Such notifications shall contain a description of the specific reasons why Benefit payments are being suspended, a general description of the Plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in section 2530.203-3 of Title 29 of the Code of Federal Regulations. In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits in accordance with the claims procedure under Section 5.11.

Section 4.5 - Commencement of Benefits

- (a) Anything contained herein to the contrary notwithstanding, unless the Participant elects otherwise as provided herein or elects an Annuity Starting Date described in Section 1.7(d)(i), the payment of Benefits hereunder to any Participant will begin not later than the sixtieth (60th) day after the latest of the close of the Plan Year in which:
 - (i) the date on which the Participant attains the earlier of age sixty-five (65) or the normal retirement age specified herein;
 - (ii) occurs the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or
 - (iii) the Participant has a Separation from Service with the Company.
- (b) If the Actuarial Equivalent of the Participant's Vested Accrued Benefit is greater than \$5,000.00, the Participant must consent in writing to a distribution that commences prior to the Participant's Normal Retirement Date.

Section 4.6 - Rollovers and Direct Transfers from the Plan

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- (b) The following definitions apply to subsection (a):
- (i) An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually), made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (ii) An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
 - (iii) A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
 - (iv) A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE V ADMINISTRATIVE PROVISIONS

Section 5.1 - Administrative Duties and Powers of the Administrator

The Administrator shall conduct the general administration of the Plan in accordance with the Plan and shall have the discretionary power and authority to carry out that function including the following powers and authority:

- (a) To determine questions of eligibility of Participants and the entitlement to Benefits of Participants, Former Participants, Beneficiaries, Contingent Annuitants and all other persons.
- (b) As required by law, to engage and designate the Plan Enrolled Actuary, a qualified public accountant meeting the requirements of Section 103(a)(3)(D) of ERISA, and other actuaries, accountants, attorneys, appraisers, brokers, consultants, administrators, physicians or other persons and (with the Companies and their officers, directors and employees) to rely upon the

Section 4.6 - Rollovers and Direct Transfers from the Plan

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- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
 - (b) The following definitions apply to subsection (a):
 - (i) An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually), made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (ii) An Eligible Retirement Plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.
 - (iii) A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.
 - (iv) A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

**ARTICLE V
ADMINISTRATIVE PROVISIONS**

Section 5.1 - Administrative Duties and Powers of the Administrator

The Administrator shall conduct the general administration of the Plan in accordance with the Plan and shall have the discretionary power and authority to carry out that function including the following powers and authority:

- (a) To determine questions of eligibility of Participants and the entitlement to Benefits of Participants, Former Participants, Beneficiaries, Contingent Annuitants and all other persons.
- (b) As required by law, to engage and designate the Plan Enrolled Actuary, a qualified public accountant meeting the requirements of Section 103(a)(3)(D) of ERISA, and other actuaries, accountants, attorneys, appraisers, brokers, consultants, administrators, physicians or other persons and (with the Companies and their officers, directors and employees) to rely upon the

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advice, opinions or valuations of any such persons and, except as required by law, be fully protected in acting or relying thereon in good faith.

- (c) To interpret and construe the terms of the Plan.
- (d) To conduct claims procedures as provided in Section 5.11.
- (e) To delegate any power or duty to any other person or persons including a committee appointed pursuant to Section 5.3.
- (f) To impose a reasonable charge to cover the cost of furnishing to Participants or Beneficiaries upon their written request documents as required under Section 104(b)(4) of ERISA (but not for furnishing information, statements or documents as required by Section 104(b)(1), (2) or (3) or Section 104(c) or Section 105(a) or (c) of ERISA).
- (g) To exercise any powers delegated to the Administrator by the Trust Agreement.

Section 5.2 - Limitations Upon Powers of the Administrator

The Plan shall not be operated so as to discriminate in favor of Participants who are officers or shareholders or who are highly compensated. The Plan shall be uniformly and consistently interpreted and applied with regard to all Participants in similar circumstances. The Plan shall be administered, interpreted and applied fairly and equitably and in accordance with the specified purposes of the Plan.

Section 5.3 - Administrative Committee

Packard-Hughes Interconnect may, but need not, appoint an Administrative Committee consisting of one or more members appointed by and holding office during Packard-Hughes Interconnect's pleasure to function as the Administrator.

Section 5.4 - Acceptance

Committee members shall take office effective upon appointment.

Section 5.5 - Resignation

Committee members may resign at any time by delivering written notice to Packard-Hughes Interconnect.

Section 5.6 - Vacancies

Vacancies on the Committee shall be filled by Packard-Hughes Interconnect at its pleasure. If at any time there should be no members of the Committee in office, Packard-Hughes Interconnect shall again have its full responsibilities as Administrator.

Section 5.7 - Officers

The Committee, if composed of more than one member, shall appoint a Chairman who shall hold office during the pleasure of the Committee and who shall have and perform such delegated powers and duties as the Committee shall prescribe.

Section 5.8 - Majority Rule

The Committee shall act by a majority of its members in office; provided, however, that it may appoint any of its members, or a nonmember, to act on behalf of the Committee on matters arising in the ordinary course of administration. The Committee may adopt Rules of the Committee. No member of the Committee shall vote on any matter in which he is personally interested except on matters applying to Participants generally.

Section 5.9 - Compensation and Indemnification of Committee; Expenses of Administration

Committee members shall not receive compensation for serving on the Committee. Packard-Hughes Interconnect shall pay or reimburse Committee members for all expenses incurred by them in, and shall indemnify and hold them and the Companies' officers and employees harmless from, all claims, liabilities and costs (including reasonable attorneys' fees) arising out of the good faith performance of their functions hereunder and may obtain and provide for them, at Packard-Hughes Interconnect's expense, liability insurance against liabilities imposed on them by law. All expenses properly incurred by Packard-Hughes Interconnect, the Administrator and the Committee in the administration of the Plan, including but not limited to legal expenses incurred in preparing and amending of documents shall be paid by the Trust Fund, unless paid by Packard-Hughes Interconnect.

Section 5.10 - Effect of Administrator Action

Except as provided in Section 5.11, all actions taken and all determinations made by the Administrator in good faith shall be final and binding upon all Participants, Former Participants, the Trustee, and any person interested in the Plan or the Trust Fund.

Section 5.11 - Claims Procedure

- (a) A claim by a Participant, Former Participant, Beneficiary or any other person shall be presented to the Vice President of Human Resources of Packard-Hughes Interconnect or such other claims official as may be appointed by Packard-Hughes Interconnect in writing within the maximum time permitted by law or under the regulations promulgated by the Secretary of Labor or his delegate pertaining to claims procedures.
- (b) The claims official shall, within a reasonable time, consider the claim and shall issue his or her determination thereon in writing.
- (c) If the claim is granted, the appropriate distribution or payment shall be made from the Trust Fund or by the Companies.
- (d) If the claim is wholly or partially denied, the claims official shall, within a reasonable time, provide the claimant with written notice of such denial, setting forth, in a manner calculated to be understood by the claimant
 - (i) the specific reason or reasons for such denial,
 - (ii) specific references to pertinent Plan provisions on which the denial is based,
 - (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and
 - (iv) an explanation of the Plan's claim review procedure.

- (e) The Administrator shall provide each claimant with a reasonable opportunity to appeal the claims official's denial of a claim to it for a full and fair review. The claimant or his or her duly authorized representative
 - (i) may request a review upon written application filed with the Administrator,
 - (ii) may review pertinent documents, and
 - (iii) may submit issues and comments in writing.
- (f) The Administrator may establish such time limits within which a claimant may request review of a denied claim as are reasonable in relation to the nature of the benefit which is the subject of the claim and to other attendant circumstances but which, in no event, shall be less than sixty (60) days after receipt by the claimant of written notice of denial of his or her claim.
- (g) The decision by the Administrator upon review of a claim shall be made not later than sixty (60) days after its receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of such request for review.
- (h) The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific references to the pertinent Plan provisions on which the decision is based.
- (i) To the extent permitted by law, the decision of the claims official (if no review is properly requested) or the decision of the Administrator on review, as the case may be, shall be final and binding on all parties, if warranted on the record and reasonably based on the law and the provisions of the Plan and Trust Agreement.

Section 5.12 - Forfeiture of Benefits If Participant or Beneficiary Can't be Located

If the Participant or Beneficiary to whom benefits are to be distributed hereunder cannot be located after reasonable efforts, the Plan Administrator may, upon the expiration of one (1) year after the date on which such benefits become payable, treat such Participant's or Beneficiary's Accrued Benefit as a forfeiture. In the event a Participant or Beneficiary is located subsequent to the forfeiture of his Accrued Benefit, such Accrued Benefit shall be restored.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.1 - Termination of Plan

While the Plan is intended as a permanent program, the Company shall have the right at any time to declare the Plan terminated as to the Company or to discontinue its contributions to the Plan. In the event of such termination or discontinuance, or in the event of partial termination or discontinuance to the extent applicable to the Participants affected thereby, the rights of all Participants in the employ of such the Company to their Accrued Benefits, to the extent then funded, shall thereupon vest in full, subject to the order of priority set forth below. In the event of complete termination or discontinuance, the Administrator shall direct the Trustee to make a prompt determination of the fair market value of the Trust Fund and subject to the provisions of Section 6.7(c), the proportionate amount thereof shall then be applied so as to provide (to the extent not already provided) Benefits in said order of priority, satisfying the requirements of each class in full before proceeding to the next class. Benefits for affected Participants shall be

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- (e) The Administrator shall provide each claimant with a reasonable opportunity to appeal the claims official's denial of a claim to it for a full and fair review. The claimant or his or her duly authorized representative
 - (i) may request a review upon written application filed with the Administrator,
 - (ii) may review pertinent documents, and
 - (iii) may submit issues and comments in writing.
- (f) The Administrator may establish such time limits within which a claimant may request review of a denied claim as are reasonable in relation to the nature of the benefit which is the subject of the claim and to other attendant circumstances but which, in no event, shall be less than sixty (60) days after receipt by the claimant of written notice of denial of his or her claim.
- (g) The decision by the Administrator upon review of a claim shall be made not later than sixty (60) days after its receipt of the request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of such request for review.
- (h) The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific references to the pertinent Plan provisions on which the decision is based.
- (i) To the extent permitted by law, the decision of the claims official (if no review is properly requested) or the decision of the Administrator on review, as the case may be, shall be final and binding on all parties, if warranted on the record and reasonably based on the law and the provisions of the Plan and Trust Agreement.

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ARTICLE VI MISCELLANEOUS PROVISIONS

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computed on the basis of Compensation received prior to the date of said termination or discontinuance and the funds then available, and proportionately reducing Benefits within the class as to which funds are inadequate to provide Benefits in full, and such amounts when determined shall remain fixed regardless of any person's employment status thereafter. Subject to the provisions of Section 6.7(c), such allocation shall be as follows:

- (a) To provide a Normal Retirement Benefit, Early Retirement Benefit and Late Retirement Benefit to each Participant, Former Participant, Contingent Annuitant, or Beneficiary in an amount equal or Actuarially Equivalent to the Participant's unpaid Accrued Benefit Derived from Participant Contributions. For all purposes of this Section, cash payment may be made if so determined by the Administrator, without election by the Participant or limit on amount.
- (b) To so provide all such Benefits payable as monthly payments in excess of amounts determined under subsection (a)
 - (i) Which were in pay status as of the beginning of the three-year period ending on the date of such termination or discontinuance as designated by the Administrator, in a manner not inconsistent with applicable law and regulations, 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, with the lowest Benefit in pay status during such three-year period considered the Benefit in pay status, and
 - (ii) 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 such three-year period and if his Benefit had commenced as a Normal Retirement Benefit 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.
- (c) To so provide
 - (i) All other Benefits (if any) of individuals under the Plan guaranteed under Title IV of ERISA (determined without regard to Section 4022(B)(a) thereof), and
 - (ii) The additional Benefits (if any) which would be determined under clause (i) if Section 4022(b)(5) of ERISA did not apply.
- (d) To so provide all other Benefits under the Plan to the extent Vested without regard to this Section.
- (e) To so provide all other Benefits under the Plan.
- (f) To return surplus assets, if any, to Packard-Hughes Interconnect upon full satisfaction of the foregoing, upon full satisfaction of all liabilities described herein in accordance with Section 404(d) of ERISA, and in accordance with the Trust Agreement.
- (g) Notwithstanding the provisions contained in Section 6.1(a) through (f) to the contrary, upon spin-off or termination of the Plan within five (5) years of the merger of any other qualified plan into this Plan, Plan assets will be allocated first for the benefits of the Participants in any plan merged into this Plan within such five (5) years on a pro rata basis to the extent of the present value of the benefits of Participants under the merged plans as of the date of the merger.

Section 6.2 - Suspension or Return of Contributions

- (a) The Company shall have the right to suspend its contributions to the Plan at any time for a fixed period of time, and such period may be extended by subsequent actions of such Company. Such suspension shall automatically become a discontinuance of contributions as under Section 6.1 at any time at which in the opinion of the Plan Enrolled Actuary such suspension affects the benefits to be paid or made available under the Plan. No such

suspension shall be allowed to create an "accumulated funding deficiency" under Section 302(a)(2) of ERISA, unless the Plan is then terminated under Section 6.1; provided that in the event of an unintentional creation of an accumulated funding deficiency, the Companies shall have ninety (90) days after such a deficiency is finally determined to correct it without such termination. In the event of such suspension, the Plan shall otherwise remain in full force and effect.

- (b) Contributions to the Plan may not be returned to the Company, except as follows:
- (i) If any contribution of the Company is not allowable or is disallowed as a federal tax deduction, such contribution must be returned to the Company;
 - (ii) If, in the event of Plan termination, the assets of the Plan are in excess of the amounts required to provide Plan Benefits, then the excess may be returned to the Company as provided in Section 6.1; or
 - (iii) If a contribution is made by the Company by a mistake of fact, the contribution may be returned to the Company within one year after the payment of the contribution.

Section 6.3 - Limitation on Rights of Participants

The Plan is strictly a voluntary undertaking on the part of the Company and shall not constitute a contract between the Company and any Participant, or consideration for, or an inducement or condition of, the employment of a Participant. Nothing contained in the Plan shall give any Participant the right to be retained in the service of the Company or to interfere with or restrict the right of the Company, which is hereby expressly reserved, to discharge or retire any Participant, except as provided by law, at any time with or without cause. Inclusion under the Plan will not give any Participant any right or claim to a retirement income or any other Benefit hereunder except to the extent such right has specifically become fixed under the terms of the Plan and there are funds available therefor in the hands of the Trustee or he is entitled to benefit payments from the Pension Benefit Guaranty Corporation. The doctrine of substantial performance shall have no application to Participants. Each condition and provision, including numerical items, has been carefully considered and constitutes the minimum limit on performance which will give rise to the applicable right.

Section 6.4 - Payments and Prohibition Against Assignment

- (a) In the event any amount becomes payable under the Plan to a minor or a person who, in the sole judgment of the Administrator, is considered by reason of physical or mental condition to be unable to give a valid receipt therefore, the Administrator may direct that such payment be made to any person found by the Administrator, in its sole judgment, to have assumed the care of such minor or other person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Trustee, the Administrator, the Committee, the Company and its officers, directors, and employees.
- (b) No part of the Fund shall be liable for the debts, contracts or engagements of any Participant, his Beneficiaries, Contingent Annuitants or successors in interest, or be taken in execution by levy, attachment or garnishment or by any other legal or equitable proceeding, while in the hands of the Trustee, nor shall any such person have any right to alienate, anticipate, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever, except to designate a Beneficiary or Contingent Annuitant as provided in the Plan. The preceding sentence shall 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,

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unless such order is determined to be a qualified domestic relations order as defined in Section 414(p) of the Code ("QDRO"). The alternate payee under a QDRO may elect to receive any benefits awarded in the QDRO and payable by the Plan in any available form of payment, but not in the form of a Joint and Survivor Annuity and not in the form that provides a temporary increase in the benefit payment until receipt of social security benefits as provided in Sections 4.14-A(c)(i), 4.10-D(c) and 4.10-E(c). In addition, the alternate payee under a QDRO will be eligible to begin receiving an unreduced benefit under the "rule of 75" under Section 4.7-A(c) at such time as the Participant begins to receive his Retirement Benefit, but only if the QDRO specifically so provides.

Section 6.5 - Amendment of Plan

- (a) As limited by the Trust Agreement, Sections 6.1 and 6.2 of the Plan and any applicable law, the Plan may be wholly or partially amended or otherwise modified retroactively or prospectively from time to time by Packard-Hughes Interconnect. No amendment which changes the duties or powers of the Trustee shall be adopted without its approval.
- (b) Subject to Section 6.1 and the Trust Agreement, no amendment shall be made at any time under which any part of the Trust Fund may be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries or which shall decrease the percentage or amount of the interest of any Participant which shall therefore have become Vested, or which shall decrease his Accrued Benefit. For purposes of this subsection, an Amendment to the Plan which eliminates an Optional Form of Retirement Distribution attributable to service before the amendment shall be treated as decreasing an Accrued Benefit.
- (c) Notwithstanding anything herein to the contrary, this Plan may be amended prospectively or retroactively at any time by Packard-Hughes Interconnect, upon reasonable notice to the Trustee, if deemed necessary to conform to the provisions and requirements of ERISA or the Code or regulations promulgated pursuant thereto in order to maintain the tax-exempt status of the Plan, or to conform to the provisions and requirements of any law, regulation, order or ruling affecting the character or purpose of the Plan.

Section 6.6 - Adoption of Plan by Other Corporations

The Companies adopting the Plan are identified on the signature page hereof. Any Company or other corporation may, with the approval of Packard-Hughes Interconnect, adopt the Plan as a whole corporation or as to any one or more divisions, or any part thereof, effective as of the first day of any Plan Year or any other date by resolution of its own board of directors and may, notwithstanding any other provision of the Plan to the contrary but subject to the approval of Packard-Hughes Interconnect, modify the definition of Compensation, determine to credit (or not to credit) Anniversary Date, Benefit Accrual Service, Continuous Service or Year of Vesting Service under this Plan or to waive in part or whole (or not to waive) the requirements of Section 2.1 with respect to past service of some or all employees of such adopting corporation subject to such terms and limitations as it determines and as evidenced by any Exhibits attached hereto. Such corporation shall give written notice of such adoption by that Company's duly authorized officers to Packard-Hughes Interconnect.

Section 6.7 - Consolidation or Merger

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- (a) In the event of the consolidation or merger of the Company with or into any other corporation or the sale by the Company of its assets, the resulting successor may continue the Plan by adopting the same by resolution of its board of directors. If within ninety (90) days from the effective date of such consolidation, merger or sale of assets, such new corporation does not adopt the Plan, the Plan shall be terminated as to that Company in accordance with Section 6.1.
 - (b) There shall be no merger or consolidation with, or transfer of assets or liabilities of the Plan to any other Plan unless each Participant in this Plan would (if the combined or successor plans were then terminated) receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the Benefit he would have been entitled to receive under this Plan immediately before the merger, consolidation or transfer (if the Plan had then terminated).
 - (c) Any Company which adopts this Plan and which has maintained a predecessor plan or whose Employees participated in a predecessor plan shall adopt this Plan as a separate, and not a merged or combined Plan as to such Company for purposes of Sections 414(b) and 401(a)(12) of the Code, and Section 208 of ERISA, and the Trustee shall maintain in a separate subfund all assets acquired from such predecessor plan and all subsequent contributions by such Company under Section 3.1, as are actuarially determined to be required with respect to such predecessor plan, and shall pay all benefits attributable to such predecessor plan to Employees of such Company out of such separate subfund.

Section 6.8 - Errors Misstatements and Payment of Interest

In the event of any misstatement, error, or omission of fact resulting in payment of Benefits in an incorrect amount, the Administrator shall promptly cause the amount of future payments to be corrected upon discovery of the facts, and shall pay, or authorize others to pay, the Participant or his Beneficiary or Contingent Annuitant any underpayment, in cash in a lump sum, or to recoup, or authorize others to recoup, any overpayment from future payments to the Participant or his Beneficiary or Contingent Annuitant in such amounts as the Administrator shall direct, or to proceed, or authorize others to proceed, against the Participant or his Beneficiary or Contingent Annuitant for recovery of any such overpayment. Except as otherwise specifically provided herein, no interest shall be paid on the payment of any corrected amounts or on any late or estimated payments.

Section 6.9 - Limitation on Certain Distributions

In the event of Plan termination, the Benefit of any highly compensated Participant or highly compensated Former Participant is limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code, as follows:

- (i) Benefits distributed to any of the twenty-five (25) most highly compensated Participants and highly compensated Former Participants with the greatest compensation in the current or any prior year are restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Participant under a single life annuity that is the Actuarial Equivalent of the sum of the Participant's Accrued Benefit and the Participant's other Benefits under the Plan.

(ii) Paragraph (i) shall not apply if:

- a. after payment of the Benefit to a Participant described in paragraph (i), the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Section 412(1)(7) of the Code,
- b. the value of the Benefit for a Participant described in paragraph (i) is less than 1% of the value of current liabilities, or
- c. the value of the Benefits payable under the Plan to an Employee described above does not exceed \$3,500.

(iii) For purposes of this Section, Benefit includes any periodic income, any withdrawal values payable to a living Participant, and any death benefits not provided for by insurance on the Participant's life.

Section 6.10 - Named Fiduciaries

- (a) The Administrator and Packard-Hughes Interconnect shall be named fiduciaries within the meaning of ERISA and, as permitted or required by law, shall have exclusive authority and discretion to control and manage the operation and administration of the Plan within the limits set forth in the Trust Agreement, subject to proper delegation, and shall have the discretionary authority to determine eligibility for benefits and to construe the terms of the Plan.
- (b) Such named fiduciaries, each investment manager within the meaning of Section 3(38) of ERISA and every person who exercises any discretionary authority or discretionary control respecting management of the Trust Fund or Plan, or exercises any authority or control respecting the management or disposition of the assets of the Trust Fund or Plan, or renders investment advice for compensation, direct or indirect, with respect to any moneys or other property of the Trust Fund or Plan or has authority or responsibility to do so, or has any discretionary authority or discretionary responsibility in the administration of the Plan, and any person designated by a named fiduciary to carry out fiduciary responsibilities under the Plan, shall be fiduciaries and, as such, shall be subject to provisions of the Plan, the Trust Agreement, ERISA and other applicable laws governing fiduciaries. Provided, however, any person acting solely as Trustee shall be subject only to the provisions of the Trust Agreement and any other contract to which that person is a party, and as a result shall not be subject to the provisions of the Plan. Any person may act in more than one fiduciary capacity.

Section 6.11 - Allocation of Fiduciary Responsibilities

- (a) Fiduciary responsibilities under the Plan are allocated as follows:
 - (i) the sole power and discretion to manage and control the Plan's assets including, but not limited to, the power to acquire and dispose of Plan assets, is allocated to the Trustee, except to the extent that Packard-Hughes Interconnect or a subsidiary of Packard-Hughes Interconnect exercises, or appoints another fiduciary to exercise, the power to control or manage (including the power to acquire and dispose of) all or any part of the assets of the Plan.
 - (ii) the sole duties, responsibilities and powers allocated to the Companies and to the boards of directors of the Companies shall be those expressed in the Plan or the Trust Agreement.

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(iii) all fiduciary responsibilities not allocated to the Trustee, the board of directors of any Company, the Companies or any investment manager or other person or persons granted investment powers are hereby allocated to the Administrator, subject to delegation in accordance with Section 5.1(e).

(b) Fiduciary responsibilities under the Plan may be reallocated among fiduciaries by amending the Plan in the manner prescribed in Section 6.5, followed by such fiduciaries' acceptance of, or operation under, such amended Plan.

Section 6.13 - Governing Law

The Plan and the Trust Agreement shall be interpreted, administered and enforced in accordance with the Code and ERISA and the rights of Participants, Former Participants, Beneficiaries and all other persons shall be determined in accordance therewith; provided, however, that to the extent that state law is applicable, the laws of the State of California shall apply.

Section 6.14 - Service of Process

The Vice President, Human Resources of Packard-Hughes Interconnect is hereby designated the agent of the Plan for the service of process upon the Plan.

Section 6.15 - Pronouns

The masculine pronoun shall include the feminine pronoun, and the singular shall include the plural where the context so indicates.

Section 6.16 - Titles

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Plan or Trust Agreement.

**ARTICLE VII
TOP HEAVY PROVISIONS**

Section 7.1 - Top Heavy Definitions

Whenever any of the following terms are used in the Plan with the first letter capitalized, they shall have the meaning specified below unless modified by the Applicable Exhibit or the context clearly indicates to the contrary.

- (a) "Aggregation Group" means each Plan of the Company in which a Key Employee is a Participant, and each other Plan of the Company which enables the Plan or Plans containing a Key Employee to meet the anti-discrimination requirements of Sections 401(a)(4) or 410 of the Code. In addition, the Committee may include in the Aggregation Group any other Plan of the Company that satisfies the requirements of Sections 401(a)(4) and 410 of the Code when considered together with the other Plans in the Aggregation Group.
- (b) "Determination Date" means with respect to any Plan Year the last day of the preceding Plan Year.

- (iii) all fiduciary responsibilities not allocated to the Trustee, the board of directors of any Company, the Companies or any investment manager or other person or persons granted investment powers are hereby allocated to the Administrator, subject to delegation in accordance with Section 5.1(e).
- (b) Fiduciary responsibilities under the Plan may be reallocated among fiduciaries by amending the Plan in the manner prescribed in Section 6.5, followed by such fiduciaries' acceptance of, or operation under, such amended Plan.

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- (b) "Determination Date" means with respect to any Plan Year the last day of the preceding Plan Year.

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- (c) "Key Employee" means an Employee or former Employee which, at any time during the Plan Year containing the Determination Date or any of the four (4) preceding Plan Years, is:
 - (i) An officer of the Company, having annual Compensation greater than 50% of the amount in effect under Section 415(b)(1)(A) of the Code for any such Plan Year,
 - (ii) One of the ten (10) Employees having annual compensation from the Company of more than the limitation in effect under Section 415(c)(1)(A) of the Code and owning (or considered as owning within the meaning of Section 318 of the Code) the largest interest in the Company,
 - (iii) A 5% owner of the Company, or
 - (iv) A 1% owner of the Company having an annual Compensation from the Company of more than \$150,000.00.

For purposes of paragraph (i), no more than fifty (50) Employees (or, if lesser, the greater of three (3) Employees or 10% of the Employees) shall be treated as officers. Each Beneficiary of a Key Employee and a former Key Employee shall be considered a Key Employee. An Employee who is not a Key Employee is a Non-Key Employee.

- (d) "Present Value of Accrued Benefit" means the Accrued Benefit determined under the Plan discounted for mortality and interest using the same mortality table and interest rate set forth in Section 1.4.
- (e) "Top Heavy Group" means any Aggregation Group if the sum of the Present Value of Accrued Benefit for Key Employees under all defined benefit pension plans included in the Aggregation Group, and the sum of the accounts of Key Employees under all defined contribution plans included in the Aggregation Group, exceeds 60% of such amounts determined for all Employees, calculated as of the Determination Date using the most recent valuation date within the twelve (12) month period ending on the Determination Date.
- (f) "Top Heavy Plan" means each Plan of the Company or Companies required to be included in an Aggregation Group, if the Aggregation Group is a Top Heavy Group.

Section 7.2 - Top Heavy Group Determination

For purposes of determining whether a Top Heavy Group exists, the following special rules shall apply:

- (a) Benefits derived from voluntary or mandatory Participant Contributions and Company contributions shall be taken into account.
- (b) The aggregate of distributions made to any Participant from the Plan or any plans in the Aggregation Group, during the five-year period ending on the Determination Date shall be taken into account in determining the Present Value of Accrued Benefit of any Participant or the account of any Participant under any such plan.
- (c) If a Participant who was a Key Employee ceases to be a Key Employee for a Plan Year, the Accrued Benefit or account of such Participant will not be taken into account for determining whether a Top Heavy Group exists for such Plan Year.
- (d) The Accrued Benefit of a Participant who has not received Compensation from the Company during the five-year period ending on the Determination Date will be disregarded.

Section 7.3 - Top Heavy Requirements

If the Plan is a Top Heavy Plan for any Plan Year, then with respect to such Plan Year the following provisions shall apply:

- (a) Each Participant who has completed three (3) or more Years of Service with the Company shall be fully Vested in his or her minimum accrued benefit described in subsection (b).
- (b) Notwithstanding any other provisions in this Plan except subsection (c) or (d) for any Plan Year in which this Plan is a Top-Heavy Plan, each Participant who is not a Key Employee and has completed One Thousand (1,000) Hours of Service will accrue a benefit (to be provided solely by Company contributions and expressed as a life annuity commencing at Normal Retirement Date) of not less than 2% of the Participant's highest average Compensation for the five (5) consecutive years for which the Participant had the highest Compensation. The minimum accrual is 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 year because
 - (i) the Non-Key Employee fails to make mandatory contributions to the Plan if required by the Applicable Exhibit,
 - (ii) the Non-Key Employee's 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.
- (c) For purposes of computing the minimum accrued benefit, Compensation has the same meaning as contained in Section 4.2(f) (iii).
- (d) No additional benefit accruals shall be provided pursuant to subsection (b) to the extent that the total accruals on behalf of the Participant attributable to Company contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Date that equals or exceeds 20% of the Participant's highest average Compensation for the five (5) consecutive years for which the Participant had the highest Compensation.
- (e) The minimum accrued benefit required under subsection (b) may not be forfeited for any reason if the Participant is 100% vested.
- (f) The limitation of 1.25 contained in Section 4.2(f)(i) and (ii) shall be replaced by 1.0.
- (g) The provisions in (b) above shall not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Company and the Company has provided the minimum allocation or benefit requirement applicable to this top-heavy plan in the other plan or plans.

**CONTRIBUTORY
EXHIBIT A**

This Exhibit A contains additional terms of the Plan that apply to Participants in the contributory benefit structure.

**ARTICLE I-A
DEFINITIONS**

Section 1.1-A - Accrued Benefit

The "Accrued Benefit" of a Participant, as of his Separation from Service, means the greatest of (a), (b), or (c) without regard to the provisions of Section 4.13-A, as follows:

- (a) His Normal Retirement Benefit determined without regard to the Benefit Based on Final Average Monthly Compensation, but with reference to the greater of the Minimum Benefit or Career Average Benefit, calculated on the basis of his Benefit Accrual Service as of such Separation from Service, or
- (b) His Normal Retirement Benefit Based on Final Average Monthly Compensation
 - (i) calculated as if
 - a. there were added to his Total Benefit Accrual Service the period from the date of such Separation from Service to his Normal Retirement Date, and
 - b. his Primary Insurance Amount were determined under Section 1.23-A, and
 - (ii) multiplied by a fraction, the numerator of which is his Total Benefit Accrual Service computed without the addition in subparagraph a and the denominator of which is his Total Benefit Accrual Service computed with such addition.
- (c) The Actuarial Equivalent of his total Participant Contributions as a Participant in this Plan or the Hughes Non-Bargaining Retirement Plan without interest reduced by the Participant's Accrued Benefit from the Hughes Non-Bargaining Retirement Plan.

Section 1.2-A - Accrued Benefit Derived from Company Contributions

The "Accrued Benefit Derived from Company Contributions" of a Participant as of his Separation from Service means that Benefit equal to the excess (if any) of the Participant's Accrued Benefit minus his Accrued Benefit Derived from Participant Contributions.

Section 1.3-A - Accrued Benefit Derived from Participant Contributions

The "Accrued Benefit Derived from Participant Contributions" of a Participant as of his Separation from Service means the greater of:

- (a) His Accrued Benefit, or
- (b) His annual benefit in the form of a single life annuity (without ancillary benefits) commencing at Normal Retirement Date, determined by converting his Participant Contributions Account by using an interest rate which would be used as of the first day of the month coincident with or next following his Separation from Service under the Plan under Section 417(e)(3)(B) of the Code.

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Section 1.4-A - Actuarial Equivalent or Actuarially Equivalent

"Actuarial Equivalent" or "Actuarially Equivalent" means the equivalent of a given benefit or a given amount payable under the Optional Forms of Retirement Distribution, determined conclusively by or under direction of the Administrator based upon the interest rate and the table of adjusted mortality rates determined as follows:

- (a) the interest rate shall be established annually as the annual interest rate on 30-year Treasury securities published by the Board of Governors of the Federal Reserve System for the preceding December.
- (b) The table of adjusted mortality rates is defined in accordance with Act. Sec. 767 of H.R.5110, the Uruguay Round Agreement Act, which augments the General Agreement on Tariffs and Trade (GATT). For purposes of this section, any changes to these rates specified by the Secretary of the Treasury shall become effective as of the beginning of the Plan Year following said change.

Section 1.5-A - Benefit Accrual Service

"Benefit Accrual Service" of a Participant means the total, expressed in years and fractional years, of those Plan Years for which he made contributions to the Plan as a Participant.

Section 1.6-A - Benefit Based on Final Average Monthly Compensation

The "Benefit Based on Final Average Monthly Compensation" means the Benefit determined under Section 4.3-A.

Section 1.7-A - Break in Service Year

A "Break in Service Year" of an Employee or former Employee means a period of fifty-three (53) weeks (using his regular payroll period) ending with the period in which his Anniversary Date falls, if

- (a) at the end of such period he is not an Employee,
- (b) such period ends before his Normal or Early Retirement Date, and
- (c) during such period he did not have more than five hundred (500) Hours of Service.

For purposes of determining whether a Break in Service Year has occurred for vesting purposes, an Employee who is absent from work that commences for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes hereof, an absence from work which commences for maternity or paternity reasons means an absence by reason of the pregnancy of the Employee, by reason of a birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited hereunder shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service Year in that period, or in all other cases, in the following computation period.

Section 1.8-A - Career Average Benefit

The "Career Average Benefit" means the Benefit determined under Section 4.5-A.

Section 1.9-A - Compensation

- (a) means (except as provided in subsection (b) his regular base pay, shift differential pay, Company sick leave or paid time off allowance pay, payment for overtime hours, vacation actually taken, holiday, bereavement, personal leave, jury duty, military training pay when such payments are made by the Company (or paid by a governmental agency and used as an offset by the Company), working leader bonuses, sales commissions or bonuses, cost of living allowances, amounts paid under the Packard-Hughes Interconnect Annual Incentive Plan, the Packard-Hughes Interconnect Salary Adjustment Plan, the Packard-Hughes Interconnect Supplemental Compensation Plan, the Packard-Hughes Interconnect Investment Management Company Incentive Plan, or any successor plans of the foregoing, result sharing payments, and bonus payments from the General Motors Stock Incentive Plan attributable to employment with the Company, amounts deferred by a Participant which are contributed by the Company under a cash or deferred arrangement under Section 401(k) of the Code and amounts deferred by a Participant to the flexible spending account in a Company cafeteria plan under Section 125 of the Code, but
- (b) shall exclude Compensation of any Participant in excess of \$150,000 as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code, except that the dollar increase in effect on January 1st is effective for the twelve-Accounting-Month period as provided by Section 1.30(b)(i) that commences following such January 1st, and shall exclude any compensation paid or not paid by a Company (unless specifically included in paragraph (i)), supplemental foreign service premiums, foreign service allowances for post, quarters, education, dual housing, home leave and tax differential, profit-sharing payments, public or private retirement payments, contributions (except Employee contributions) or benefits, retainers, insurance benefits or Company-paid premiums, payments for vacation not taken, benefits from the Packard-Hughes Interconnect Long-Term Achievement Plan, the General Motors Performance Achievement Plan, or the Packard-Hughes Interconnect Special Supplemental Layoff Benefit Plan or the Employment Transition Assistance Plan, and any other special payments not specifically included in paragraph (a), and
- (c) for any period as a Participant in the Hughes Non-Bargaining Retirement Plan Compensation as defined in Section 1.9-A of that Plan as in existence on December 31, 1995.

Section 1.10-A - Continuous Service

"Continuous Service" of an Employee means his current period as an Employee of one or more Companies or a member of the Controlled Group in any positions or classifications (including his period of employment with such member prior to the time the member became a part of the Controlled Group if the Employee transferred employment directly from such member to the Company at any time after the member became part of the Controlled Group, provided that a reciprocal arrangement exists between Packard-Hughes Interconnect and such member), but excluding periods of unpaid absence while an Employee, excludable under Company personnel policy consistently applied, and not includable under the terms of any collective bargaining agreement. No such period of unpaid absence, however, shall be considered to be a break in

Continuous Service. Continuous Service shall be broken by a Separation from Service under which the Employee has no recall rights.

Section 1.11-A - Cost of Living Adjustment

The "Cost of Living Adjustment" means the adjustment determined under Section 4.13-A.

Section 1.12-A - Death Benefit

"Death Benefit" means the Benefit provided following the death of a Participant determined under Section 4.11-A.

Section 1.13-A - Early Retirement Benefit

"Early Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.7-A.

Section 1.14-A - Early Retirement Date

"Early Retirement Date" of a Participant or Former Participant means the first day of a month before his Normal Retirement Date so designated by a Participant or Former Participant who at the time of his Separation from Service has attained his fifty-fifth (55th) birthday. Such a Participant who has a Separation from Service by resignation or discharge may treat such resignation or discharge as a retirement and may treat the first day of any month following the date of such resignation or discharge as his Early Retirement Date. A Former Participant who has a Separation from Service before his fifty-fifth (55th) birthday may elect Early Retirement, effective on or after his fifty-fifth (55th) birthday. The designated effective date of such election shall be his Early Retirement Date, and his Benefit shall be determined as provided in Section 4.12-A for a Vested Retirement Benefit.

Section 1.15-A - Joint and Survivor Annuity

"Joint and Survivor Annuity" of a Participant or Former Participant means the form of Benefit payable to or with respect to him under Section 4.15-A.

Section 1.16-A - Late Retirement

"Late Retirement" of a Participant or Former Participant means his retirement upon his Late Retirement Date.

Section 1.17-A - Late Retirement Benefit

"Late Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.9-A.

Section 1.18-A - Minimum Benefit

The "Minimum Benefit" means the Benefit determined under Section 4.4-A.

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Section 1.19-A - Normal Retirement Benefit

"Normal Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.2-A.

Section 1.20-A - Optional Forms of Retirement Distribution

"Optional Forms of Retirement Distribution" of a Participant or Former Participant means the optional form of Benefit payable to or with respect to him under Section 4.14-A.

Section 1.21-A - Participant Contributions

"Participant Contributions" of a Participant means his contributions to the Plan under Section 3.1-A or its predecessor.

Section 1.22-A - Participant Contributions Account

"Participant Contributions Account" of a Participant means his individual account established in accordance with Section 3.4-A.

Section 1.23-A - Primary Insurance Amount

The "Primary Insurance Amount" of a Participant as of a Plan Year means the monthly primary insurance amount of his old age insurance benefit determined as of the end of the Plan Year payable on his Normal Retirement Date under the federal Social Security Act as in effect on the date of his Separation from Service, whether more or less than the amount which would be payable if such Act remained unamended until that Date and whether or not the Participant actually applies for and receives such amount for any month, by assuming that he will receive Compensation at rates applicable on the date of such Separation from Service, over a further period of employment extending to his Normal Retirement Date. The Primary Insurance Amount of a Participant who again becomes a Participant following his Separation from Service shall in no event exceed the amount which would produce that Normal Retirement Benefit to which such Participant would have been entitled had he not again become an Employee following such Separation from Service. The actual compensation paid to the Participant by the Company during all periods of service of the Participant for the Company during which the Participant was covered by the Social Security Act shall be used in determining the Participant's projected Primary Insurance Amount. In determining the Primary Insurance Amount, the Company may not take into account any compensation from any other employer while the Employee is employed by the Company. With respect to years before the Participant's commencement of service for the Company (or Hughes if previously a Participant in the Hughes Non-Bargaining Retirement Plan), it will be assumed that the Participant received compensation for such service in an amount computed by using a six percent salary scale projected backwards from the determination date to the Participant's twenty-first birthday. However, if the Participant provides the Company with satisfactory evidence of the Participant's actual past compensation for the prior years treated as wages under the Social Security Act at the time the compensation was earned and the actual past compensation results in a smaller projected Primary Insurance Amount, the Plan must use the actual past compensation. Such documentation must be provided no later than a reasonable period of time following the later of the date of his Separation from Service and the time the Participant is notified of the Benefit to which he or she is entitled. At

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such time as regulations become effective and so require, each Employee shall be provided with written notice of the Employee's right to supply actual compensation history, and of the financial consequences of failing to supply such history. The notice shall be given each time the summary plan description is provided to the Participant and will also be given upon the Participant's Separation from Service. The notice shall also state that the Participant can obtain the actual compensation history from the Social Security Administration. For any Participant for whom the Primary Insurance Amount cannot be ascertained as herein provided, said amount shall be that amount which the Administrator shall reasonably estimate. No Benefit hereunder shall be decreased by reason of any increase in the benefit levels payable under Title II of the Social Security Act or any increase in the wage base under such Title II, if such increase takes place after the earlier of the date of first receipt of such Benefits or the date of Separation from Service of the Participant to whom or with respect to whom such Benefits are paid, as the case may be.

Section 1.24-A - Separation from Service

- (a) "Separation from Service" of an Employee means his quit, discharge, layoff (other than a temporary layoff), death, or Early, Normal or Late Retirement from the Company or a member of the Controlled Group.
- (b) A leave of absence, (whether paid or unpaid) authorized by a Company in accordance with the Manual, a vacation period, a temporary layoff, Military Service or a transfer among members of the Controlled Group shall not constitute a Separation from Service; provided, however, that
 - (i) continuation upon a temporary layoff for a period in excess of the maximum period for temporary layoffs specified in the then Company Manual, shall be considered a layoff effective as of the end of such specified period; and
 - (ii) failure to return to work upon expiration of any leave of absence, vacation, or temporary layoff shall be considered a quit effective as of the expiration of such leave of absence, vacation, or temporary layoff.

Section 1.25-A - Vested Retirement Benefit

"Vested Retirement Benefit" of a Participant or Former Participant means the Benefit which is nonforfeitable in accordance with Section 4.12-A.

Section 1.26-A - Year of Vesting Service

"Year of Vesting Service" of an Employee means a period of fifty-three (53) weeks (using his regular payroll week) ending with the week in which his Anniversary Date falls, during which period he completed one thousand (1,000) or more Hours of Service. For an Employee who incurs a Separation from Service prior to being Vested, Years of Vesting Service before a period of five (5) consecutive Break in Service Years will not be taken into account in determining the Years of Vesting Service of the Employee.

**ARTICLE II-A
ELIGIBILITY**

Section 2.1-A

Requirements for Participation

- (a) Any Employee who was a Participant in the Hughes Non-Bargaining Plan on December 31, 1995 immediately becomes a Participant in this Plan on January 1, 1996 and shall remain a Participant until Section 2.2 applies to him.
- (b) Any other Employee who:
- (i) is an Employee of the Company on December 31, 1995 and
 - (ii) completes either:
 - a. a twelve-month period commencing with
 - 1. his first Hour of Service since the date he was hired as an Employee Packard-Hughes Interconnect, or
 - 2. his Anniversary Date in which period he had completed one thousand (1,000) or more Hour of Service, or
 - b. twelve (12) months of Company Service, and
 - (iii) is not an Employee in a Bargaining Unit, and
 - (iv) is on the United States payroll of a Company (as maintained by such Company in accordance with its established practice), and shall become a Participant on the entry date determined as the first Monday of the calendar month coincident with or next following his satisfaction of such requirements.
- (c) Any Former Participant who has a Separation from Service because of a layoff and who was in the contributory benefit structure at the time of the layoff, shall be eligible to again become a Participant in the contributory benefit structure upon being recalled from layoff, and by again becoming a salaried Employee, provided that the Former Participant did not previously make the election to participate in the non-contributory benefit structure and otherwise satisfies the eligibility requirements of Section 2.1-A(b)(iii) and (iv).
- (d) Any Employee who immediately prior to becoming a salaried Employee was participating in the contributory benefit structure of the Packard-Hughes Interconnect Bargaining Retirement Plan shall be eligible to be a Participant in the contributory benefit structure.
- (e) Any salaried employee who was participating, or who was eligible to participate, in the contributory benefit structure of the Plan immediately prior to transferring employment to a member of the Controlled Group that has not adopted the Plan shall be eligible again to participate in the Plan upon retransferring employment to a Company, provided that there has been no break in his Continuous Service and that the Employee otherwise satisfies the eligibility requirements of Section 2.1-A (b)(ii), (iii), and (iv).

Section 2.2-A - Suspension During Continuous Service

A Participant may suspend his participation in the Plan during his Continuous Service at any time by giving such advance written notice to the Administrator that he declines to make contributions under Section 3.1-A, which notice shall be effective and irrevocable for a period of twelve (12) calendar months in accordance with its terms upon receipt by the Administrator.

Section 2.3-A - Forfeitures

If a Participant has a Separation from Service for any reason prior to obtaining a fully Vested Retirement Benefit, the unvested portion of his Accrued Benefit Derived from Company Contributions shall be forfeited at the earlier of:

- (a) That date when the number of his consecutive Break in Service Years equals five (5), or
- (b) His withdrawal of Participant Contributions under Section 3.5-A (a) provided that any such unvested portion shall be restored subject to subsequent forfeiture under this Section, if, before subsection (a) applies, he restores such withdrawn Contributions with interest under Section 3.5-A (b).

**ARTICLE III-A
FUNDING BENEFIT**

Section 3.1-A - Participant Contributions

As a condition of his admission to and continued active participation in the Plan, each Participant, except a Participant on inactive status under Section 2.4, shall contribute to his Participant Contributions Account for each payroll period during his participation in the Plan prior to his Early, Normal or Late Retirement Date 3% of his Compensation earned in the Plan Year. A Participant, who is an Employee, except a Participant on inactive status under Section 2.4, receiving Benefits under the Income Insurance Plan shall contribute 3% of his regular pay, including any shift differential and then current cost-of-living allowances for his job classification and regularly-scheduled work- week at the rate in effect on his last day on the job.

Section 3.2-A - Withholding of Contributions

A Participant's Contributions to his Participant Contributions Account shall be withheld by the Company for each payroll period from his pay, or shall be paid in cash to the extent of any excess of such contributions over the amount available for withholding, or by the insurer from his benefits under the Income Insurance Plan.

Section 3.3-A - Deposit of Participant Contributions

A Participant's Contributions shall be transmitted to the Trustee not later than the end of the calendar month following the calendar month in which such contributions are made.

Section 3.4-A - Participant Contributions Accounts

The Administrator shall maintain a Participant Contributions Account for each Participant who has made Participant Contributions to the Plan, to which Account shall be credited the balance, if any together with contributions or repayments, if any, under Section 3.1-A or 3.5-A (b), and less withdrawals under Section 3.5-A(a) and, on the aggregate net amount so credited, interest compounded annually from the end of the Plan Year in which they were credited to his Participant Contributions Account and ending with the first day of the month following the date of his Separation from Service on which the determination is being made, interest compounded annually at 120% of the federal mid-term rate as in effect under Section 1274 of the Code on December 1st of each Plan Year. From the date of his Separation from Service and ending on the

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date of withdrawal of Participant Contributions under Section 3.5-A (a), the Participant shall be entitled to the present value of his Accrued Benefit Derived from Participant Contributions calculated using the Accrued Benefit Derived from Participant Contributions determined on his Separation from Service and using an interest rate which would be used as of the date of withdrawal under the Plan under Section 417(e)(3)(B) of the Code.

Section 3.5-A - Withdrawals and Repayments

- (a) Subject to the vesting provisions of Section 4.12-A, a Participant who has a Separation from Service may withdraw in cash the amount referred to in Section 4.2-A (a)(ii)a of the Normal Retirement Benefit upon written notice to the Administrator at any time during a Separation from Service provided that such written notice is given prior to the Participant's Annuity Starting Date. If the withdrawal occurs in connection with the retirement of the Participant, the determination of the amount of the withdrawal will be calculated to the Participant's Annuity Starting Date. For all other withdrawals hereunder, interest shall be calculated on the amount of the withdrawal as of the first day of the month following the receipt of written notice.
- (b) A Participant, but not a Former Participant, may within sixty (60) months following his first rehire or recall and prior to his Annuity Starting Date while employed by the Company, repay to the Trust in full (but not partially) the amount he withdrew under subsection (a) together with interest compounded annually on such amount at the rate referred to in Section 3.4-A then prevailing at the time of repayment, and shall thereby be restored to the same Accrued Benefit he would have had if no withdrawal had been made.
- (c) Withdrawals from the Plan other than as permitted in subsection (a) are prohibited.

ARTICLE IV-A RETIREMENT TERMINATION OR DEATH

Section 4.1-A - Normal Retirement

A Participant shall be entitled to his Normal Retirement Benefit hereunder on his Normal Retirement Date, unless the Participant elects his Early Retirement Benefit or Late Retirement Benefit.

Section 4.2-A - Normal Retirement Benefit

- (a) A Participant who retires on his Normal Retirement Date shall receive a Normal Retirement Benefit, which, subject to the provisions of the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, shall consist of:
 - (i) a monthly payment on the first day of each calendar month commencing with his Normal Retirement Date and ending with the last such payment before his death, and
 - (ii) a payment within five (5) years after his death in a lump sum to his properly designated Beneficiary or Beneficiaries in an amount equal to the excess, if any, of his Participant Contributions and interest compounded annually to the date of his first monthly payment, with proper allowance for any earlier un-repaid withdrawal under Section 3.5-A, at the rate of interest specified in Section 3.4-A, minus the aggregate of all payments made to him under paragraph (i).

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- (b) The monthly Benefit payment described in subsection (a)(i) shall be the greatest of alternative Benefits determined under the Benefit Based on Final Average Monthly Compensation, the Minimum Benefit and the Career Average Benefit, reduced to eliminate the Actuarial Equivalent of any prior forfeitures under Section 2.3-A and any prior withdrawals under Section 3.5-A (a) not repaid under Section 3.5-A (b), less the comparable monthly Benefit payable from the Hughes Non-Bargaining Retirement Plan and then adjusted pursuant to the Cost of Living Adjustment.

Section 4.3-A - Alternative Formula: Benefit Based on Final Average Monthly Compensation

A Participant's alternative Benefit determined under this Section shall be an amount determined by calculating:

- (a) The product of:
 - (i) the factor of .0175 ,
 - (ii) his Benefit Accrual Service, and
 - (iii) his Final Average Monthly Compensation, minus
- (b) The product of:
 - (i) the factor of .015,
 - (ii) his Total Benefit Accrual Service (not in excess of 33-1/3 years),
 - (iii) the factor determined by dividing
 - a. his Benefit Accrual Service by
 - b. his Total Benefit Accrual Service, and
 - (iv) his Primary Insurance Amount.
- (c) If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is re-employed by a Company, then Final Average Monthly Compensation and the Benefit Accrual Service before and after such Separation from Service will not be aggregated for purposes of calculating the Benefit under this Section, but the Benefit under this Section will be calculated separately for each such separate periods of employment.

Section 4.4-A - Alternative Formula: Minimum Benefit

A Participant's alternative Benefit determined under this Section shall be the product of:

- (a) His Benefit Accrual Service, and
- (b) The sum of:
 - (i) \$13.00, and
 - (ii) the product of:
 - a. the factor of .005 and
 - b. his Final Average Monthly Compensation.

Section 4.5-A - Alternative Formula: Career Average Benefit

A Participant's alternative Benefit determined under this Section shall be the sum of:

- (a) The product of:
 - (i) the fraction one twenty-fourth (1/24th) and
 - (ii) the aggregate principal amount of his Participant Contributions, net of any un-repaid withdrawals under Section 3.5-A, and

- (b) One-twelfth (1/12th) of the sum of 1% of the first \$3,600 of his Compensation earned in a Plan Year of this Packard-Hughes Interconnect Plan or the Hughes Non-Bargaining Retirement Plan and 2% of such Compensation in excess of \$3,600.

Section 4.6-A - Early Retirement

A Participant shall be entitled to his Early Retirement Benefit hereunder on his Early Retirement Date.

Section 4.7-A - Early Retirement Benefit

- (a) Participant who retires on his Early Retirement Date shall receive an Early Retirement Benefit which, subject to the provisions of the Cost of Living Adjustment, the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, and the vesting provisions under Section 4.12-A, shall consist of:
- (i) a monthly payment on the first day of each calendar month commencing with his Early Retirement Date and ending with the last such payment before his death, and
 - (ii) a payment within five (5) years after his death in a lump sum to his properly designated Beneficiary or Beneficiaries in an amount equal to the excess, if any, of the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus the aggregate of all payments made to him under paragraph (i).
- (b) The amount of each such monthly payment as provided in subsection (a)(i), except as provided in subsection (c) and the Cost of Living Adjustment, shall be equal to the excess, expressed in terms of a monthly payment, of the Actuarial Equivalent of his Vested Accrued Benefit computed without regard to the Cost of Living Adjustment minus the Actuarial Equivalent of any prior forfeitures under Section 2.3-A and any prior withdrawals under Section 3.5-A (a) not repaid under Section 3.5-A (b).
- (c) In the case of a Participant on the United States payroll not on inactive status under Section 2.4, the sum of whose full years of Continuous Service on his Early Retirement Date and age in years as of his last birthday coinciding with or preceding his Separation from Service on such Date equals or exceeds seventy-five (75) ("rule of 75"), the amount of each such monthly payment shall be equal to the monthly payment (including adjustments under the Cost of Living Adjustment) included in his Accrued Benefit. If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is re-employed by a Company, then for purposes of determining whether the rule of 75 applies, the Participant's Benefit accrued before and after such Separation from Service will not be aggregated, and whether the rule of 75 has been satisfied with respect to each such Benefit will be determined separately and will be based on the Participant's age and full years of Continuous Service at the time of each such Separation from Service.
- (d) Any Participant who incurs a Separation from Service on account of layoff and who:
- (i) has fifteen (15) or more Years of Vesting Service,
 - (ii) is age fifty (50) or older,
 - (iii) is within five (5) years of satisfying the rule of 75, and
 - (iv) executes an Agreement to Arbitrate Claims in form satisfactory to the Administrator, may elect to receive his Accrued Benefit (including adjustments under the Cost of Living Adjustment) determined in accordance with subsection (c) as if the rule of 75 had been satisfied and as if he had reached his Early Retirement Date on the first day of the month

following such Separation from Service, but his Accrued Benefit shall be reduced by one and one-half per cent (1-1/2%) per month for each month (or portion thereof) that the Participant's Separation from Service on account of layoff precedes the date that the rule of 75 would have been satisfied; provided, however, in no event will any Participant's Accrued Benefit under this subsection be less than the Participant would have otherwise been entitled to receive under this Section. Notwithstanding any other provision in the Plan to the contrary, following the exhaustion of the claims procedure in Section 5.11, any claim of a Participant or Beneficiary under subsection (d), or any claim of such Participant or Beneficiary under any other provision of the Plan, is subject to the provisions of the Agreement to Arbitrate Claims.

Section 4.8-A - Late Retirement

A Participant shall be entitled to his Late Retirement Benefit hereunder on his Late Retirement Date, or on his Annuity Starting Date if occurring later than his Normal Retirement Date.

Section 4.9-A - Late Retirement Benefit

- (a) A Participant who retires on his Late Retirement Date, or who elects an Annuity Starting Date occurring later than his Normal Retirement Date, shall receive a Late Retirement Benefit which, subject to the provisions of the Cost of Living Adjustment, the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, shall consist of:
- (i) a monthly payment on the first day of each calendar month commencing with his Annuity Starting Date, which would be his Late Retirement Date if no election to defer the Annuity Starting Date is made, and ending with the last such payment before his death, and
 - (ii) a payment within five (5) years after his death in a lump sum to his properly designated Beneficiary or Beneficiaries in an amount equal to the excess, if any, of:
 - a. the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus
 - b. the aggregate of all payments made to him under paragraph (i).
- (b) For eligible Participants who so elect, to the amount of each monthly payment determined in Section 4.2-A(a)(i) of the Normal Retirement Benefit, shall be added the excess (and in no event less than zero), expressed in terms of a monthly payment, of the Actuarial Equivalent of the Normal Retirement Benefit he would have received under Section 4.2-A(a)(i) of the Normal Retirement Benefit (after application of the Cost of Living Adjustment and an interest rate equal to 9% per annum (or at such time as the interest rate determined under Section 1.4-A(a) is equal to or greater than 9%, then such interest rate determined under Section 1.4-A(a)), had he retired upon his Normal Retirement Date, minus the Accrued Benefit (if any) of such Participant as determined in Section 1.1-B. For eligible Participants who so elect, to the amount of each monthly payment determined in Section 4.2-A(a)(i) of the Normal Retirement Benefit shall be added the excess of the Accrued Benefit Derived from Participant Contributions as of his Late Retirement Date, minus the sum of the Accrued Benefit Derived from Participant Contributions as of his Normal Retirement Date, plus the Accrued Benefit Derived from Participant Contributions attributable to contributions made in each Plan Year after Normal Retirement Date. Amounts determined in the prior sentence shall be on the basis of the interest rate which would be used as of the Late Retirement Date under the Plan under Section 417(e)(3)(B) of the Code.

Section 4.10-A - Actuarial Equivalence

The Participant's Optional Forms of Retirement Distribution or the Joint and Survivor Annuity shall, except for the vesting provisions under Section 4.12-A, be the Actuarial Equivalent of his Early, Normal, or Late Retirement Benefit, such Equivalent being computed as of his Annuity Starting Date.

Section 4.11-A - Death Benefit

- (a) If a Participant or Former Participant dies prior to the due date of the first monthly Benefit payment payable to him under the Plan, and if the other subsections of this Section are not applicable, there shall be paid in cash in a lump sum to his properly designated Beneficiary or Beneficiaries an amount equal to the balance of his Participant Contributions Account and all his other Benefits (if any) shall be forfeited.
- (b) If a Participant's age is fifty-five (55) or older, is entitled to a Vested Retirement Benefit, has a Separation from Service due to his death, or has a Separation from Service because of retirement but dies prior to the first day of the-month coinciding with or next following retirement within which the initial payment of any benefit is or would be payable to him, and leaves a surviving spouse, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall elect to receive either the Benefit described in subsection (c) or the Benefit described in subsection (d). In the event benefits are paid under this subsection, then no Beneficiary (other than the spouse) shall be entitled to receive benefits under the Plan, except as provided in subsection (c)(ii).
- (c) The Benefit described in this subsection shall consist of:
- (i) a monthly payment to such spouse on the first day of each calendar month commencing with the month following the month of such Participant's death, and continuing through the month of such spouse's death, in an amount equal to the monthly Benefit which such spouse would have received under Section 4.14-A(b)(i)a of the Optional Forms of Retirement Distribution had the Participant retired immediately prior to his death and elected under Section 4.14-A(b)(i)a of the Optional Forms of Retirement Distribution to receive monthly payments of his Early Retirement Benefit, Normal Retirement Benefit or Late Retirement Benefit, as the case may be, subject to adjustment in the manner provided in the Cost of Living Adjustment, naming such spouse as Contingent Annuitant and providing that such monthly payments to the surviving Contingent Annuitant after the Participant's death should be equal to 100% of the payments to the Participant during his life, subject to adjustment in the manner provided in the Cost of Living Adjustment, and
 - (ii) upon the death of such spouse, payment in cash in a lump sum to such Participant's duly designated Beneficiary or Beneficiaries of an amount equal to the excess, if any, of the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus the aggregate of all payments made under paragraph (i).
- (d) The Benefit described in this subsection shall consist of:
- (i) a lump sum payment payable not later than the end of the Plan Year following the Plan Year of the death of such Participant to the surviving spouse in an amount equal to the sum referred to in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, and

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(ii) a monthly payment, adjusted in the manner provided in the Cost of Living Adjustment, on the first day of each calendar month commencing with the month following the month of such Participant's death, and ending with the month of such spouse's death, in an amount Actuarially Equivalent as so adjusted to the sum of:

- a. the Participant's Accrued Benefit Derived from Company Contributions, and
- b. an amount Actuarially Equivalent to the excess, if any of his Accrued Benefit Derived from Participant Contributions minus the Benefit provided for under this subsection (d) as computed without regard to this subparagraph b.

(e) Unless the provisions of Section 4.11-A (b) of the Death Benefit apply, if a Participant dies with a Vested Retirement Benefit or if a Former Participant dies with a Vested Retirement Benefit after a Separation from Service, and such death is prior to the due date of the first monthly Benefit payable to him under the Plan and if he is survived by the spouse to whom he was married throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive a survivor annuity consisting of:

(i) if the Former Participant dies after his earliest retirement age, such spouse shall elect to receive either the benefit described in subsection a or the benefit described in subsection b

a. The Benefit described in this subsection shall consist of:

- i. a monthly payment to such spouse on the first day of each calendar month commencing with the month following the month of such Former Participant's death, and continuing through the month of such spouse's death, in an amount equal to the monthly Benefit which such spouse would have received under Section 4.14-A(b)(i)a of the Optional Forms of Retirement Distribution had the Former Participant retired immediately prior to his death and elected under Section 4.14-A(b)(i)a of the Optional Forms of Retirement Distribution to receive monthly payments of his Early Retirement Benefit, Normal Retirement Benefit or Late Retirement Benefit, as the case may be, in the form of a fixed annuity contract naming such spouse as Contingent Annuitant and providing that such monthly payments to the surviving Contingent Annuitant after the Former Participant's death should be equal to 100% of the payments to the Former Participant during his life, and
- ii. upon the death of such spouse, payment in cash in a lump sum to such Former Participant's duly designated Beneficiary or Beneficiaries of an amount equal to the excess, if any, of the sum described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus the aggregate of all payments made under item i.

b. The Benefit described in this subsection shall consist of:

- i. a lump sum payment payable not later than the end of the Plan Year following the Plan Year of the death of such Former Participant to the surviving spouse in an amount equal to the sum referred to in Section 4.2A(a)(ii)a of the Normal Retirement Benefit, and
- ii. a monthly payment, on the first day of each calendar month commencing with the month following the month of such Former Participant's death, and ending with the month of such spouse's death, in an amount Actuarially Equivalent to the sum of the Participant's Accrued Benefit Derived from Company Contributions, and an amount Actuarially Equivalent to the excess, if any of his Accrued Benefit Derived from Participant Contributions minus the Benefit

provided for under this subparagraph as computed without regard to this item

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- (ii) If the Participant or Former Participant dies prior to his earliest retirement age, a monthly payment commencing on the first day of the calendar month following the month in which the Participant or Former Participant would have attained his earliest retirement age and ending with the calendar month in which the spouse dies, equal to 50% of the monthly amount the Participant or Former Participant would have received if he retired electing a Joint and Survivor Annuity, and if such Participant had:
- a. a Separation from Service on or prior to the date of death,
 - b. survived to the earliest retirement age,
 - c. retired with an immediate qualified Joint and Survivor Annuity at the earliest retirement age, and
 - d. died on the day after the day on which such Participant would have attained the earliest retirement age; plus
- (iii) upon the death of such spouse, payment shall be made in cash in a lump sum to such Participant or Former Participant's duly designated Beneficiary or Beneficiaries of an amount equal to the excess, if any, of the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus the aggregate of all payments made under subsection (e).

Section 4.12-A - Vested Retirement Benefit

Each Participant shall be entitled to a Vested Retirement Benefit in the amount provided in this Section. In the event of his Separation from Service prior to his Normal Retirement Date, except for the Joint and Survivor Annuity and the Death Benefit, such Participant shall upon his Normal Retirement Date become entitled to a Normal or Optional Forms of Retirement Distribution, or upon his Early Retirement Date may receive an Early or Optional Forms of Retirement Distribution, as he shall elect, or in the absence of such election, as determined under the provisions of the Normal Retirement Benefit, the Cost of Living Adjustment, the Optional Forms of Retirement Distribution, and the Joint and Survivor Annuity, but, in each case, if his Separation from Service preceded his fifty-fifth (55th) birthday, without regard to the Cost of Living Adjustment and the "rule of 75" under Section 4.7-A(c), all in an amount Actuarially Equivalent to the sum of

- (a) his Accrued Benefit Derived from Participant Contributions, and
- (b) that percentage of his Accrued Benefit Derived from Company Contributions determined on the basis of his Years of Vesting Service as follows:

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

A Participant's Accrued Benefit to the extent not forfeited under Section 2.3-A or paid as a Death Benefit shall become 100% Vested if he is then employed by a member of the Controlled Group on his sixty-fifth (65th) birthday. If a Participant who has a fully or partially Vested Retirement Benefit and who incurs a Separation from Service is re-employed by a Company or a member of the Controlled Group, then the Participant's Benefit accrued before and after such Separation from Service will be 100% Vested.

Section 4.13-A - Cost of Living Adjustment

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- (a) The monthly Benefit payable under Section 4.2-A (a)(i) of the Normal Retirement Benefit, Section 4.7-A (a)(i) of the Early Retirement Benefit for any Participant who has a Separation from Service on or after his fifty-fifth (55th) birthday, Section 4.7-A (d) on account of layoff, or Section 4.9-A(a)(i) of the Late Retirement Benefit to or in respect of a Participant during any calendar year (the "subject calendar year" after the first calendar year in which monthly Benefits were so payable shall be adjusted by multiplying the monthly Benefit so payable during the calendar year immediately preceding the subject calendar year (after applying the Cost of Living Adjustment to such preceding calendar year) by a factor (not over 1.040 and not under 0.960) computed to at least three decimal places, determined by dividing:
 - (i) the United States Bureau of Labor Statistics Consumer Price Index (All Urban Consumers, all items, United States city average, 1967 = 100) as revised, for the September next before the subject calendar year by
 - (ii) such Index for the September of the second year before the subject calendar year.
 - (b) Notwithstanding the provisions of subsection (a), the adjustment provided in such subsection shall not result in a monthly Benefit less than the monthly Benefit initially payable to or in respect of the Participant.
 - (c) If the Plan is terminated under Section 6.1, no further adjustments shall be made under this Section, except as to Former Participants who had retired under a Normal Retirement Benefit, Early Retirement on or after his fifty-fifth (55th) birthday or Late Retirement Benefit (but not if his Separation from Service was prior to being Vested) on or prior to the date of such termination.
 - (d) No adjustment shall be made under this Section to a Benefit payment payable either in a lump sum on the death of a Participant as described in Section 4.2-A (a)(ii) of the Normal Retirement Benefit or with respect to the temporary portion of the Social Security adjustment option under Section 4.14-A (b)(i)e. If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is re-employed by a Company, then for purposes of determining whether the Cost of Living Adjustment applies, the Participant's Benefit accrued before and after such Separation from Service will not be aggregated, and whether the Cost of Living Adjustment applies will be determined separately.

Section 4.14-A - Optional Forms of Retirement Distribution

A Participant entitled to receive a Normal, Early, or Late Retirement Benefit shall receive the 50% Joint and Survivor Annuity (if applicable) unless he elects not to receive such annuity, elects instead to receive a distribution in accordance with subsection (a), (b) or (c) and his spouse consents in writing to such election in accordance with Section 4.15-A (h). A Participant to whom a Joint and Survivor Annuity does not apply and who makes no election under this Section shall receive a Benefit in accordance with subsection (a). A Participant may not make or change an election hereunder after his Annuity Starting Date. A Participant may elect to receive his Benefit in any one of the following manners:

- (a) A Normal, Early or Late Retirement Benefit, as the case may be,

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- (b) A Benefit which is the Actuarial Equivalent of his Benefit in Subsection (a) consisting of:
- (i) monthly payments commencing on his Annuity Starting Date:
 - a. in the form of a joint and survivor annuity option payable to the Participant for his life, and monthly payments to his Beneficiaries or his Contingent Annuitants for life (in amounts as selected by the Participant equal to a survivor annuity of 50%, 66 2/3%, 75% or 100% of the monthly amount paid to such Participant), or
 - b. in the form of a period certain and continuous option payable to the Participant and his Beneficiaries over the later of a period certain for a guaranteed number of payments (for a period as selected by the Participant of five (5), ten (10), or fifteen (15) years) or the life of the Participant, or
 - c. in the form of a period certain option payable to the Participant and his Beneficiaries for a period certain for a guaranteed number of payments (for a period as selected by the Participant of five (5), ten (10) or fifteen (15) years), or
 - d. in the form of a temporary modified cash refund option payable to the Participant and his Beneficiaries over the earlier of a period certain (for a period as selected by the Participant of five (5), ten (10), or fifteen (15) years) or the life of the Participant, and adjusted in the manner provided in the Cost of Living Adjustment, and
 - e. a monthly payment commencing on his Annuity Starting Date consisting of the permanent portion and the temporary portion of the Benefit payable through the earlier of the month in which he dies or the month before his sixty-second (62nd) or sixty-fifth (65th) birthday, as he shall elect, and thereafter through the month in which he dies reduced by the temporary portion of this Benefit that is an amount estimated to equal his monthly Social Security old age benefits payable at such birthday as projected by the Administrator, and further reduced by the Cost of Living Adjustment attributable to the temporary portion of the Benefit, and with the permanent portion of this Benefit adjusted in the manner provided in the Cost of Living Adjustment, and
 - (ii) upon the death of the Participant, payment to his Contingent Annuitant (if surviving the Participant), otherwise either to the primary Beneficiary (if surviving the Participant), or to the contingent Beneficiary in cash in a lump sum an amount equal to the excess, if any, of:
 - a. the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus
 - b. the aggregate of all payments made under paragraph (i), or
- (c) The option provided in subsection (b)(i)e. may be elected with the Normal, Early or Late Retirement Benefit under subsection (a), the Joint and Survivor Annuity payable under Section 4.15-A, or a joint and survivor annuity option under subsection (b)(i)(a), but may not be coupled with any other option provided in subsection (b).
- (d) No Optional Forms of Retirement Distribution may be selected where the Beneficiary or Contingent Annuitant is other than the spouse, unless such option will assure that at least 50% of the present value of the Benefit available for distribution is payable within the life expectancy of the Participant.
- (e) If a Participant dies after his Annuity Starting Date, the remaining portion of his Benefit, if any, may continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death to the Contingent Annuitant, if surviving the Participant, or otherwise to the Participant's designated primary Beneficiary; provided, however, if the primary Beneficiary is the estate of the Participant, or if the primary Beneficiary dies prior to the Participant, the remaining portion of his Benefit will be distributed in a lump sum to the Participant's contingent Beneficiary. If a Participant dies

before his Annuity Starting Date, the Participant's entire Benefit will be limited to and distributed as a Death Benefit in accordance with Section 4.11-A.

Section 4.15-A - Joint and Survivor Annuity

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- (a) Notwithstanding anything in the Plan to the contrary, the Benefit, if any, of a Participant or Former Participant commencing on his Annuity Starting Date shall be a Joint and Survivor Annuity, as described in subsection (b), if:
 - (i) he was married on his Annuity Starting Date, and
 - (ii) he has not otherwise elected under subsection (e).
 - (b) The Joint and Survivor Annuity of a Participant or Former Participant shall be a Benefit, reduced as provided in subsection (c) and adjusted under the Cost of Living Adjustment (if eligible), consisting of:
 - (i) monthly payments to him beginning on his Annuity Starting Date and ending with the calendar month in which his death occurs with the provision that, if he dies after his Annuity Starting Date survived by the spouse to whom he was married on his Annuity Starting Date, such spouse shall receive monthly payments of 50% of such reduced Benefit adjusted under the cost of Living Adjustment, beginning on the first day of the calendar month next following his death and ending with the calendar month in which such spouse dies, plus
 - (ii) as soon as both such Participant and his surviving spouse are dead, a lump sum payment to the Participant's properly designated Beneficiary or Beneficiaries other than such spouse, in an amount equal to the excess, if any, of
 - a. the amount remaining in the Participant Contributions Account described in Section 4.2-A(a)(ii)a of the Normal Retirement Benefit, minus
 - b. the aggregate of all payments made under this subsection to the Participant and his spouse.
 - (c) The reduced Benefit payable under this Section to a Participant or Former Participant during his lifetime shall be at a monthly rate such that his Joint and Survivor Annuity is the Actuarial Equivalent of his Early, Normal or Late Retirement Benefit.
 - (d) No less than thirty (30) days (unless waived by the Participant) and no more than ninety (90) days prior to the Annuity Starting Date, each Participant or Former Participant who may be affected by this Section shall be furnished, by mail or personal delivery, with a written explanation of:
 - (i) the terms and conditions of a qualified Joint and Survivor Annuity,
 - (ii) the Participant's right to make and the effect of an election to waive the qualified Joint and Survivor Annuity form of benefit,
 - (iii) the rights of a Participant's spouse,
 - (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified Joint and Survivor Annuity, and
 - (v) the relative values of the various Optional Forms of Retirement Distributions.
 - (e) A Participant or Former Participant referred to in subsection (a) may elect in writing, in the manner prescribed by the Administrator, not to receive a Joint and Survivor Annuity (in which case he shall receive his Benefit as otherwise provided in the Plan). Such an election shall be made not later than his Annuity Starting Date.
 - (f) The applicable election period under subsection (e) shall be the ninety (90) day period ending on the Annuity Starting Date.

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- (g) During the period described in subsection (f), a Participant or Former Participant who properly elected under subsection (e) not to receive a Joint and Survivor Annuity may revoke such election and after any such revocation, an election under subsection (e) may be made again prior to the expiration of such election period.
 - (h) Any election made under subsection (e) will be effective only if the Participant or Former Participant's spouse signs a written consent and the spouse's signature is witnessed by a Plan representative or Notary Public. If the Participant or Former Participant establishes to the satisfaction of the Administrator that such a written consent cannot be obtained because the spouse cannot be located, the election will be deemed to be effective without the written consent of the spouse.

NON-CONTRIBUTORY EXHIBIT B

This Exhibit B contains additional terms of the Plan that apply to Participants in the non-contributory benefit structure.

ARTICLE I-B DEFINITIONS

Section 1.1-B - Accrued Benefit

The "Accrued Benefit" of a Participant, as of his Separation from Service, means the Participant's Normal Retirement Benefit based upon the Participant's Benefit Accrual Service accumulated to date and the Participant's Compensation paid during such Benefit Accrual Service.

Section 1.2-B - Actuarial Equivalent or Actuarially Equivalent

"Actuarial Equivalent" or "Actuarially Equivalent" means the equivalent of a given benefit or a given amount payable under the Optional Forms of Retirement Distribution, determined conclusively by or under direction of the Administrator based upon the interest rate and the table of adjusted mortality rates determined as follows:

- (a) the interest rate shall be established annually as the annual interest rate on 30-year Treasury securities published by the Board of Governors of the Federal Reserve System for the preceding December.
- (b) The table of adjusted mortality rates is defined in accordance with Act. Sec. 767 of H.R.5110, the Uruguay Round Agreement Act, which augments the General Agreement on Tariffs and Trade (GATT). For purposes of this section, any changes to these rates specified by the Secretary of the Treasury shall become effective as of the beginning of the Plan Year following said change.

Section 1.3-B - Benefit Accrual Service

"Benefit Accrual Service" of a Participant means the total, expressed in years and fractional years, of those Plan Years for any part or all of which the Participant was employed by the Company following the Participant's one year Anniversary Date, but excluding those Plan years during which: the Participant was participating in, or eligible to participate in, any other qualified defined benefit plan of a member of the Controlled Group other than the Packard-Hughes Non-Bargaining Retirement Plan; the Participant did not receive Compensation from the Company; or the Participant did not satisfy the eligibility requirements.

Section 1.4-B - Break in Service Year

A "Break in Service Year" of an Employee or former Employee means a period of fifty-three (53) weeks (using his regular payroll period) ending with the period in which his Anniversary Date falls, if

- (a) at the end of such period he is not an Employee,
- (b) such period ends before his Normal or Early Retirement Date, and
- (c) during such period he did not have more than five hundred (500) Hours of Service.

For purposes of determining whether a Break in Service Year has occurred for vesting purposes, an Employee who is absent from work that commences for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes hereof, an absence from work which commences for maternity or paternity reasons means an absence by reason of the pregnancy of the Employee, by reason of a birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited hereunder shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service Year in that period, or in all other cases, in the following computation period.

Section 1.5-B - Compensation

"Compensation" of a Participant for any Plan Year means his regular base pay, Company sick leave or paid time off allowance pay, payment for overtime hours, vacation actually taken, and holiday, bereavement or personal leave pay, sales commissions or bonuses, jury duty, military training pay when such payments are made by the Company (or paid by a governmental agency and used as an offset by the Company) amounts paid under the Packard-Hughes Interconnect Annual Incentive Plan, the Packard-Hughes Interconnect Salary Adjustment Plan, the Packard-Hughes Interconnect Supplementary Compensation Plan, the Packard-Hughes Interconnect Investment Management Company Incentive Plan, or any successor plans of the foregoing, result sharing payments, and bonus payments from the General Motors Stock Incentive Plan attributable to employment with the Company, amounts deferred by a Participant which are contributed by the Company under a cash or deferred arrangement under Section 401(k) of the Code and amounts deferred by a Participant to a flexible spending account in a Company cafeteria plan under Section 125 of the Code, but shall exclude Compensation of any Participant in excess of \$150,000, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code, except that the dollar increase in

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effect on January 1st is effective for the twelve-Accounting Month as provided by Section 1.30(b)(i) commencing with the twelve-Account Month period following such January 1st, and shall exclude any compensation paid or not paid by a Company (unless specifically included in paragraph (i)), payments for vacation not taken, pay for sick time not taken, tax differentials, retainers, insurance benefits, hazard area premium, domestic field and foreign service allowance, allowances for post, quarters, education, dual housing and home leave, profit sharing payments or public or private retirement payments, contributions (except Employee contributions) or benefits, company paid premiums, capture and detention pay, sea duty premium, flight duty pay, compensable travel pay, benefits from the Packard-Hughes Interconnect Long-Term Achievement Plan, the Packard-Hughes Interconnect Subsidiary Long Term Performance Plan, the General Motors Performance Achievement Plan, the Packard-Hughes Interconnect Special Supplemental Layoff Benefit Plan, and any other special payments or allowances not specifically included above. In addition, Compensation shall include for any period as a Participant in the Hughes Non-Bargaining Retirement Plan Compensation as defined in Section 1.9-A of that Plan as in effect on December 31, 1995.

Section 1.6-B - Continuous Service

"Continuous Service" of an Employee means his current period as an Employee of one or more Companies or a member of the Controlled Group in any positions or classifications (including his period of employment with such member prior to the time the member became a part of the Controlled Group if the Employee transferred employment directly from such member to the Company at any time after the member became part of the Controlled Group, provided that a reciprocal arrangement exists between Packard-Hughes Interconnect and such member), but excluding periods of unpaid absence while an Employee, excludable under Company personnel policy consistently applied, and not includable under the terms of any collective bargaining agreement. No such period of unpaid absence, however, shall be considered to be a break in Continuous Service. Continuous Service shall be broken by a Separation from Service under which the Employee has no recall rights.

Section 1.7-B - Covered Compensation

"Covered Compensation" shall mean for any Plan Year the average (without indexing) of the Social Security Taxable Wage Base in effect for each calendar year during the thirty-five (35) year period ending with the calendar year in which a Participant attains or will attain his Social Security Retirement Date. In determining a Participant's Covered Compensation for a Plan Year, the Social Security Taxable Wage Base for the current and any subsequent Plan Year shall be assumed to be the same as in effect for the Plan Year for which the determination is being made. A Participant's Covered Compensation for any Plan Year after the thirty- five (35) year period is the covered compensation for the Plan Year in which the Participant attained Social Security Retirement Date. A Participant's Covered Compensation shall be automatically adjusted for each Plan Year in accordance with this Section.

Section 1.8-B - Death Benefit

"Death Benefit" means the Benefit provided following the death of a Participant determined under Section 4.8-B.

Section 1.9-B - Early Retirement Benefit

"Early Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.4-B.

Section 1.10-B - Early Retirement Date

"Early Retirement Date" of a Participant or Former Participant means the first day of a month before his Normal Retirement Date so designated by a Participant or Former Participant who at the time of his Separation from Service has attained his fifty-fifth (55th) birthday. Such a Participant who has a Separation from Service by resignation or discharge may treat such resignation or discharge as a retirement and may treat the first day of any month following the date of such resignation or discharge as his Early Retirement Date. A Former Participant who has a Separation from Service before his fifty-fifth (55th) birthday may elect Early Retirement, effective on or after his fifty-fifth (55th) birthday. The designated effective date of such election shall be his Early Retirement Date, and his Benefit shall be determined as provided in Section 4.9-B for a Vested Retirement Benefit.

Section 1.11-B - Joint and Survivor Annuity

"Joint and Survivor Annuity" of a Participant or Former Participant means the form of Benefit payable to or with respect to him under Section 4.11-B.

Section 1.12-B - Late Retirement

"Late Retirement" of a Participant means his retirement upon his Late Retirement Date.

Section 1.13-B - Late Retirement Benefit

"Late Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.6-B.

Section 1.14-B - Normal Retirement Benefit

"Normal Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.2-B.

Section 1.15-B - Optional Forms of Retirement Distribution

"Optional Forms of Retirement Distribution" of a Participant or Former Participant means the optional form of Benefit payable to or with respect to him under Section 4.10-B.

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Section 1.16-B - Separation from Service

- (a) "Separation from Service" of an Employee means his quit, discharge, layoff (other than a temporary layoff), death, or Early, Normal or Late Retirement from a Company or a member of the Controlled Group.
- (b) A leave of absence, (whether paid or unpaid) authorized by a Company in accordance with the Manual, a vacation period, a temporary layoff, Military Service or a transfer among members of the Controlled Group shall not constitute a Separation from Service; provided, however, that
 - (i) continuation upon a temporary layoff for a period in excess of the maximum period for temporary layoffs specified in the then Company Manual, shall be considered a layoff effective as of the end of such specified period; and
 - (ii) failure to return to work upon expiration of any leave of absence, vacation, or temporary layoff shall be considered a quit effective as of the expiration of such leave of absence, vacation, or temporary layoff.

Section 1.17-B - Social Security Taxable Wage Base

"Social Security Taxable Wage Base" means the contribution and benefit limit in effect under Section 3121(a) of the Code.

Section 1.18-B - Vested Retirement Benefit

"Vested Retirement Benefit" of a Participant or Former Participant means the Benefit which is nonforfeitable in accordance with Section 4.9-B.

Section 1.19-B - Year of Vesting Service

"Year of Vesting Service" of an Employee means a period of fifty-three (53) weeks (using his regular payroll week) ending with the week in which his Anniversary Date falls, during which period he completed one thousand (1,000) or more Hours of Service. For an Employee who incurs a Separation from Service prior to being Vested, Years of Vesting Service before a period of five (5) consecutive Break in Service Years will not be taken into account in determining the Years of Vesting Service of the Employee.

**ARTICLE II-B
ELIGIBILITY**

Section 2.1-B - Requirements for Participation

- (a) Any Employee who has completed one thousand (1,000) Hours of Service during the one year period commencing with his first Hour of Service or commencing with any subsequent Anniversary Date, but excluding any Hour of Service with any member of the Controlled Group prior to such time the Member became part of the Controlled Group with Packard-Hughes Interconnect, and
 - (i) is not an active or suspended Participant in the contributory benefit structure under Exhibit A, and

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- (ii) is not an Employee in a Bargaining Unit, and
 - (iii) is on the United States payroll of his Company (as maintained by such Company in accordance with its established practice), shall become a Participant on the entry date determined as the first Monday of the calendar month coincident with or next following his satisfaction of such requirements.
- (b) Any Participant whose participation is terminated by a Separation from Service shall again become a Participant upon again becoming an Employee and complying with the requirements of subsection (a)(i), (ii) and (iii). There shall be no duplication of any previously Accrued Benefits by reason of a Participant's readmission to the Plan.

Section 2.2-B - Forfeitures

If a Participant has a Separation from Service for any reason prior to his acquisition of a fully Vested Retirement Benefit, the unvested portion of his Accrued Benefit shall be forfeited when the number of his consecutive Break in Service Years equals five (5).

**ARTICLE IV-B
RETIREMENT TERMINATION OR DEATH**

Section 4.1-B - Normal Retirement

A Participant shall be entitled to Normal Retirement Benefits hereunder on his Normal Retirement Date, unless the Participant elects his Early Retirement Benefit or Late Retirement Benefit.

Section 4.2-B - Normal Retirement Benefit

A Participant who retires on his Normal Retirement Date shall receive a Normal Retirement Benefit, which, subject to the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, shall equal a monthly payment on the first day of each month commencing with his Normal Retirement Date and ending with the last such payment before his death equal to:

- (a) The product of:
 - (i) the factor of .015,
 - (ii) that portion of his Benefit Accrual Service which is included in the first 35 years of Total Benefit Accrual Service
 - (iii) his Final Average Monthly Compensation; minus
- (b) The product of:
 - (i) the factor of .006,
 - (ii) that portion of his Benefit Accrual Service which is included in the first 35 years of Total Benefit Accrual Service, and
 - (iii) his Final Average Monthly Compensation not in excess of Covered Compensation; plus
- (c) The product of:
 - (i) the factor of .005,
 - (ii) that portion of his Benefit Accrual Service which is included in the Total Benefit Accrual Service in excess of 35 years, and
 - (iii) his Final Average Monthly Compensation, minus

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(d) The normal Retirement Benefit payable from the Hughes Non-Bargaining Retirement Plan. In the event the Normal Retirement Date occurs prior to a Participant's Social Security Retirement Date, then the Benefit hereunder shall be actuarially reduced in accordance with the terms of Early Retirement Benefit. If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is re-employed by a Company, then the Final Average Monthly Compensation and the Benefit Accrual Service before and after such Separation from Service will not be aggregated for purposes of calculating his Normal Retirement Benefit, but the Normal Retirement Benefit will be calculated separately for each such periods of employment.

Section 4.3-B - Early Retirement

A Participant shall be entitled to his Early Retirement Benefit hereunder on his Early Retirement Date.

Section 4.4-B - Early Retirement Benefit

A Participant or Former Participant who retires on his Early Retirement Date shall receive an Early Retirement Benefit which, subject to the provisions of the Optional Forms of Retirement Distribution, the Joint and Survivor Annuity and the vesting provisions of Section 4.9-B, shall consist of a monthly payment on the first day of each calendar month commencing with his Early Retirement Date and ending with the last such payment before his death. The monthly payment shall equal his Vested Accrued Benefit payable as the Normal Retirement Benefit reduced by 1/2% for each month the Participant or Former Participant's Early Retirement Date precedes his Social Security Retirement Date, except there shall be no reduction for a Participant (but not a Former Participant) if the Participant is within three (3) years of Social Security Retirement Date or older and has ten (10) or more years of Continuous Service.

Section 4.5-B - Late Retirement

A Participant shall be entitled to his Late Retirement Benefit hereunder on his Late Retirement Date, or on his Annuity Starting Date if occurring later than his Normal Retirement Date.

Section 4.6-B - Late Retirement Benefit

A Participant who retires on his Late Retirement Date, shall receive a Late Retirement Benefit which, subject to the provisions of the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, shall consist of a monthly payment on the first day of each calendar month commencing with his Late Retirement Date, and ending with the last such payment before his death, equal to his Normal Retirement Benefit but with Benefit Accrual Service, Covered Compensation and Final Average Monthly Compensation determined as of his Late Retirement Date.

Section 4.7-B - Actuarial Equivalence

The Participant's Optional Forms of Retirement Distribution or the Joint and Survivor Annuity Benefit shall, except for the vesting provisions under Section 4.9- B, be the Actuarial Equivalent of his Early, Normal, or Late Retirement Benefit, such Equivalent being computed as of his Annuity Starting Date.

Section 4.8-B - Death Benefit

- (a) If a Participant's age is fifty-five (55) or older, is entitled to a Vested Retirement Benefit, has a Separation from Service due to his death, or has a Separation from Service because of retirement but dies prior to the first day of the month coinciding with or next following retirement within which the initial payment of any benefit is or would be payable to him, and leaves a surviving spouse, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive monthly payment on the first day of each calendar month commencing with the month following the month of such Participant's death, and continuing through the month of such spouse's death, in an amount equal to the Pre-retirement Survivor Annuity.
- (b) Unless the provisions of Section 4.8-B (a) of the Death Benefit apply, if a Participant dies with a Vested Retirement Benefit or if a Former Participant dies with a Vested Retirement Benefit after a Separation from Service, and such death is prior to the due date of the first monthly Benefit payable to him under the Plan and if he is survived by the spouse to whom he was married throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive a Pre-retirement Survivor Annuity.

Section 4.9-B - Vested Retirement Benefit

Each Participant shall be entitled to a Vested Retirement Benefit in the amount provided in this Section. In the event of his Separation from Service prior to his Normal Retirement Date, except for the Joint and Survivor Annuity and the Death Benefit, such Participant shall upon his Normal Retirement Date become entitled to a Normal or Optional Forms of Retirement Distribution, or upon his Early Retirement Date may receive an Early or Optional Forms of Retirement Distribution, as he shall elect, or in the absence of such election, as determined under the provisions of the Normal Retirement Benefit, the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, all in an amount Actuarially Equivalent to that percentage of his Accrued Benefit determined on the basis of his Years of Vesting Service as follows:

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

A Participant's Accrued Benefit to the extent not forfeited under Section 2.2-B or paid as a Death Benefit shall become 100% Vested if he is then employed by a member of the Controlled Group on his sixty-fifth (65th) birthday. If a Participant who has a fully or partially Vested Retirement Benefit and who incurs a Separation from Service is re-employed by a Company or any member of the Controlled Group, then the Participant's Benefit accrued before and after such Separation from Service will be 100% Vested.

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Section 4.10-B - Optional Forms of Retirement Distribution

A Participant entitled to receive a Normal, Early, or Late Retirement Benefit shall receive the 50% Joint and Survivor Annuity (if applicable) unless he elects not to receive such annuity, elects instead to receive a distribution in accordance with subsection (a), (b) or (c) and his spouse consents in writing to such election in accordance with Section 4.11-B(h). A Participant to whom a Joint and Survivor Annuity does not apply and who makes no election under this Section shall receive a Benefit in accordance with subsection (a). A Participant may not make or change an election hereunder after his Annuity Starting Date. A Participant may elect to receive his Benefit in any one of the following manners:

- (a) A Normal, Early or Late Retirement Benefit, as the case may be,
- (b) A Benefit consisting of monthly payments commencing on his Annuity Starting Date:
 - (i) in the form of a joint and survivor annuity option payable to the Participant for his life, and monthly payments to his Beneficiaries or his Contingent Annuitants for life (in amounts as selected by the Participant equal to a survivor annuity of 50%, 75% or 100% of the monthly amount paid to such Participant), or
 - (ii) in the form of a period certain and continuous option payable to the Participant and his Beneficiaries over the later of a period certain for a guaranteed number of payments of ten (10) years or the life of the Participant; or
 - (iii) in the form of a period certain option to the Participant and his Beneficiaries for a period certain for a guaranteed number of payments (for a period as selected by the Participant of ten (10) or fifteen (15) years).
- (c) No Optional Forms of Retirement Distribution may be selected where the Beneficiary or Contingent Annuitant is other than the spouse, unless such option will assure that at least 50% of the present value of the Benefit available for distribution is payable within the life expectancy of the Participant.
- (d) If a Participant dies after his Annuity Starting Date, the remaining portion of his Benefit, if any, may continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death. If a Participant dies before his Annuity Starting Date, the Participant's entire Benefit will be limited to, and distributed as, a Death Benefit in accordance with Section 4.8-B.

Section 4.11-B - Joint and Survivor Annuity

- (a) Notwithstanding anything in the Plan to the contrary, the Benefit, if any, of a Participant or Former Participant commencing on his Annuity Starting Date shall be a Joint and Survivor Annuity, as described in subsection (b), if
 - (i) he was married on his Annuity Starting Date, and
 - (ii) he has not otherwise elected under subsection (e).
- (b) The Joint and Survivor Annuity of a Participant or Former Participant shall be a Benefit, reduced as provided in subsection (c), consisting of monthly payments to him beginning on his Annuity Starting Date and ending with the calendar month in which his death occurs with the provision that, if he dies after his Annuity Starting Date survived by the spouse to whom he was married on his Annuity Starting Date, such spouse shall receive monthly payments of 50% of such reduced Benefit adjusted, beginning on the first day of the calendar month next following his death and ending with the calendar month in which such spouse dies.

- (c) The reduced Benefit payable under this Section to a Participant or Former Participant during his lifetime shall be at a monthly rate such that his Joint and Survivor Annuity is the Actuarial Equivalent of his Early, Normal or Late Retirement Benefit.
- (d) No less than thirty (30) days (unless waived by the Participant) and no more than ninety (90) days prior to the Annuity Starting Date, each Participant or Former Participant who may be affected by this Section shall be furnished, by mail or personal delivery, with a written explanation of:
 - (i) the terms and conditions of a qualified Joint and Survivor Annuity,
 - (ii) the Participant's right to make and the effect of an election to waive the qualified Joint and Survivor Annuity form of benefit,
 - (iii) the rights of a Participant's spouse,
 - (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified Joint and Survivor Annuity, and
 - (v) the relative values of the various Optional Forms of Retirement Distributions.
- (e) A Participant or Former Participant referred to in subsection (a) may elect in writing, in the manner prescribed by the Administrator, not to receive a Joint and Survivor Annuity (in which case he shall receive his Benefit as otherwise provided in the Plan). Such an election shall be made not later than his Annuity Starting Date.
- (f) The applicable election period under subsection (e) shall be the ninety (90) day period ending on the Annuity Starting Date.
- (g) During the period described in subsection (f), a Participant or Former Participant who properly elected under subsection (e) not to receive a Joint and Survivor Annuity may revoke such election and after any such revocation, an election under subsection (e) may be made again prior to the expiration of such election period.
- (h) Any election made under subsection (e) will be effective only if the Participant or Former Participant's spouse signs a written consent and the spouse's signature is witnessed by a Plan representative or Notary Public. If the Participant or Former Participant establishes to the satisfaction of the Administrator that such a written consent cannot be obtained because the spouse cannot be located, the election will be deemed to be effective without the written consent of the spouse.

There is no EXHIBIT "C"

EXHIBIT D

This Exhibit D contains additional terms of the Plan that apply to certain salaried non-bargaining former employees of General Dynamics Corporation (hereinafter "GD").

ARTICLE I-D DEFINITIONS

Section 1.1-D - Accrued Benefit

The Accrued Benefit of a Participant, as of his Separation from Service, means the Participant's Normal Retirement Benefit based upon the Participant's Benefit Accrual Service accumulated to date and the Participant's Compensation paid during such Benefit Accrual Service.

Section 1.2-D - Actuarial Equivalent: Actuarially Equivalent

"Actuarial Equivalent" or "Actuarially Equivalent" means equality in value of the aggregate amounts expected to be received under different forms of payment, determined from actuarial calculations based on actuarial assumptions specified for such purpose.

- (a) Except as otherwise required to comply with federal law and implementing regulations, for individuals whose Continuous Service is severed, all Actuarial Equivalent values shall be computed based upon the 1984 Unisex Pension mortality table (UP-1984 Table) with seven percent (7%) per annum compound interest. For any values involving a single life, the mortality table shall be set back one (1) year and for values involving joint lives, there shall be no adjustment for the primary annuitant and a setback of three (3) years for the contingent/joint annuitant.
- (b) Any lump sum amount payable under Section 4.3 shall be determined using an interest rate which is not greater than the interest rate or rates which would be used as of January 1 of the calendar year in which distribution occurs by the Pension Benefit Guaranty Corporation ("PBGC") for purposes of determining the present value of that individual's benefits under the Plan if the Plan had terminated on such January 1 with insufficient assets to provide benefits guaranteed by the PBGC.

Notwithstanding the above, if a benefit is distributed in accordance with an option described in Section 4.10-D(c), Actuarial Equivalence shall be determined on the mortality basis specified above and either the interest rate specified in subsections (a) or (b), whichever provides the greater benefit.

Section 1.3-D - Basic Compensation

"Basic Compensation" of a Participant for any Plan Year means the base compensation paid by the Company (before any deductions or deferrals by a Participant which are contributed by the Company under a cash or deferred arrangement under Section 401(k) of the Code and to a Participant's flexible spending account in a Company cafeteria plan under Section 125 of the Code) but excluding overtime, premium pay, shift differentials, expense or living allowances, contingent compensation, disability benefits, royalties or payments of like nature. Except as specifically provided herein, payments under any incentive compensation plan, bonuses and

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commissions paid to a Participant shall be included only to the extent that they shall be deemed by the Administrator to be part of regular compensation.

Fifty percent (50%) of payments under the Packard-Hughes Interconnect Annual Incentive Plan, the Packard-Hughes Interconnect Salary Adjustment Plan, the Packard-Hughes Interconnect Supplementary Compensation Plan, the Packard-Hughes Interconnect Management Incentive Plan, the Packard-Hughes Interconnect Investment Management Company Incentive Plan, or any successor plans of the foregoing, result sharing payments, and bonus payments from the General Motors Stock Incentive Plan attributable to employment with the Company, shall be included in Basic Compensation based on the initial dollar amount of the award (excluding the value of stock options, performance shares, restricted stock awards, and any awards made following Retirement or Separation from Service).

Notwithstanding any other provision contained herein,

- (a) In the determination of Basic Compensation for a Plan Year, any amounts described in the career average pay benefit under Section 4.2-D(c) for the year which are in excess of fifty percent (50%) of the amount awarded under any incentive compensation plan shall be excluded; and
- (b) Basic Compensation shall exclude for Plan Years any Basic Compensation in excess of \$150,000, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code, except that the dollar increase in effect on January 1st is effective for the twelve (12) month period used in determining Basic Compensation next commencing following such January 1st.
- (c) Basic Compensation for Plan Years for a Participant in the Hughes Non-Bargaining Retirement Plan shall be as defined in Section 1.30 (as of 12/31/95) of the Hughes Retirement Plan.

Section 1.4-D - Benefit Accrual Service

"Benefit Accrual Service" of a Participant means the total, expressed in years and fractional years, of those Accounting Months (treating each Accounting Month as one-twelfth (1/12th) year), for any part or all of which the Participant was employed by the Company or Hughes immediately prior to January 1, 1996, but excluding those Accounting Months during which: the Participant was participating in, or eligible to participate in, any other qualified defined benefit plan of a member of the Controlled Group other than Hughes Non-Bargaining Retirement Plan; the Participant did not receive Compensation from the Company; or the Participant did not satisfy the eligibility requirements of Section 2.1-D(a). Except as provided in Section 4.13-D, Hours of Service completed as an Employee, other than a Participant under this Exhibit and as provided herein, will not be taken into account for Benefit Accrual Service.

Section 1.5-D - Break in Service Year

An Employee will incur a Break in Service Year as of his Separation from Service, if the Employee does not have an Hour of Service within twelve (12) months from that date; provided, however, if the Separation from Service occurs because of a layoff, a Break in Service Year will occur on the earlier of:

- (a) The date the Employee refuses to return to work with the Company; or
- (b) The date twenty-four (24) months after the Employee went on layoff.

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Section 1.6-D - Continuous Service

"Continuous Service" of an Employee means his period of employment as an Employee of one or more Companies or a member of the Controlled Group in any positions or classifications ending on the Separation from Service. In the event an Employee is rehired by the Company following a Break in Service Year, the Employee will have his Continuous Service at his Separation from Service restored in determining his rights under the Plan provided he shall have completed at least one (1) year of Continuous Service following rehire, but time between the Separation from Service and rehire will not be counted as Continuous Service. If a Participant incurs a Separation from Service but is rehired by a Company prior to a Break in Service Year, the Participant's Continuous Service will not be broken and will be credited for the period of time between the Separation from Service and the date of rehire.

Section 1.7-D - Death Benefit

"Death Benefit" means the Benefit provided following the death of a Participant determined under Section 4.8-D.

Section 1.8-D - Disabled Employee

"Disabled Employee" means any Employee for so long as he shall be eligible for disability benefits under a long-term disability program established by the Company in which he is employed.

Section 1.9-D - Early Retirement Benefit

"Early Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.4-D.

Section 1.10-D - Early Retirement Date

"Early Retirement Date" of a Participant or Former Participant means the first day of a month before his Normal Retirement Date so designated by a Participant or Former Participant who at the time of his Separation from Service has attained his fifty-fifth (55th) birthday and is credited with at least ten (10) years of Continuous Service. Such a Participant who has a Separation from Service by resignation or discharge may treat such resignation or discharge as a retirement and may treat the first day of any month following the date of such resignation or discharge as his Early Retirement Date. A Former Participant who has a Separation from Service before his fifty-fifth (55th) birthday and who is credited with ten (10) or more years of Continuous Service may elect Early Retirement, effective on or after his fifty-fifth (55th) birthday. The designated effective date of such election shall be his Early Retirement Date.

Section 1.11-D - Excess Compensation

"Excess Compensation" of a Participant means that portion, if any, of Basic Compensation during the year and while an active Participant which is in excess of twenty-three thousand four hundred dollars (\$23,400).

Section 1.12-D - Final Average Monthly Salary

"Final Average Monthly Compensation" means one-twelfth (1/12th) of:

- (a) The amount determined by dividing:
 - (i) his Compensation paid prior to his Separation from Service in the four (4) highest of his last ten (10) qualifying Plan Years.
- (b) For purposes of this Section,
 - (iii) a participant's plan year is the twelve (12) consecutive months used for the calendar year.
 - (iv) a Participant's last ten (10) qualifying plan years is a period of ten (10) consecutive plan years including the plan year prior to the year in which such participant incurs a separation.
- (c) In the event a Participant transfers employment to another member of the Controlled Group that is not the Company, and if a reciprocal arrangement exists between Packard-Hughes Interconnect and such company, then such company shall be treated as the Company for purposes of determining Final Average Monthly Compensation unless doing so produces a smaller benefit for the Participant under the Plan than otherwise. In addition, for purposes of this paragraph, bonuses awarded by any member of the Controlled Group shall be deemed to be Compensation in the year earned and not in the year paid, if different.
- (d) If a Participant who incurs a Separation from Service followed by five (5) consecutive Break in Service Years is reemployed by a Company, then Compensation and Continuous Service before and after such Separation from Service will not be aggregated for purposes of calculating Final Average Monthly Compensation, but will be calculated separately and multiplied by the Benefit Accrual Service attributable to the separate periods of employment for purposes of determining the Participant's Benefit.

Section 1.13-D - Joint and Survivor Annuity

"Joint and Survivor Annuity" of a Participant or Former Participant means the form of Benefit payable to or with respect to him under Section 4.11-D.

Section 1.14-D - Late Retirement

"Late Retirement" of a Participant means his retirement upon his Late Retirement Date.

Section 1.15-D - Late Retirement Benefit

"Late Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.6-D.

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Section 1.16-D - Normal Retirement Benefit

"Normal Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.2-D.

Section 1.17-D - Optional Forms of Retirement Distribution

"Optional Forms of Retirement Distribution" of a Participant or Former Participant means the optional forms of distribution payable to or with respect to him under Section 4.10D.

Section 1.18-D - Plan Membership

"Plan Membership" means each calendar month in which an Employee is a Participant and shall receive base compensation as a salaried Employee or for periods prior to January 1, 1996 as defined in Section 1.18D of the Hughes Non-Bargaining Retirement Plan in existence on December 31, 1995.

Section 1.19-D - Separation from Service

Separation from Service of an individual shall occur on the earliest of:

- (a) The date as of which employment with the Company or any member of the Controlled Group shall be terminated whether due to voluntary termination, dismissal, retirement or death.
- (b) The date as of which the former Employee fails to comply with a request to return to active employment within twenty-four (24) months following cessation of active employment due to a reduction in work force.
- (c) The date which shall be at the end of the twenty-four (24) months following cessation of active employment due to a reduction in work force.

Section 1.20-D - Salary Rate

"Salary Rate" means the rate of regular base compensation payable monthly by the Company or, if payments are made more than once a month, one-twelfth (1/12th) of the annual rate of regular base compensation which would be payable to a Participant during Plan Membership based on the books and records of the Company (before any deductions or deferrals by a Participant which are contributed by the Company under a cash or deferred arrangement under Section 401(k) of the Code and to a Participant's flexible spending account in a Company cafeteria plan under Section 125 of the Code), but excluding overtime, premium pay, shift differentials, expense or living allowances, contingent compensation, disability benefits, royalties or payments of like nature, and excluding any rate of compensation in excess of \$150,000, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code, except that the dollar increase in effect on January 1st is effective for the twelve (12) month period used in determining Final Average Salary next commencing following such January 1st. For periods prior to January 1, 1996 Salary Rate shall be as defined by Section 1/20-D of the Hughes Non-Bargaining Retirement Plan as in effect as of 12/31/95.

Section 1.21-D - Vested Retirement Benefit

"Vested Retirement Benefit" of a Participant or Former Participant means the Benefit which is nonforfeitable in accordance with Section 4.9-D.

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Section 1.22-D - Year of Vesting Service

"Year of Vesting Service" of an Employee means a year of Continuous Service.

**ARTICLE II-D
ELIGIBILITY**

Section 2.1-D - Requirements for Participation

An Employee on January 1, 1996 that as of December 31, 1995 was a Participant as defined by Section 2.1-D (as of December 31, 1995) of the Hughes Non-Bargaining Retirement Plan shall be a participant.

- (a) Any Participant whose participation is terminated by a Separation from Service, except for a Participant who does not incur a Break in Service Year as provided in Section 1.5-D, shall no longer be eligible to again become an active Participant under this Exhibit D upon again becoming an Employee, but upon reemployment, such an Employee may be eligible to participate under Exhibit B of the Plan.
- (b) Any Participant who becomes a Disabled Employee shall cease to be an active Participant. Any Disabled Employee who is eligible for an Early, Normal or Late Retirement Benefit may retire and commence receiving Benefits. In the event the Employee ceases to be a Disabled Employee, then if the Employee is immediately thereafter re-employed by the Company, he shall again become an active Participant under this Exhibit; otherwise, the Employee will no longer be eligible under this Exhibit. The period of time during which the Employee is a Disabled Employee shall be taken into consideration in determining his Continuous Service, but shall not be taken into consideration in determining the amount of any Retirement Benefit hereunder.

Section 2.2-D - Forfeitures

If a Participant has a Separation from Service for any reason prior to his acquisition of a fully Vested Retirement Benefit, the unvested portion of his Accrued Benefit shall be forfeited when the number of his consecutive Break in Service Years equals five (5).

**ARTICLE IV-D
RETIREMENT TERMINATION OR DEATH**

Section 4.1-D - Normal Retirement

A Participant shall be entitled to Normal Retirement Benefits hereunder on his Normal Retirement Date, unless the Participant elects his Early Retirement Benefit or Late Retirement Benefit.

Section 4.2-D - Normal Retirement Benefit

A Participant who retires on his Normal Retirement Date shall receive a Normal Retirement Benefit, which, subject to the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, shall equal a monthly payment on the first day of each month commencing with his Normal Retirement Date and ending with the last such payment before his death equal to the greater of (a), (b) or (c) below; less the comparable Normal Retirement Benefit payable from the Hughes Non-Bargaining Retirement Plan.

- (a) For the final average pay benefit, the product of:
- (i) the factor of .013333,
 - (ii) that portion of his Benefit Accrual Service which is included in the first 40 years of total Benefit Accrual Service
 - (iii) his Final Average Monthly Salary;
- (b) For the minimum benefit, the product of:
- (i) Twenty-six dollars (\$26) and
 - (ii) Total Benefit Accrual Service.
- (c) For the career average pay benefit, an amount equal to the sum of (i) and (ii) below:
- (i) For the period of Continuous Service in any calendar year while an active Participant and prior to the date that benefits shall have accrued under the provisions of this subparagraph (c)(i) for a total of thirty-five (35) years of Continuous Service, one-twelfth (1/12th) of the sum of one and three-fourths percent (1.75%) of the aggregate of his Basic Compensation for such period and one-fourth percent (0.25%) of his Excess Compensation for such period.
 - (ii) For any period of Continuous Service while an Active Participant and subsequent to the date that benefits shall have accrued under the provisions of subparagraph (c)(i) in excess of a total of thirty-five (35) years of Continuous Service, one-twelfth (1/12th) of two percent (2.0%) of his Basic Compensation for such period.
- (d) Benefits shall accrue under the provisions of paragraph (c) only for those individuals who were either Participants of the GD Retirement Plan on July 1, 1990 or were salaried employees of GD who had not satisfied the service requirement for membership in the GD Retirement Plan on such date and who did not have a Separation from Service prior to August 22, 1992. Except as specifically provided in the preceding sentence, no benefits shall accrue under paragraph 4.2-D(c). Moreover, eligibility to continue to accrue benefits under the provisions of paragraph (c) shall cease at an individual's Separation from Service.

Section 4.3-D - Early Retirement

A Participant shall be entitled to his Early Retirement Benefit hereunder on his Early Retirement Date.

Section 4.4-D - Early Retirement Benefit

A Participant may retire on an Early Retirement Date which shall be the first day of any month which he specifies following the later of attainment of age fifty-five (55) and completion of ten (10) or more years of Continuous Service and before he has attained age sixty-five (65). A Participant who shall elect to retire on an Early Retirement Date shall receive an Early Retirement Benefit which, subject to the provisions of the Optional Forms of Retirement Distribution, the Joint and Survivor Annuity and the vesting provisions of Section 4.9-D, shall

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consist of a monthly payment on the first day of each calendar month commencing with his Early Retirement Date and ending with the last such payment before his death. The monthly payment shall equal the Actuarial Equivalent of his Accrued Benefit determined at his Early Retirement Date unless he shall elect an Early Retirement Benefit as provided below. A Participant whose Separation from Service occurs after his Early Retirement Date may file with the Administrator a notice in writing on a form prescribed by the Administrator electing an Early Retirement Benefit payable commencing on his Early Retirement Date or commencing on the first day of any month subsequent to his Early Retirement Date and prior to his Normal Retirement Date, equal to the greater of (a) or (b) as follows:

- (a) Final Average Pay Benefit. If the Participant shall have attained age sixty-two (62) at the date of commencement of his benefits, the Accrued Benefit determined under the provisions of Section 4.2-D (a) relating to the final average pay benefit at his Early Retirement Date shall be payable without reduction. If benefits shall commence to be payable prior to age sixty-two (62), then the Accrued Benefit determined under the provisions of Section 4.2-D (a) or Section 4.2-D (b), whichever shall be greater, at his Early Retirement Date shall be reduced by two and one-half percent (2-1/2%) of such amount for each year, with months counting as twelfths (1/12ths), between the first day of the month following attainment of age sixty-two (62) and the date of commencement of his benefit.
- (b) Career Average Pay Benefit. For a Participant who shall have an Accrued Benefit under the provisions of Section 4.2-D(c):
 - (i) If the sum of his age and the number of years of his Continuous Service at the date of commencement of his benefits (such sum hereinafter referred to as his "Points") shall equal or exceed the number of Points as set forth below opposite his attained age at the date of commencement of his benefits, the Accrued Benefit determined under the provisions of Section 4.2- D(c) or Section 4.2-D (b), whichever shall be greater, at his Early Retirement Date shall be payable without reduction.

<u>Attained Age</u> <u>Last Birthday</u>	<u>Required</u> <u>Points</u>	<u>Attained Age</u> <u>Last Birthday</u>	<u>Required</u> <u>Points</u>
55	85	60	80
56	84	61	76
57	83	62	72
58	82	63	68
59	81	64	69

In computing the number of Points of a Participant, such computation shall be made to completed twelfths (months) and shall be equal to the sum of his age, computed in years and completed twelfths (months), and his period of Continuous Service, computed in years and completed twelfths (months); or

- (ii) If his Points are less than the required number of Points as set forth in the table in paragraph (i) above opposite his attained age at the date of commencement of his benefits, the Accrued Benefit determined under the provisions of Section 4.2- D(c) or Section 4.2-D (b), whichever shall be greater, at his Early Retirement Date shall be reduced by the lesser of:
 - a. Two and one-half percent (2-1/2%) of such amount times the number by which such required Points shall exceed his actual Points, or
 - b. Two and one-half percent (2-1/2%) of such amount for each year between his Normal Retirement Date and the date of commencement of his benefits.

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a monthly payment on the first day of each calendar month commencing with the month following the month of such Participant's death, and continuing through the month of such spouse's death, in an amount equal to the Pre-retirement Survivor Annuity.

(b) Unless the provisions of Section 4.8-D (a) of the Death Benefit apply, if a Participant dies with a Vested Retirement Benefit or if a Former Participant dies with a Vested Retirement Benefit after a Separation from Service, and such death is prior to the due date of the first monthly Benefit payable to him under the Plan and if he is survived by the spouse to whom he was continuously married throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive a Pre-retirement Survivor Annuity.

Section 4.9-D - Vested Retirement Benefit

Each Participant shall be entitled to a Vested Retirement Benefit in the amount provided in this Section. In the event of his Separation from Service prior to his Early Retirement Date with less than ten (10) Years of Continuous Service, except for the Joint and Survivor Annuity and the Death Benefit, such Participant shall upon his Normal Retirement Date become entitled to a Normal or Optional Forms of Retirement Distribution, or for a Participant entitled to a final average pay benefit under Section 4.2-D (a) with ten (10) or more Years of Continuous Service and for a Participant entitled to a career average pay benefit under Section 4.2-D (b) with five (5) or more Years of Continuous Service upon his Early Retirement Date may receive an Early or Optional Forms of Retirement Distribution, as he shall elect, or in the absence of such election, as determined under the provisions of the Normal Retirement Benefit, the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, all in an amount Actuarially Equivalent to that percentage of his Accrued Benefit determined on the basis of his Years of Vesting Service as follows:

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

A Participant's Accrued Benefit to the extent not forfeited under Section 2.2-D or paid as a Death Benefit shall become 100% Vested if he is then employed by a member of the Controlled Group on his sixty- fifth (65th) birthday.

Section 4.10-D - Optional Forms of Retirement Distribution

A Participant entitled to receive a Normal, Early, or Late Retirement Benefit shall receive the 50% Joint and Survivor Annuity (if applicable) unless he elects not to receive such annuity, elects instead to receive a distribution in accordance with subsection (a), (b) or (c) and his spouse consents in writing to such election in accordance with Section 4.11-D (h). A Participant to whom a Joint and Survivor Annuity does not apply and who makes no election under this Section shall receive a Benefit in accordance with subsection (a). A Participant may not make or change an election hereunder after his Annuity Starting Date. A Participant may elect to receive his Benefit in any one of the following manners:

(a) A single life annuity under a Normal, Early or Late Retirement Benefit, as applicable,

- (b) A Benefit consisting of monthly payments commencing on his Annuity Starting Date:
- (i) in the form of a joint and survivor annuity option (contingent annuity without pop up feature) payable to the Participant for his life, and monthly payments to his Beneficiaries or his Contingent Annuitants for life (in amounts as selected by the Participant equal to a survivor annuity of 50%, 66-2/3%, 75% or 100% of the monthly amount paid to such Participant), or
 - (ii) in the form provided in paragraph (i) with a pop up feature that provides that if the Participant's Beneficiary or Contingent Annuitant predecease the Participant, then the amount of the reduced Benefit selected will be increased to the Benefit described in paragraph (a). The preceding pop-up feature shall be allowed upon divorce of the Participant or Former Participant, subject to all state and federal laws, but in no event after the Participant or Former Participant has attained age seventy and one-half (70 1/2); or
 - (iii) in the form provided in paragraph (i) to the Participant and his Beneficiaries that upon the death of either the Participant or his Beneficiary reduces the monthly annuity payable to whomever survives by 50%.
 - (iv) in the form of a period certain and continuous option (five (5) or ten (10) year certain option) payable to the Participant and his Beneficiaries over the later of a period certain for a guaranteed number of payments of five (5) or ten (10) years or the life of the Participant; or
- (c) A Social Security adjustment option Benefit (level income option) which is the Actuarial Equivalent of his Benefit in subsection (a) consisting of a monthly payment commencing on his Annuity Starting Date payable through the earlier of the month in which he dies or the month after his sixty-second (62nd) or sixty-fifth (65th) birthday, as he shall elect, and thereafter through the month in which he dies reduced by an amount estimated to equal his monthly Social Security old age benefits payable at such birthday as projected by the Administrator.
- (d) No Optional Forms of Retirement Distribution may be selected where the Beneficiary or Contingent Annuitant is other than the spouse, unless such option will assure that at least 50% of the present value of the Benefit available for distribution is payable within the life expectancy of the Participant.
- (e) If a Participant dies after his Annuity Starting Date, the remaining portion of his Benefit, if any, may continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death. If a Participant dies before his Annuity Starting Date, the Participant's entire Benefit will be limited to, and distributed as, a Death Benefit in accordance with Section 4.8-D.

Section 4.11-D - Joint and Survivor Annuity

- (a) Notwithstanding anything in the Plan to the contrary, the Benefit, if any, of a Participant or Former Participant commencing on his Annuity Starting Date shall be a Joint and Survivor Annuity, as described in subsection (b), if
- (i) he was married on his Annuity Starting Date, and
 - (ii) he has not otherwise elected under subsection (e).
- (b) The Joint and Survivor Annuity of a Participant or Former Participant shall be a Benefit, reduced as provided in subsection (c), consisting of monthly payments to him beginning on his Annuity Starting Date and ending with the calendar month in which his death occurs with the provision that, if he dies after his Annuity Starting Date survived by the spouse to whom

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he was married on his Annuity Starting Date, such spouse shall receive monthly payments of 50% of such reduced Benefit adjusted, beginning on the first day of the calendar month next following his death and ending with the calendar month in which such spouse dies.

- (c) The reduced Benefit payable under this Section to a Participant or Former Participant during his lifetime shall be at a monthly rate such that his Joint and Survivor Annuity is the Actuarial Equivalent of his Early, Normal or Late Retirement Benefit.
- (d) No less than thirty (30) days (unless waived by the Participant) and no more than ninety (90) days prior to the Annuity Starting Date, each Participant or Former Participant who may be affected by this Section shall be furnished, by mail or personal delivery, with a written explanation of:
 - (i) the terms and conditions of a qualified Joint and Survivor Annuity,
 - (ii) the Participant's right to make and the effect of an election to waive the qualified Joint and Survivor Annuity form of benefit,
 - (iii) the rights of a Participant's spouse,
 - (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified Joint and Survivor Annuity, and
 - (v) the relative values of the various Optional Forms of Retirement Distribution.
- (e) A Participant or Former Participant referred to in subsection (a) may elect in writing, in the manner prescribed by the Administrator, not to receive a Joint and Survivor Annuity (in which case he shall receive his Benefit as otherwise provided in the Plan). Such an election shall be made not later than his Annuity Starting Date.
- (f) The applicable election period under subsection (e) shall be the ninety (90) day period ending on the Annuity Starting Date.
- (g) During the period described in subsection (f), a Participant or Former Participant who properly elected under subsection (e) not to receive a Joint and Survivor Annuity may revoke such election and after any such revocation, an election under subsection (e) may be made again prior to the expiration of such election period.
- (h) Any election made under subsection (e) will be effective only if the Participant or Former Participant's spouse signs a written consent and the spouse's signature is witnessed by a Plan representative or Notary Public. If the Participant or Former Participant establishes to the satisfaction of the Administrator that such a written consent cannot be obtained because the spouse cannot be located, the election will be deemed to be effective without the written consent of the spouse.

Section 4.12-D - Prior Service and Compensation Credit with GD

- (a) For purposes of determining Continuous Service for vesting, Plan participation and eligibility for early retirement under this Plan for benefits accrued on or after August 22, 1992, in addition to Continuous Service with the Company, each Participant will receive credit for all Continuous Service as that term is defined in the GD Retirement Plan.
- (b) For each Participant, Final Average Monthly Salary, Basic Compensation and Excess Compensation shall include compensation included in Final Average Monthly Salary, Basic Compensation and Excess Compensation as those terms are defined in the GD Retirement Plan.

EXHIBIT E

This Exhibit E contains additional terms of the Plan that apply to certain hourly non-bargaining former employees of General Dynamics Corporation (hereinafter "GD").

ARTICLE I-E DEFINITIONS

Section 1.1-E - Accrued Benefit

The "Accrued Benefit" of a Participant, as of his Separation from Service, means the Participant's Normal Retirement Benefit based upon the Participant's Benefit Accrual Service accumulated to date.

Section 1.2-E - Actuarial Equivalent: Actuarially Equivalent

"Actuarial Equivalent" or "Actuarially Equivalent" means equality in value of the aggregate amounts expected to be received under different forms of payment, determined from actuarial calculations based on actuarial assumptions specified for such purpose.

- (a) Except as otherwise required to comply with federal law and implementing regulations, for individuals whose Continuous Service is severed, all Actuarial Equivalent values shall be computed based upon the 1984 Unisex Pension mortality table (UP-1984 Table) with seven percent (7%) per annum compound interest. For any values involving a single life, the mortality table shall be set back one (1) year and for values involving joint lives, there shall be no adjustment for the primary annuitant and a setback of three (3) years for the contingent/joint annuitant.
- (b) Any lump sum amount payable under Section 4.3 shall be determined using an interest rate which is not greater than the interest rate or rates which would be used as of January 1 of the calendar year in which distribution occurs by the Pension Benefit Guaranty Corporation ("PBGC") for purposes of determining the present value of that individual's benefits under the Plan if the Plan had terminated on such January 1 with insufficient assets to provide benefits guaranteed by the PBGC.

Notwithstanding the above, if a benefit is distributed in accordance with an option described in Section 4.10-E(c), Actuarial Equivalence shall be determined on the mortality basis specified above and either the interest rate specified in subsections (a) or (b), whichever provides the greater benefit.

Section 1.3-E - Benefit Accrual Service

"Benefit Accrual Service" of a Participant means the total, expressed in years and fractional years, of service with the Company during Plan Membership during a calendar year. One year of Benefit Accrual Service is credited for each such calendar year in which the Participant has been credited with a minimum of one thousand eight hundred (1,800) Hours of Service. In any calendar year in which the Participant during Plan Membership is credited with less than one thousand eight hundred (1,800) Hours of Service, he will accrue one-twelfth (1/12th) of a year of Benefit Accrual Service for each one hundred fifty (150) Hours of Service or part thereof

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credited during such calendar year. For purposes of Benefit Accrual Service, hours of premium time are considered to be straight time hours and no more than a full year of Benefit Accrual Service will be credited during any calendar year. No hours will be counted during which: the Participant was participating in, or eligible to participate in, any other qualified defined benefit plan of a member of the Controlled Group other than the Hughes Non-Bargaining Retirement Plan; the Participant did not receive Compensation from the Company; or the Participant did not satisfy the eligibility requirements of Section 2.1-E(a). Except as provided in Section 4.13-E, Hours of Service completed as an Employee, other than a Participant under this Exhibit and as provided herein, will not be taken into account for Benefit Accrual Service.

Section 1.4-E - Break in Service Year

An Employee will incur a Break in Service Year as of his Separation from Service, if the Employee does not have an Hour of Service within twelve (12) months from that date; provided, however, if the Separation from Service occurs because of a layoff, a Break in Service Year will occur on the earlier of:

- (a) The date the Employee refuses to return to work with the Company; or
- (b) The date twenty-four (24) months after the Employee went on layoff.

Section 1.5-E - Continuous Service

"Continuous Service" of an Employee means his period of employment as an Employee of one or more Companies or a member of the Controlled Group in any positions or classifications ending on the Separation from Service. In the event an Employee is rehired by the Company following a Break in Service Year, the Employee will have his Continuous Service at his Separation from Service restored in determining his rights under the Plan following one Year of Service, but time between the Separation from Service and rehire will not be counted as Continuous Service. If a Participant incurs a Separation from Service but is rehired by a Company prior to a Break in Service Year, the Participant's Continuous Service will not be broken and will be credited for the period of time between the Separation from Service and the date of rehire.

Section 1.6-E - Death Benefit

"Death Benefit" means the Benefit provided following the death of a Participant determined under Section 4.6-E.

Section 1.7-E - Early Retirement Benefit

"Early Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.3-E.

Section 1.8-E - Early Retirement Date

"Early Retirement Date" of a Participant or Former Participant means the first day of a month before his Normal Retirement Date so designated by a Participant or Former Participant who at the time of his Separation from Service has attained his fifty-fifth (55th) birthday. Such a Participant who has a Separation from Service by resignation or discharge may treat such resignation or discharge as a retirement and may treat the first day of any month following the date of such resignation or discharge as his Early Retirement Date. A Former Participant who has

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a Separation from Service before his fifty-fifth (55th) birthday and who is credited with five (5) or more years of Continuous Service may elect Early Retirement, effective on or after his fifty-fifth (55th) birthday. The designated effective date of such election shall be his Early Retirement Date, and his Benefit shall be determined as provided in Section 4.9-E for a Vested Retirement Benefit.

Section 1.9-E - Joint and Survivor Annuity

"Joint and Survivor Annuity" of a Participant or Former Participant means the form of Benefit payable to or with respect to him under Section 4.11-E.

Section 1.10-E - Late Retirement Benefit

"Late Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.4-E.

Section 1.11-E - Normal Retirement Benefit

"Normal Retirement Benefit" of a Participant or Former Participant means the Benefit payable to or with respect to him under Section 4.2-E.

Section 1.12-E - Optional Forms of Retirement Distribution

"Optional Forms of Retirement Distribution" of a Participant or Former Participant means the optional forms of Benefit payable to or with respect to him under Section 4.10-E.

Section 1.13-E - Plan Membership

"Plan Membership" means each calendar month in which an Employee is a Participant and shall receive base compensation as an hourly non-bargaining Employee. For periods prior to 1/1/96 Plan Membership shall be as defined by Section 1/13-E (as of 12/31/95) of the Hughes Non-Bargaining Retirement Plan.

Section 1.14-E - Separation from Service

Separation from Service of an individual shall occur on the earliest of:

- (a) The date as of which employment with the Company or any member of the Controlled Group shall be terminated whether due to voluntary termination, dismissal, retirement or death.
- (b) The date as of which the former Employee fails to comply with a request to return to active employment within twenty-four (24) months following cessation of active employment due to a reduction in work force.
- (c) The date which shall be at the end of the twenty-four (24) months following cessation of active employment due to a reduction in work force.

Section 1.15-E - Total and Permanent Disability

"Total and Permanent Disability" means a condition of a Participant when he is found to be disabled as a result of any physical or mental condition so as to be wholly prevented from engaging in any regular occupation or employment for wage or profit, shall be eligible for

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disability benefits under the Federal Social Security Act, and the condition will, in the opinion of the physician or physicians, clinic or hospital who make the examination or examinations provided herein, be permanent, total and continuous for the remainder of his life. A Participant shall not be deemed disabled for the purposes of this section if, on the basis of proof satisfactory to it, the Administrator determines that his disability arose from any intentionally self-inflicted injury or injury resulting from premeditated participation in any criminal undertaking more serious than a misdemeanor or from service in the armed forces of any country, or consists of chronic alcoholism or addiction to narcotics (or injury or disease resulting therefrom).

Section 1.16-E - Total and Permanent Disability Retirement Benefit

"Total and Permanent Disability" of a Participant means the Benefit payable to or with respect to him under Section 4.8-E.

Section 1.17-E - Total and Permanent Disability Retirement Date

"Total and Permanent Disability Retirement Date" of a Participant means the first day of the calendar month following the last to occur of:

- (a) Separation from Service and receipt by the Administrator of proof of the Participant's Total and Permanent Disability; or
- (b) The first day of the calendar month following the completion of a period of six (6) months from the date on which the Total and Permanent Disability was incurred.

Section 1.18-E - Vested Retirement Benefit

"Vested Retirement Benefit" of a Participant or Former Participant means the Benefit which is nonforfeitable in accordance with Section 4.9-E.

Section 1.19-E - Year of Vesting Service

"Year of Vesting Service" of an Employee means a year of Continuous Service.

**ARTICLE II-E
ELIGIBILITY**

Section 2.1-E - Requirements for Participation

An Employee as of January 1, 1996 who was an active Member as of 12/31/95 as defined by Section 2.1-E (as of December 31, 1995) of the Hughes Non-Bargaining Retirement Plan shall be a Participant. Any Participant whose participation is terminated by a Separation from Service, except for a Participant who does not incur a Break in Service Year as provided in Section 1.5-E, shall no longer be eligible to again become an active Participant upon again becoming an Employee, but upon reemployment, such an Employee may be eligible to participate under Exhibit B of the Plan.

Section 2.2-E - Forfeitures

If a Participant has a Separation from Service for any reason prior to his acquisition of a fully Vested Retirement Benefit, the unvested portion of his Accrued Benefit shall be forfeited when the number of his consecutive Break in Service Years equals five (5).

**ARTICLE IV-E
RETIREMENT TERMINATION OR DEATH**

Section 4.1-E - Normal Retirement

A Participant shall be entitled to Normal Retirement Benefits hereunder on his Normal Retirement Date, unless the Participant elects his Early Retirement Benefit or Late Retirement Benefit.

Section 4.2-E - Normal Retirement Benefit

A Participant who retires on his Normal Retirement Date shall receive a Normal Retirement Benefit, which, subject to the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, shall equal a monthly payment on the first day of each month commencing with his Normal Retirement Date and ending with the last such payment before his death equal to the product of:

- (a) Eighteen dollars (\$18) for Camden and Ten Dollars (\$10) for NAPI and Fort Defiance; and
- (b) Total Benefit Accrual Service. Less,
- (c) The comparable Normal Retirement Benefit payable from the Hughes Non-Bargaining Retirement Plan.

Section 4.3-E - Early Retirement Benefit

A Participant may retire on an Early Retirement Date which shall be the first day of any month which he specifies following the attainment of age fifty-five (55) and before he has attained age sixty-five (65) provided Retirement has occurred. A Participant who shall elect to retire on an Early Retirement Date shall be entitled to his Accrued Benefit payable on his Normal Retirement Date determined at his Early Retirement Date. A Participant whose Retirement shall occur prior to his Normal Retirement Date may file with the Administrator a notice in writing on a form prescribed by the Administrator electing an Early Retirement Benefit payable commencing on his Early Retirement Date or commencing on the first day of any month subsequent to his Early Retirement Date and prior to his Normal Retirement Date, equal to the Accrued Benefit determined at such Early Retirement Date:

- (a) Reduced by one-fourth of one percent (1/4%) of such amount for each full month between his Normal Retirement Date and the later of his sixtieth (60th) birthday or the date of commencement of his benefits, and
- (b) If the date of commencement of his benefits is prior to age sixty (60), further reduced by five-twelfths of one percent (5/12%) of such amount for each full month from age sixty (60) to said date.

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Section 4.4-E - Late Retirement Benefit

- (a) A Participant who retires on his Late Retirement Date, shall receive a Late Retirement Benefit which, subject to the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, shall consist of a monthly payment on the first day of each calendar month commencing with his Late Retirement Date, and ending with the last such payment before his death, equal to his Normal Retirement Benefit but with Benefit Accrual Service, determined as of his Late Retirement Date.
- (b) Increases in Late Retirement Benefits to reflect benefits earned during periods of employment after commencement of benefits in accordance with Section 1.7(d) shall be made only as described herein. On each January 1 following a calendar year containing such employment, a benefit determination shall be made, based on:
 - (i) The excess, if any, of the increase in Accrued Benefit expressed as a monthly amount in the normal form between the Normal Retirement Date and the prior December 31 over the monthly benefit which is the Actuarial Equivalent (expressed in the normal form) of the benefits received during periods of employment exclusive of the benefits which are nonsuspendible in accordance with Section 4.4; minus
 - (ii) Any increase in retirement Benefits (expressed in the normal form) made subsequent to benefit commencement and prior to such January 1.

Section 4.5-E - Actuarial Equivalence

The Participant's Optional Forms of Retirement Distribution or the Joint and Survivor Annuity Benefit shall, except for the vesting provisions under Section 4.9-E, be the Actuarial Equivalent of his Early, Normal, or Late Retirement Benefit, such Equivalent being computed as of his Annuity Starting Date.

Section 4.6-E - Death Benefit

- (a) If a Participant's age is fifty-five (55) or older with a Vested Retirement Benefit, has a Separation from Service due to his death, or has a Separation from Service because of retirement but dies prior to the first day of the month coinciding with or next following retirement within which the initial payment of any benefit is or would be payable to him, and leaves a surviving spouse to whom he was married continuously throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive a monthly payment on the first day of each calendar month commencing with the month following the month of such Participant's death, and continuing through the month of such spouse's death, in an amount equal to the Pre-retirement Survivor Annuity.
- (b) Unless the provisions of Section 4.6-E (a) of the Death Benefit apply, if a Participant dies with a Vested Retirement Benefit or if a Former Participant dies with a Vested Retirement Benefit after a Separation from Service, and such death is prior to the due date of the first monthly Benefit payable to him under the Plan and if he is survived by the spouse to whom he was continuously married throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive a Pre-retirement Survivor Annuity.

Section 4.7-E - Total and Permanent Disability Retirement

A Participant shall be entitled to his Total and Permanent Disability Benefit hereunder on his Total and Permanent Disability Retirement Date.

Section 4.8-E - Total and Permanent Disability Retirement Benefit

A Participant who incurs a Total and Permanent Disability, following the completion of at least ten (10) years of Continuous Service may retire on a Disability Retirement Date.

(a) The monthly Total and Permanent Disability Benefit of a Participant shall commence as of the Disability Retirement Date and shall be in an amount equal to the Accrued Benefit determined at his Disability Retirement Date. The monthly Total and Permanent Disability Benefit shall continue unless discontinued or terminated as provided herein to and including the first day of the calendar month in which the disabled Participant attains age sixty-five (65). Such Total and Permanent Disability Benefit shall cease with such final payment and, commencing with the first day of the calendar month following the month in which the disabled Participant attains age sixty-five (65), he shall be entitled to receive a retirement Benefit in the amount of the Normal Retirement Benefit which he would have been entitled to receive pursuant to Section 4.2-E hereof based on his Credited Service at his Total and Permanent Disability Retirement Date. Any Total and Permanent Disability Benefit provided shall terminate with the payment required to be made for the calendar month in which death occurs.

(b) A Participant applying for a Total and Permanent Disability Benefit hereunder shall be required to submit to a medical examination and shall be required to submit to such reexamination as the Administrator shall deem necessary in order to make a determination concerning his mental or physical condition. A disabled Participant receiving a Total and Permanent Disability Benefit hereunder may be required to submit to a medical examination at any time, but not more often than once every six (6) months, to determine whether he is eligible for continuance of the Total and Permanent Disability Benefit. If on the basis of such examination, it is determined by the Administrator that such individual prior to attaining age sixty-five (65) has sufficiently recovered to engage in any regular occupation or employment for wage or profit, or if it is determined by the Administrator that such individual has engaged in any regular occupation or employment subsequent to his Total and Permanent Disability, payment of his Total and Permanent Disability Benefit shall cease. In the event that such individual shall fail within thirty (30) days after notice to submit to medical examinations, his Total and Permanent Disability Benefit will be discontinued until he has submitted to such examination after which his continued eligibility may be determined as provided herein. The medical examinations provided herein shall be made by a competent physician or physicians or clinic or hospital selected by the Administrator.

Section 4.9-E - Vested Retirement Benefit

Each Participant shall be entitled to a Vested Retirement Benefit in the amount provided in this Section. In the event of his Separation from Service prior to his Early Retirement Date with five (5) or more Years of Vesting Service, except for the Joint and Survivor Annuity and the Death Benefit, who makes no election under this Section shall receive a Benefit in accordance with subsection (a). A Participant may not make or change an election hereunder after his Annuity Starting Date. A Participant may elect to receive his Benefit in any one of the following manners:

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- (a) A single life annuity under a Normal, Early or Late Retirement Benefit, as applicable,
 - (b) A Benefit consisting of monthly payments commencing on his Annuity Starting Date:
 - (i) in the form of a joint and survivor annuity option contingent annuity without pop up feature payable to the Participant for his life, and monthly payments to his Beneficiaries or his Contingent Annuitants for life (in amounts as selected by the Participant equal to a survivor annuity of 50%, 66-2/3%, 75% or 100% of the monthly amount paid to such Participant), or
 - (ii) in the form provided in paragraph (i) with a pop up feature that provides that if the Participant's Beneficiary or Contingent Annuitant predecease the Participant, then the amount of the reduced Benefit selected will be increased to the Benefit described in paragraph (a). The preceding pop- up feature shall be allowed upon divorce of the Participant or Former Participant, subject to all state and federal laws, but in no event after the Participant or Former Participant has attained age seventy and one-half (70 1/2); or
 - (iii) in the form provided in paragraph (i) to the Participant and his Beneficiaries that upon the death of either the Participant or his Beneficiary reduces the monthly annuity payable to whomever survives by 50%.
 - (iv) in the form of a period certain and continuous option (five (5) or ten (10) year certain option) payable to the Participant and his Beneficiaries over the later of a period certain for a guaranteed number of payments of five (5) or ten (10) years or the life of the Participant; or
 - (c) A Social Security adjustment option Benefit (level income option) which is the Actuarial Equivalent of his Benefit in subsection (a) consisting of a monthly payment commencing on his Annuity Starting Date payable through the earlier of the month in which he dies or the month after his sixty-second (62nd) or sixty-fifth (65th) birthday, as he shall elect, and thereafter through the month in which he dies reduced by an amount such Participant shall upon his Normal Retirement Date become entitled to a Normal or optional Forms of Retirement Distribution, or upon his Early Retirement Date may receive an Early or Optional Forms of Retirement Distribution, as he shall elect, or in the absence of such election, is determined under the provisions of the Normal Retirement Benefit, the Optional Forms of Retirement Distribution and Joint and Survivor Annuity, all in an amount Actuarially Equivalent to that percentage of his Accrued Benefit determined on the basis of his Years of Vesting Service as follows:

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

A Participant's Accrued Benefit to the extent not forfeited under Section 2.2-E or paid as a Death Benefit shall become 100% Vested if he is then employed by a member of the Controlled Group on his sixty-fifth (65th) birthday.

In the event of his Separation from Service prior to his Early Retirement Date with five (5) or more Years of Vesting Service, except for the Joint and Survivor Annuity and the Death Benefit, such Participant shall upon his Normal Retirement Date become entitled to a Normal or Optional Forms of Retirement Distribution, or upon his Early Retirement Date may receive an Early Retirement Benefit in the form of his single life annuity reduced by the actuarial factors applicable at the various ages described as follows:

Age When Benefit Begins	Early Payment Factor	Age When Benefit Begins	Early Payment Factor
55	36.52%	61	65.19%
56	40.05%	62	72.29%
57	43.99%	63	80.34%
58	48.40%	64	89.52%
59	53.35%	65	100.00%
60	58.91%		

Section 4.10-E - Optional Forms of Retirement Distribution

A Participant entitled to receive a Normal, Early, or Late Retirement Benefit shall receive the 50% Joint and Survivor Annuity (if applicable) unless he elects not to receive such annuity, elects instead to receive a distribution in accordance with subsection (a), (b) or (c) and his spouse consents in writing to such election in accordance with Section 4.11-E (h). A Participant to whom a Joint and Survivor Annuity does not apply and estimated to equal his monthly Social Security old age benefits payable at such birthday as projected by the Administrator.

No optional Forms of Retirement Distribution may be selected where the Beneficiary or Contingent Annuitant is other than the spouse, unless such option will assure that at least 50% of the present value of the Benefit available for distribution is payable within the life expectancy of the Participant.

If a Participant dies after his Annuity Starting Date, the remaining portion of his Benefit, if any, may continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death. If a Participant dies before his Annuity Starting Date, the Participant's Benefit will be limited to, and distributed as a Death Benefit in accordance with Section 4.6-E.

Section 4.11-E - Joint and Survivor Annuity

- (a) Notwithstanding anything in the Plan to the contrary, the Benefit, if any, of a Participant or Former Participant commencing on his Annuity Starting Date shall be a Joint and Survivor Annuity, as described in subsection (b), if
 - (i) he was married on his Annuity Starting Date, and
 - (ii) he has not otherwise elected under subsection (e).
- (b) The Joint and Survivor Annuity of a Participant or Former Participant shall be a Benefit, reduced as provided in subsection (c), consisting of monthly payments to him beginning on his Annuity Starting Date and ending with the calendar month in which his death occurs with the provision that, if he dies after his Annuity Starting Date survived by the spouse to whom he was married on his Annuity Starting Date, such spouse shall receive monthly payments of

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50% of such reduced Benefit adjusted, beginning on the first day of the calendar month next following his death and ending with the calendar month in which such spouse dies.

- (c) The reduced Benefit payable under this Section to a Participant or Former Participant during his lifetime shall be at a monthly rate such that his Joint and Survivor Annuity is the Actuarial Equivalent of his Early, Normal or Late Retirement Benefit.
- (d) No less than thirty (30) days (unless waived by the Participant) and no more than ninety (90) days prior to the Annuity Starting Date, each Participant or Former Participant who may be affected by this Section shall be furnished, by mail or personal delivery, with a written explanation of:
 - (i) the terms and conditions of a qualified Joint and Survivor Annuity,
 - (ii) the Participant's right to make and the effect of an election to waive the qualified Joint and Survivor Annuity form of benefit,
 - (iii) the rights of a Participant's spouse,
 - (iv) the right to make, and the effect of, a revocation of a previous election to waive the qualified Joint and Survivor Annuity, and
 - (v) the relative values of the various Optional Forms of Retirement Distribution.
- (e) A Participant or Former Participant referred to in subsection (a) may elect in writing, in the manner prescribed by the Administrator, not to receive a Joint and Survivor Annuity (in which case he shall receive his Benefit as otherwise provided in the Plan). Such an election shall be made not later than his Annuity Starting Date.
- (f) The applicable election period under subsection (e) shall be the ninety (90) day period ending on the Annuity Starting Date.
- (g) During the period described in subsection (f), a Participant or Former Participant who properly elected under subsection (e) not to receive a Joint and Survivor Annuity may revoke such election and after any such revocation, an election under subsection (c) may be made again prior to the expiration of such election period.
- (h) Any election made under subsection (e) will be effective only if the Participant or Former Participant's spouse signs a written consent and the spouse's signature is witnessed by a Plan representative or Notary Public. If the Participant or Former Participant establishes to the satisfaction of the Administrator that such a written consent cannot be obtained because the spouse cannot be located, the election will be deemed to be effective without the written consent of the spouse.

Section 4.12-E - Prior Service and Compensation Credit with GD

For purposes of determining Continuous Service for vesting, Plan participation and eligibility for early retirement under this Plan for benefits accrued on or after August 22, 1992, in addition to Continuous Service with the Company, each Participant will receive credit for all Continuous Service as that term is defined in the GD Retirement Plan.

**ARTICLE VIII
PLAN EXECUTION**

By executing this Plan, the Primary Employer acknowledges having counseled to the extent necessary with selected legal and tax advisors regarding the Plan's legal and tax implications.

Executed this 4th day of June, 1997.

PACKARD-HUGHES INTERCONNECT COMPANY

Administrative Committee Member /s/ M.E. Hochgesang

Administrative Committee Member /s/ John P. Carney

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Notwithstanding the requirement for completion of ten (10) years of Continuous Service specified in the first paragraph of this Section 4.4-D, a Participant who shall accrue benefits under the provisions of Section 4.2-D(c) shall be entitled to retire under the provisions of this Section 4.4-D (b) without regard to the requirement for ten (10) years of Continuous Service. In order to be eligible for benefits under the provision" of Section 4.2-D (a), however, the requirement for ten (10) years of Continuous Service must be satisfied.

Section 4.5-D - Late Retirement

A Participant shall be entitled to his Late Retirement Benefit hereunder on his Late Retirement Date, or on his Annuity Starting Date if occurring later than his Normal Retirement Date.

Section 4.6-D - Late Retirement Benefit

- (a) A Participant who retires on his Late Retirement Date, shall receive a Late Retirement Benefit which, subject to the Optional Forms of Retirement Distribution and the Joint and Survivor Annuity, shall consist of a monthly payment on the first day of each calendar month commencing with his Late Retirement Date, and ending with the last such payment before his death, equal to his Normal Retirement Benefit but with Benefit Accrual Service, Covered Compensation and Final Average Monthly Salary determined as of his Late Retirement Date.
- (b) Increases in Late Retirement Benefits to reflect benefits earned during periods of employment after commencement of benefits in accordance with the definitions contained in Section 1.7(d) shall be made only as described herein. On each January 1 following a calendar year containing such employment, a benefit determination shall be made, based on:
 - (i) The excess, if any, of the increase in Accrued Benefit expressed as a monthly amount in the normal form between the Normal Retirement Date and the prior December 31 over the monthly benefit which is the Actuarial Equivalent (expressed in the normal form) of the benefits received during periods of employment exclusive of the benefits which are nonsuspendible in accordance with Section 4.4; minus
 - (ii) Any increase in retirement Benefits (expressed in the normal form) made subsequent to benefit commencement and prior to such January 1.

Section 4.7-D - Actuarial Equivalence

The Participant's Optional Forms of Retirement Distribution or the Joint and Survivor Annuity Benefit shall, except for the vesting provisions under Section 4.9 - D, be the Actuarial Equivalent of his Early, Normal, or Late Retirement Benefit, such Equivalent being computed as of his Annuity Starting Date.

Section 4.8-D - Death Benefit

- (a) If a Participant's age is fifty-five (55) or older with a Vested Retirement Benefit, has a Separation from Service due to his death, or has a Separation from Service because of retirement but dies prior to the first day of the month coinciding with or next following retirement within which the initial payment of any benefit is or would be payable to him, and leaves a surviving spouse to whom he was married continuously throughout the three hundred and sixty-five (365) day period immediately preceding his death, then regardless of whether such spouse is designated as his sole primary Beneficiary, such spouse shall receive