As filed with the Securities and Exchange Commission on April 24, 2020

Registration No. 333-

# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, D.C. 20549**

# FORM S-8
# REGISTRATION STATEMENT
***UNDER***
***THE SECURITIES ACT OF 1933***

# LOCKHEED MARTIN CORPORATION
**(Exact Name of Registrant as Specified in Its Charter)**

| **Maryland** | **52-1893632** |
|---|---|
| **(State or Other Jurisdiction of Incorporation or Organization)** | **(I.R.S. Employer Identification No.)** |
| **6801 Rockledge Drive, Bethesda, Maryland** (Address of Principal Executive Offices) | **20817** (Zip Code) |

**(301) 897-6000**
**Registrant's telephone number, including area code)**

**Lockheed Martin Corporation Salaried Savings Plan,**
**Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees,**
**Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and**
**Lockheed Martin Corporation Operations Support Savings Plan**
**(collectively, the "Plans")**
**(Full Title of each Plan)**

**Kerri R. Morey**
**Vice President and Associate General Counsel**
**Lockheed Martin Corporation**
**6801 Rockledge Drive**
**Bethesda, Maryland 20817**
**(Name and address of agent for service)**

**(301) 897-6000**
**(Telephone number, including area code, of agent for service)**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

| | | | |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | ☐ | Smaller reporting company | ☐ |
| | | Emerging growth company | ☐ |

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

**CALCULATION OF REGISTRATION FEE**

| Title of Each Class of Securities To Be registered | Amount to Be Registered(1) | Proposed Maximum Offering Price Per Share(1) | Proposed Maximum Aggregate Offering Price(1) | Amount of registration fee(1) |
|---|---|---|---|---|
| Common Stock, par value $1.00 per share(2) | 25,000,000 | $379.64 | $9,491,000,000 | $1,231,391.80 |

(1) Calculated pursuant to Rule 457(h) under the Securities Act of 1933 based on the average of the high and low prices reported on the New York Stock Exchange as of April 22, 2020.

(2) The shares of common stock being registered are to be issued pursuant to the Plans named above. In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also is deemed to register an indeterminate amount of interests to be offered or sold pursuant to the Plans.

## PART I

## INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 will be sent or given to employees eligible to participate in the Plans as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). In accordance with the instructions of Part I of Form S-8, such documents will not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

## PART II

## INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

**Item 3. Incorporation Of Documents By Reference.**

The following documents filed with the Commission are incorporated herein by reference:

- Registrant's Annual Report on Form 10-K for the year ended December 31, 2019, including the portions of the Registrant's Proxy Statement filed with the SEC on March 11, 2020, and any amendments or supplements thereto, incorporated by reference in the Registrant's Annual Report on Form 10-K for the year ended December 31, 2019;
- Registrant's Quarterly Report on Form 10-Q for the quarterly period ended March 29, 2020;
- Registrant's Current Reports on Form 8-K filed on January 24, 2020, March 16, 2020, April 9, 2020 and April 23, 2020;
- the description of Registrant's common stock, $1.00 par value per share, contained in Exhibit 4.1 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2019, and any amendment or report filed for the purpose of updating such description; and
- the Annual Reports on Form 11-K for the year ended December 31, 2018 for the following plans, but only to the extent applicable to each plan:

  Lockheed Martin Corporation Salaried Savings Plan;
  Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees;
  Lockheed Martin Corporation Hourly Employee Savings Plan Plus; and
  Lockheed Martin Corporation Operations Support Savings Plan.

In addition, any and all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), subsequent to the date of this Registration Statement and prior to the withdrawal (if any) of the Registration Statement shall, to the extent required by law, be deemed to be incorporated by reference into this Registration Statement and to be a part hereof (except that any portions thereof which are furnished and not filed shall not be deemed incorporated).

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

The Opinion of Counsel as to the legality of the securities being registered (constituting Exhibit 5) has been rendered by counsel who is a full-time employee of the Registrant and who participates in the Lockheed Martin Corporation Salaried Savings Plan.

**Item 6. Indemnification of Directors and Officers.**

The Maryland General Corporation Law authorizes Maryland corporations to include a provision in their charters limiting the liability of directors and officers to the corporation or its stockholders for money damages, except (a) to the extent that it is proved that the person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, (b) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding that the person's action or failure to act was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding or (c) in respect of certain other actions not applicable to the Registrant. Article XI of the Charter of the Registrant, as amended (the "Charter"), provides that to the maximum extent permitted by Maryland law the Registrant's directors and officers will not be liable to the Registrant or its stockholders for money damages.

The Maryland General Corporation Law permits Maryland corporations to indemnify directors and officers for, among other things, judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with a proceeding to which they are made a party by reason of their service as a director or officer unless it is established that (a) the act or omission of the individual was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty, (b) the individual actually received an improper personal benefit in money, property or services or (c) in the case of any criminal proceeding, the individual had reasonable cause to believe that his or her act or omission was unlawful. Furthermore, under the Maryland General Corporation Law, unless limited by charter, indemnification is mandatory if a director or an officer has been successful on the merits or otherwise in the defense of any proceeding by reason of his or her service as a director or officer unless such indemnification is not otherwise permitted as described in the preceding sentence. In addition to the foregoing, a court of appropriate jurisdiction may, under certain circumstances, order indemnification if it determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director or officer has met the standards of conduct set forth above or has been adjudged liable on the basis that a personal benefit was improperly received in a proceeding charging improper personal benefit to the director or officer. If the proceeding was an action by or in the right of the corporation or involved a determination that the director or officer received an improper personal benefit, however, no indemnification may be made if the individual is adjudged liable to the corporation, except to the extent of expenses approved by a court of appropriate jurisdiction.

Article XI of the Charter of the Registrant authorizes the board of directors of the Registrant to adopt bylaws or resolutions to provide for the indemnification of directors and officers, provided that such bylaws or resolutions are consistent with applicable law. Article VI of the Bylaws of the Registrant provides for the indemnification of the Registrant's directors and officers to the fullest extent permitted by Maryland law. In addition, the Registrant's directors and officers are covered by certain insurance policies maintained by the Registrant. As permitted under the Maryland General Corporation Law, Article VI of the Bylaws of the Registrant also provides for the payment of expenses incurred by a director or officer in a proceeding in advance of final disposition of the proceeding provided that the director or officer furnishes the Registrant with a written affirmation of his or her good faith belief that the standard of conduct necessary for indemnification by the Registrant has been met and a written undertaking to reimburse the Registrant if a court determines that the director is not entitled to indemnification.

The Registrant has entered into indemnification agreements with its directors. The indemnification agreements require the Registrant to indemnify a director to the fullest extent permitted by Maryland law. The indemnification agreements also require the Registrant to advance expenses to a director, subject to the director providing the written affirmation and undertaking that are described in the preceding paragraph. The agreements are in addition to other rights to which a director may be entitled under the Registrant's Charter, Bylaws and Maryland law.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

| Exhibit Number | Exhibit Description |
|---|---|
| 4.1 | Charter of Lockheed Martin Corporation, as amended by Articles of Amendment dated April 23, 2009 (incorporated by reference to Exhibit 3.1 to Lockheed Martin Corporation's Annual Report on Form 10-K for the year ended December 31, 2010) |
| 4.2 | Bylaws of Lockheed Martin Corporation, as amended and restated effective April 8, 2020 (incorporated by reference to Exhibit 3.1 to Lockheed Martin Corporation's Current Report on Form 8-K filed with the SEC on April 9, 2020) |
| 5.1 | Opinion of Kerri R. Morey, Vice President and Associate General Counsel of Lockheed Martin Corporation |
| 15.1 | Acknowledgment of Ernst & Young LLP, Independent Registered Public Accounting Firm |
| 23.1 | Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm |
| 23.2 | Consent of Mitchell & Titus LLP, Independent Registered Public Accounting Firm |
| 23.3 | Consent of Kerri R. Morey, Vice President and Associate General Counsel of Lockheed Martin Corporation (contained in Exhibit 5 hereof) |
| 24.1 | Powers of Attorney |
| 99.1 | Lockheed Martin Corporation Salaried Savings Plan |
| 99.2 | Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees |
| 99.3 | Lockheed Martin Corporation Hourly Employee Savings Plan Plus |
| 99.4 | Lockheed Martin Corporation Operations Support Savings Plan |

The Registrant undertakes that it has submitted each of the Plans which are subject to ERISA and qualification under Section 401 of the Internal Revenue Code to the Internal Revenue Service ("IRS") and has made or will make all changes required by the IRS in order to qualify such plans, to the extent required.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided*, *however*, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from the registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for the purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

*The Registrant.* Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bethesda, State of Maryland, on this 24th day of April 2020.

**LOCKHEED MARTIN CORPORATION**

/s/ Kerri R. Morey

Kerri R. Morey
Vice President and Associate General Counsel

*The Plans*. Pursuant to the requirements of the Securities Act of 1933, the trustees (or other persons who administer the Plans) have duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bethesda, State of Maryland, on this 24th day of April 2020.

Lockheed Martin Corporation Salaried Savings Plan
Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees
Lockheed Martin Corporation Hourly Employee Savings Plan Plus
Lockheed Martin Corporation Operations Support Savings Plan

/s/ Rich Jager

Rich Jager
Vice President, Global Benefits

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated.

| Signature | Title | Date |
|---|---|---|
| * | Chairman, President and Chief Executive Officer (Principal Executive Officer) | April 24, 2020 |
| Marillyn A. Hewson | | |
| * | Executive Vice President and Chief Financial Officer (Principal Financial Officer) | April 24, 2020 |
| Kenneth R. Possenriede | | |
| * | Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer) | April 24, 2020 |
| Brian P. Colan | | |

This Registration Statement also has been signed on the date indicated by the following directors, who constitute a majority of the Board of Directors:

| | |
|---|---|
| Daniel F. Akerson* | Ilene S. Gordon* |
| David B. Burritt* | Marillyn A. Hewson* |
| Bruce A. Carlson* | Vicki A. Hollub* |
| Joseph F. Dunford, Jr.* | Jeh C. Johnson* |
| James O. Ellis, Jr.* | Debra L. Reed-Klages* |
| Thomas J. Falk* | James D. Taiclet, Jr.* |

* By: /s/ Kerri R. Morey April 24, 2020

Kerri R. Morey
(Attorney-in-fact**)

** By authority of Powers of Attorney filed with this Registration Statement on Form S-8.

**Exhibit 5.1**

Lockheed Martin Corporation
6801 Rockledge Drive, Bethesda, MD 20817


**Kerri R. Morey**
Vice President and Associate General Counsel

April 24, 2020

Re: Lockheed Martin Corporation Salaried Savings Plan,
Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees,
Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and
Lockheed Martin Corporation Operations Support Savings Plan (the "Plans")

Ladies and Gentlemen:

I submit this opinion in connection with the filing with the Securities and Exchange Commission of a Registration Statement on Form S-8 (the "Registration Statement") on the date hereof. The Registration Statement registers up to 25,000,000 shares of common stock, par value $1 per share ("Common Stock"), of Lockheed Martin Corporation (the "Corporation") for use in connection with the Plans.

As Vice President and Associate General Counsel of the Corporation, I have examined such corporate records, certificates and other documents and have reviewed such questions of law as I deemed necessary or appropriate for the purpose of this opinion.

Based on that examination and review, I advise you that in my opinion, to the extent that the operation of the Plans results in the issuance of Common Stock, such shares of Common Stock have been duly and validly authorized and, when issued in accordance with the terms set forth in the Plans, will be legally issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to my opinion in the Registration Statement. In giving my consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act of 1933 nor the rules of the Securities and Exchange Commission thereunder.

Sincerely,

/s/ Kerri R. Morey

Kerri R. Morey
Vice President and Associate General Counsel

**Exhibit 15.1**

**Acknowledgment of Ernst & Young LLP,**
**Independent Registered Public Accounting Firm**

Board of Directors
Lockheed Martin Corporation

We are aware of the incorporation by reference in the Registration Statement (Form S-8) pertaining to the:

- Lockheed Martin Corporation Salaried Savings Plan,
- Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees,
- Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and
- Lockheed Martin Corporation Operations Support Savings Plan

of our report dated April 22, 2020 relating to the unaudited consolidated interim financial statements of Lockheed Martin Corporation that is included in its Form 10-Q for the quarter ended March 29, 2020.

/s/ Ernst & Young LLP

Tysons, Virginia
April 22, 2020

**Exhibit 23.1**

**Consent of Ernst & Young LLP,**
**Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the:

- Lockheed Martin Corporation Salaried Savings Plan,
- Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees,
- Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and
- Lockheed Martin Corporation Operations Support Savings Plan

of our reports dated February 7, 2020, with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting of Lockheed Martin Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 2019, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Tysons, Virginia
April 22, 2020

**Exhibit 23.2**

**Consent of Mitchell & Titus, LLP,**
**Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the:

- Lockheed Martin Corporation Salaried Savings Plan,
- Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees,
- Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and
- Lockheed Martin Corporation Operations Support Savings Plan

(collectively, the "Plans") of our reports dated June 24, 2019, with respect to the financial statements and supplemental schedules of the Plans included in the Plans' Annual Reports (Form 11-K), for the year ended December 31, 2018, filed with the Securities and Exchange Commission.

/s/ Mitchell & Titus LLP

Washington, DC
April 24, 2020

**Exhibit 24.1**

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Daniel F. Akerson

DANIEL F. AKERSON
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ David B. Burritt

DAVID B. BURRITT
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

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/s/ Bruce A. Carlson

BRUCE A. CARLSON
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ James O. Ellis, Jr.

JAMES O. ELLIS, JR.
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Thomas J. Falk

THOMAS J. FALK
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Joseph F. Dunford, Jr.

JOSEPH F. DUNFORD, JR.
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Ilene S. Gordon

ILENE S. GORDON
Director

April 22, 2020

**POWER OF ATTORNEY**

**LOCKHEED MARTIN CORPORATION**

The undersigned hereby constitutes Maryanne R. Lavan, Kerri R. Morey and Peter L. Trentman, and each of them, jointly and severally, his or her lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, including, but not limited to, that listed below, to execute and file, or cause to be filed with the Securities and Exchange Commission ("Commission") one or more registration statements on Form S-8, or amendments thereto, with exhibits and other documents in connection therewith, for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), shares of Lockheed Martin common stock and other securities to be issued under Lockheed Martin's qualified employee benefit plans, including the Lockheed Martin Corporation Salaried Savings Plan, Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, Lockheed Martin Corporation Hourly Employee Savings Plan Plus, and Lockheed Martin Corporation Operations Support Savings Plan, and all matters required by the Commission in connection with such registration statements under the Securities Act, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and each of them, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Marillyn A. Hewson

MARILLYN A. HEWSON
Chairman, President and Chief Executive Officer

April 22, 2020

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/s/ Vicki A. Hollub

VICKI A. HOLLUB
Director

April 22, 2020

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/s/ Jeh C. Johnson

JEH C. JOHNSON
Director

April 22, 2020

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/s/ Debra L. Reed-Klages

DEBRA L. REED-KLAGES
Director

April 22, 2020

**POWER OF ATTORNEY**

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/s/ James D. Taiclet, Jr.

JAMES D. TAICLET, JR.
Director

April 22, 2020

**POWER OF ATTORNEY**

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/s/ Kenneth R. Possenriede

KENNETH R. POSSENRIEDE
Executive Vice President and Chief Financial Officer

April 22, 2020

**POWER OF ATTORNEY**

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/s/ Brian P. Colan

BRIAN P. COLAN
Vice President, Controller and Chief Accounting Officer

April 22, 2020

# LOCKHEED MARTIN CORPORATION

# SALARIED SAVINGS PLAN

Amended and Restated

*Generally Effective January 1, 2019*

**TABLE OF CONTENTS**

INTRODUCTION 1

ARTICLE I
DEFINITIONS 5

ARTICLE II
EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION 27

ARTICLE III
CONTRIBUTIONS 29

ARTICLE III-A
ROTH DEFERRAL CONTRIBUTIONS 41

ARTICLE III-B
ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA) 45

ARTICLE III-C
IN PLAN ROTH ROLLOVERS 49

ARTICLE III-D
2% COMPANY CONTRIBUTION FEATURE 53

ARTICLE III-E
4% COMPANY CONTRIBUTION FEATURE 54

ARTICLE IV
WITHDRAWALS 55

ARTICLE V
TRUST FUND 59

ARTICLE VI
PARTICIPANT ACCOUNTS 74

ARTICLE VII
ACCOUNT DISTRIBUTION:
TERMINATION; DEATH; TRANSFER 82

ARTICLE VIII
LOANS TO PARTICIPANTS 100

ARTICLE VIII-A
SECTION 401(h) ARRANGEMENT 104

ARTICLE IX
PLAN SPONSOR AND NAMED FIDUCIARIES
ALLOCATION OF RESPONSIBILITIES 106

ARTICLE X
AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION 110

ARTICLE XI
CLAIMS PROCEDURE 112

ARTICLE XII
MISCELLANEOUS 117

APPENDIX 1 125

APPENDIX 2 129

APPENDIX 3 130

**LOCKHEED MARTIN CORPORATION**
**SALARIED SAVINGS PLAN**

## Summary of the Plan

Set forth below is a very brief summary of the Plan. This summary should not be relied on since it is quite general (and thus imprecise) and omits numerous important details and refinements. The summary is intended solely to provide an overview and orientation with respect to the provisions of the Plan.

Components of the Plan. The Plan is amended and restated, effective as of January 1, 2019, except as otherwise provided herein. The Plan includes three components: (1) the Profit-Sharing Component, which is a profit-sharing plan under Code Section 401(a) that includes a qualified cash or deferred arrangement as defined in Code Section 401(k); (2) the Stock Bonus Component, which is both a stock bonus plan and an employee stock ownership plan intended to qualify under Code Sections 401(a) and 4975(e)(7), is designed to invest primarily in Shares, and includes a qualified cash or deferred arrangement as defined in Code Section 401(k); and (3) the Money Purchase Pension Component, which is a combination money purchase pension plan and the same employee stock ownership plan, designed to invest primarily in Shares and intended to qualify under Code Sections 401(a) and 4975(e)(7). The Money Purchase Pension Component includes an arrangement intended to qualify under Code Section 401(h), which is not part of the employee stock ownership plan.

The Plan is intended to qualify under Code Section 401(a) and to comply with the provisions of ERISA, the Code, and all other applicable federal laws and regulations; in addition, the cash or deferred arrangements referred to above are intended to qualify under Code Section 401(k). For purposes of qualification under the Code, the Profit-Sharing Component is intended to be a profit-sharing plan, as that term is used under the Code. However, no contribution under this Plan shall be conditioned on the existence of profits of the Corporation, any Employing Company, the Employer, or any other entity or group of entities. The provisions of the Plan shall be construed to effectuate the foregoing intentions.

Structure of the Plan. Very generally, the Plan is structured in the following manner. Employees are entitled to elect to make (or have made on their behalf) Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions up to limits specified in Article III. The Company also shall make Company Contributions to the Plan effective January 1, 2016 on behalf of Eligible Employees regardless of whether such employees have elected to make Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions to the Plan. Under Article VI, Employees are entitled to elect how such contributions are invested by choosing among a menu of Investment Funds, including an ESOP Fund and a Company Stock Fund that are both generally invested in Company Stock. To the extent that an Employee's contributions are invested in the ESOP Fund and/or the Company Stock Fund, that part of his Account is considered part of the ESOP Feature (and the Stock Bonus Component).

The Corporation provides a Matching Contribution that is generally equal to 50% of an Employee's Basic Before-Tax Contribution, Roth Deferral Contribution, and/or Basic After-Tax Contribution.

Subject to certain exceptions, Matching Contributions made after June 1989 and before January 2, 1992 are in the Stock Bonus Component, and Matching Contributions made on or after January 2, 1992 are in the Money Purchase Pension Component. Whether a Matching Contribution is in the Stock Bonus Component or the Money Purchase Pension Component has certain significances. For example, different distribution rules apply to the two different Components under Article VII. In addition, contributions to the Money Purchase Pension Component enable the Corporation to make contributions to the Section 401(h) Arrangement, since the limit on contributions to the Section 401(h) Arrangement is based on total contributions to the Money Purchase Pension Component.

The Section 401(h) Arrangement referred to above is part of the Money Purchase Pension Component (but not part of the ESOP Feature). Under the Section 401(h) Arrangement, the Corporation may make contributions up to a limit based on, as noted, total contributions to the Money Purchase Pension Component. The amounts in the Section 401(h) Arrangement may be used to provide post-retirement medical benefits for certain individuals who qualify for such benefits and who were, prior to retirement, eligible to participate in the Money Purchase Pension Component. No individual has any right to require that any payment be made on his behalf from the Section 401(h) Arrangement.

The Corporation makes Company Contributions to the Plan on behalf of Participant’s identified in Appendix 1-B (2% Company Contribution Feature) and Appendix 1-C (4% Company Contribution Feature). Generally, Participants may receive the 4% Company Contribution Feature only if they are not actively participating in a qualified defined benefit plan sponsored by the Corporation. The 2% and 4% Company Contribution Features are part of the Profit-Sharing Component of the Plan.

**Plan History**

With respect to the period from January 1, 1997 to September 30, 1997, this document contained two plans: the Lockheed Martin Corporation Salaried Savings Plan (the "Plan") and the Lockheed Martin Corporation Salaried Savings Plan II (the "Savings Plan II"). As of October 1, 1997, the Savings Plan II was merged into the Plan.

Effective July 1, 1998, the following plans (referred to herein as the “Prior Plans”) were merged into this Plan: the Lockheed Martin Aerospace Savings Plan - Salaried, the Lockheed Martin Tactical Defense Systems Savings Plan - Salaried, the Lockheed Martin Librascope Retirement Savings Plan - Salaried, the Lockheed Martin Electro-Optical Systems 401(k) Matching Contribution Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Tactical Defense Systems Savings and Investment Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Vought Systems Capital Accumulation Plan

- Salaried, the Frequency Sources 401(k) Retirement Savings Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Fairchild Savings Plan - Salaried, the Lockheed Martin Federal Systems Deferred Income Retirement Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin IR Imaging Systems Savings Plan - Salaried, the Lockheed Martin ROLM Mil-Spec Retirement Income Savings Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), and the Lockheed Martin Tactical Systems Deferred Income Savings Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan). Accordingly, as of July 1, 1998, the terms of the 1999 Restated Plan Document (the "1999 Restatement") applied with respect to all assets and liabilities in existence with respect to the Prior Plans immediately before such date. Correspondingly, except as otherwise provided in the 1999 Restatement, as of July 1, 1998, the terms of the Prior Plans, as in effect immediately before such date, ceased to apply with respect to such assets and liabilities.

In addition to satisfying applicable legal requirements, it is also intended more broadly that this Plan document shall be treated as a continuation of the Prior Plans. Accordingly, for example, elections and designations made by Eligible Employees and/or Participants under the Prior Plans were effective under this Plan, except to the extent inconsistent with the terms of this Plan or to the extent that the context indicates otherwise. On the other hand, this continuation concept did not apply to preserve the terms of the Prior Plans except to the extent specifically provided for in the Plan document. Moreover, notwithstanding anything to the contrary in this Plan, all Prior Plans were amended to provide that no compensation of any type that is paid or provided to any individual on or after July 1, 1998 shall be taken into account in applying the terms of the Prior Plans as in effect prior to July 1, 1998.

As a result of the Corporation's acquisition of various companies in stock transactions, the plans identified in Appendix 3 were merged into the Plan from time to time. Employees who participated in the plans identified in Appendix 3 were given the opportunity to make applicable elections in this Plan prior to commencing participation in this Plan and ceasing contributions to the applicable Appendix 3 plan. Contributions to the Appendix 3 plans are treated in a manner consistent with the corresponding contributions to this Plan (for example, pre-tax contributions made to the Appendix 3 plans are treated like Before-Tax Contributions in this Plan; profit sharing contributions made to the Appendix 3 plans are treated like Company Contributions in this Plan).

The terms of this Plan document shall be construed in accordance with the merger of the Prior Plans and the plans identified on Appendix 3 into the Plan. This means that this Plan document shall be construed to comply with all legal requirements applicable to such a merger, such as Code Section 414(l), as reflected in Article X(3). This Plan document shall also be construed to comply with all legal requirements applicable to a merged plan.

The Plan has been amended from time to time to reflect various legally required or design changes. The Plan was amended and restated, effective January 1, 2016 ("2016 Restatement"), to add (i) a new 2% Company Contribution Feature with a participating unit list (Appendix 1-B),

and (ii) a new Appendix IV to provide for participation by salaried and certain union employees of Sikorsky Aircraft Corporation on terms different from those applicable to other Plan Participants with such terms to apply only for a transition period beginning January 1, 2016 and ending December 31, 2016 at which time Appendix IV expired. The restatement also updated the participating unit list in Appendix 1-A for the 401(k) Feature of the Plan and incorporated all amendments since the last restatement.

The Plan was amended effective August 24, 2016 to reflect Participant's elections to exchange shares of the Corporation's common stock held in the Plan for shares in the common stock of Leidos Holdings, Inc. pursuant to a transaction in which Leidos Holdings, Inc. acquired certain of the Corporation's businesses. The Leidos Stock Fund was added to the Plan for the period beginning August 25, 2016 and ending September 29, 2017 at which time the Leidos Stock Fund terminated. Amounts in the Leidos Stock Fund were reallocated by election of Participants, or if no election was made, to the Qualified Default Investment Fund applicable to the Participant.

Effective October 8, 2018, the Plan was amended to reflect the transfer of certain Participant's accounts from the Lockheed Martin Corporation Capital Accumulation Plan, in accordance with Article X(3) hereof, and to implement a 4% Company Contribution Feature with a participating unit list (Appendix 1-C).

Except as otherwise provided in Appendix 1, the Plan only covers individuals to whom collective bargaining agreements do not apply. As provided in Appendix 1, however, the Plan covers certain individuals who are required to be covered hereunder by an applicable collective bargaining agreement.

The Plan is hereby amended and restated, generally effective January 1, 2019 or such other date as set forth in the plan or required by law. Except as specifically provided herein, the provisions of this instrument are not intended to enlarge the rights of any Employee whose employment with the Corporation terminated prior to January 1, 2019. Except as otherwise expressly stated herein, the rights of any such Employee shall be governed by the provisions of the applicable Plan as in effect at the time of his termination of employment.

## ARTICLE I
## DEFINITIONS

The following words and phrases, when used in this document with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise.

**(1) ACCOUNT:**

The individual interest of a Participant in the Trust Fund as determined as of each Valuation Date.

**(2) ACQUISITION LOAN:**

A loan or other extension of credit, that satisfies the requirements of Code Section 4975(d)(3) and Treasury Regulation Section 54.4975-7(b), used to finance the purchase of Shares by the ESOP Trustee with respect to the ESOP Feature.

**(3) AFTER-TAX CONTRIBUTIONS:**

After-tax contributions made to the Plan by a Participant pursuant to an election by the Participant to have a specified percentage of his Base Salary deducted from his pay and contributed to the Plan as After-Tax Contributions on his behalf. All After-Tax Contributions shall be identified and separately accounted for either as Basic After-Tax Contributions or as Supplemental After-Tax Contributions. After-Tax Contributions are intended to constitute employee contributions within the meaning of Code Section 414(h)(1).

**(4) ALLOCATED DIVIDENDS:**

Cash dividends on Company Stock, provided that such Company Stock is (a) held in the ESOP Fund or the Company Stock Fund and (b) allocated to Participants' Accounts.

**(6) ANNUAL ADDITION:**

Annual addition as defined in Code Section 415(c)(2). In the event that a contribution is allocated to a Participant's Account because of an erroneous failure to allocate in a prior Plan Year, such contribution shall be part of the Participant's Annual Addition for the Plan Year to which it relates, and not for the Plan Year in which it is contributed or allocated.

**(7) ANNUITY STARTING DATE:**

The first day of the first period for which an amount is paid as an annuity or any other form.

**(8) BASE SALARY:**

Actual base earnings of the Employee as an Employee, determined separately for each pay period, and without regard to any salary reduction agreement entered into to make Before-Tax Contributions under Article III; including salary continuation payments, lump sum merit payments in lieu of a salary increase, and any elective contributions made on behalf of a Participant that are excludable from taxable compensation under Code Section 125 or, effective January 1, 1998, elective amounts that are not includible in the gross income of a Participant by reason of Code Section 132(f)(4); but excluding overtime, shift differentials, commissions and other variable compensation plan payments, rate guarantees, compensation for foreign services that is excludable by the Participant under Code Section 911, field service pay, sickness and accident benefits, discretionary incentive compensation, long-term performance incentive compensation, bonuses, severance pay, compensation in lieu of vacation time, any payments for education allowance, completion bonuses, relocation allowances, overseas or domestic allowances, rental allowances, rental assistance, travel allowances, vacation allowances, mortgage allowances, imputed income, and employer contributions (other than Before-Tax Contributions or contributions under a plan subject to Code Section 125) to this or any other benefit plan. Except as otherwise provided herein, Base Salary of an Employee shall not include any amount except to the extent such amount is paid to the Employee and is includible in the Employee's income for Federal income tax purposes for the Plan Year in which paid to the Employee. Notwithstanding the foregoing, total Base Salary for any Plan Year shall not include any amount over $200,000, or, effective January 1, 1994, $150,000 (adjusted in accordance with Code Sections 401(a)(17) and 415(d)).

The annual compensation of each participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost –of- living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for that determination period that begins with or within such calendar year.

**(9) BASIC AFTER-TAX CONTRIBUTIONS:**

After-Tax Contributions elected by a Participant pursuant to Article III(3)(a).

**(10) BASIC BEFORE-TAX CONTRIBUTIONS:**

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(a).

**(11) BEFORE-TAX CONTRIBUTIONS:**

Before-tax contributions made under a "cash or deferred arrangement" by the Corporation on a Participant's behalf pursuant to an election by the Participant under which he agrees to have his Base Salary reduced by a specified percentage and the Corporation agrees to contribute an amount equal to such reduction to the Plan as Before-Tax Contributions. All Before-Tax Contributions shall be identified and separately accounted for either as Basic Before-Tax Contributions or as Supplemental Before-Tax Contributions. Before-Tax Contributions are intended to constitute employer contributions made on an elective basis under a qualified cash or deferred arrangement within the meaning of Code Section 401(k)(2).

**(12) BENEFICIARY:**

The person or persons designated by the Participant to receive any payment from the Trust Fund after the death of a Participant. A designation of a beneficiary other than the Participant's Spouse (or a change to a beneficiary other than the Participant's Spouse) will not be valid unless accompanied by a Spouse's Consent that complies with Article I(115). Such person or persons shall be designated in a manner prescribed for this purpose by the Plan Administrator and may be changed from time to time in a manner prescribed for this purpose by the Plan Administrator. Any designation or change in designation shall be effective only upon receipt by the Plan Administrator of such designation or change in designation and shall be effective only if received by the Plan Administrator prior to the death of the Participant. In the absence of such a designation, the Beneficiary shall be (a) the Participant's Spouse or (b) if there is no Spouse surviving the Participant, the Participant's estate.

With respect to a Prior Plan Participant, if a designation of a beneficiary other than the Participant’s Spouse (or a change to a beneficiary other than the Participant’s Spouse) was in effect and valid as of June 30, 1998 under a Prior Plan, such designation shall be treated as in effect and valid under this Plan as of the Effective Date, subject to change in the manner set forth in the preceding paragraph of this Section (12).

**(13) BOARD OF DIRECTORS:**

The Board of Directors of the Corporation, or any delegate of such Board.

**(14) CODE:**

The Internal Revenue Code of 1986, as amended from time to time, and the regulations issued thereunder. A reference to any Section of the Code shall also be deemed to refer to any applicable successor statutory provision.

**(15) COMPANY CONTRIBUTIONS:**

Allocations made pursuant to Article III-D or Article III-E. Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the ESOP Trustee.

**(16) COMPANY 2% CONTRIBUTION FEATURE:**

The portion of the Plan attributable to Company Contributions under Article III-D.

**(17) COMPANY 4% CONTRIBUTION FEATURE:**

The portion of the plan attributable to Company Contributions under Article III-E.

**(18) COMPANY STOCK:**

The common stock issued by the Corporation, par value $1.00, which is readily tradable on an established securities market or that otherwise meets the requirements of Code sections 409(l) and 4975(e)(8) (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet liquidity needs of the Fund).

**(19) COMPANY STOCK FUND:**

The Investment Fund (other than the ESOP Fund) offered under the Plan pursuant to Article VI(1)(a)(ii) that exclusively invests in Company Stock (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet the liquidity needs of the Fund).

**(20) COMPENSATION:**

Compensation for a Plan Year shall mean compensation as defined in Treasury Regulation §1.415-2(d)(11)(i) (or any applicable successor provision) (including amounts paid or reimbursed by the employer for moving expenses incurred by the employee, but only to the extent that such amounts are described in Treasury Regulation §1.415-2(d)(11)(i) (or any applicable successor provision)); provided that Compensation shall also include amounts described in Code Section 415(c)(3)(D) and elective amounts that are not includible in the gross income of a Participant by reason of Code Section 132(f)(4); provided further that for purposes of determining who is a Key Employee, Compensation shall be determined under Code Section 416(i).

Notwithstanding anything in the Plan to the contrary, payments made to a Participant by the later of (i) 2 $^1/_2$ months after the Participant's severance from employment, or (ii) the end of the limitation year that includes the date of the Participant's severance from employment, are included in compensation for the limitation year if, absent the severance from employment, such payments would have been paid to the Participant while the Participant continued in employment with an Employing Company and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

**(21) CORPORATION:**

Lockheed Martin Corporation (or any successor entity). Except to the extent that the context indicates otherwise, references to acts by the Corporation shall be deemed to include acts by the Corporation on behalf of the Employing Companies.

**(22) CORPORATION ACQUISITION LOAN CONTRIBUTIONS:**

Contributions by the Corporation that are made to enable the ESOP Trustee to repay in whole or in part an Acquisition Loan.

**(23) CORPORATION MATCHING CONTRIBUTIONS:**

Contributions made by the Corporation to provide Matching Contributions either directly or indirectly (as set forth in Article V). Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the ESOP Trustee.

**(24) DEFINED BENEFIT PLAN:**

Defined benefit plan as defined in Code Section 415(k).

**(25) DEFINED CONTRIBUTION PLAN:**

Defined contribution plan as defined in Code Section 415(k).

**(26) DIRECT ROLLOVER:**

A payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

**(27) DIRECTABLE ESOP CONTRIBUTIONS:**

ESOP Contributions which the Board of Directors, prior to or at the time such contributions or allocations are made, designates as Directable ESOP Contributions and which are thereby subject to Participant investment decisions under Article VI.

**(28) DISTRIBUTEE:**

This term includes an Employee or former Employee with respect to an Eligible Rollover Distribution. 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 respect to the interest of the spouse or former spouse in an Eligible Rollover Distribution.

**(29) DISTRIBUTION:**

Any payment by the Plan to or on behalf of a Participant or Beneficiary, including a withdrawal by such Participant or Beneficiary.

**(30) DIVERSIFICATION ACCOUNT:**

The portion of a Participant's Account that is attributable to ESOP Contributions (other than Directable ESOP Contributions) and that is invested in the ESOP Fund. Amounts attributable to elections under Article V-A(5)(a) that have been reinvested in the ESOP Fund are part of the Diversification Account.

**(31) EFFECTIVE DATE:**

January 1, 2019.

**(32) ELECTIVE DEFERRAL:**

Elective deferral as defined in Code Section 402(g)(3).

**(33) ELECTIVE TRANSFER:**

Elective transfer described in Treasury Regulation § 1.411(d)-4 Q/A-3(b) (or any applicable successor provision).

**(34) ELIGIBLE EMPLOYEE:**

Any Employee who is eligible to participate in the Plan under Article II(2).

**(35) ELIGIBLE INDIVIDUAL:**

An individual (other than an individual who is or has been a key employee within the meaning of Section 416(i) of the Code) who (a) has been eligible to participate in the Money Purchase Pension Component of the Plan, (b) has retired after January 1, 1993, and (c) is or was covered under one of the medical benefit plans listed in Appendix 2. A spouse or dependent (within the meaning of Section 152 of the Code) of such an Eligible Individual shall also qualify as an Eligible Individual if the spouse or dependent is or was covered under one of the medical benefit plans listed in Appendix 2. Such a spouse or dependent will remain an Eligible Individual upon the death of the Participant to the extent he remains eligible for benefits under the applicable plan listed in Appendix 2.

**(36) ELIGIBLE RETIREMENT PLAN:**

An individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Eligible Rollover Distribution of the Distributee. However, in the case of an Eligible

Rollover Distribution to a non-Spouse Beneficiary, only an inherited individual retirement account or individual retirement annuity shall be an Eligible Retirement Plan.

For purposes of the direct rollover provisions in Article VII(7)(d) of the plan, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

**(37) ELIGIBLE ROLLOVER DISTRIBUTION:**

Any distribution of all or a 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 10 years or more, or any distribution to the extent that such distribution is required under Code Section 401(a)(9). An Eligible Rollover Distribution described in Code Section 402(c)(4), which the participant can elect to rollover to another plan pursuant to Code Section 401(a)(31), excludes hardship withdrawals as defined in Code Section 401(k)(2)(B)(i)(IV), which are attributable to the participant's elective contributions under Treasury Regulation Section 1.401(k)-1(d)(2)(ii).

For purposes of the direct rollover provisions in Article VII(7)(d) of the Plan, any amount that is distributed on account of hardship shall not be eligible for rollover distribution and the distribute may not elect to have any portion of such distribution paid directly to an eligible retirement plan.

For purposes of the direct rollover provisions in Article VII(7)(d) of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible

**(38) EMPLOYEE:**

An employee of an Employing Company who is included in a group of employees designated in Appendix 1-A,1-B, and/or 1-C, and (a) who is a citizen of the United States

of America, (b) whose primary place of employment is in the United States of America, or (c) who is designated by the Board as an Employee. The term “Employee” shall not include any employee whose duties are performed primarily outside of the United States and who is paid as a Local Country National (LCN). Notwithstanding any provision of the Plan to the contrary, the term "Employee" shall not include for any purpose of the Plan any individual except to the extent that such individual is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes including, without limitation, all purposes under Subtitle C of the Code. Thus, for example, an individual who for a Plan Year is not designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes under Subtitle C of the Code shall not be an Employee for any part of such Plan Year by reason of the fact that at a later time the individual is retroactively treated as an employee of an Employing Company for such Plan Year for purposes of Subtitle C of the Code. As another example, an individual shall not be an Employee if such individual (i) is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an independent contractor or a leased employee (within the meaning of Code Section 414(n)), or (ii) is not contemporaneously designated as on the regular payroll of an Employing Company. The preceding three sentences of this Section (38) shall apply to an individual without regard to whether an Employing Company provides remuneration to such individual and without regard to the manner in which an Employing Company calculates or provides any such remuneration. To the extent required by Code Section 414(n)(3), a Leased Employee shall be treated as an Employee. For purposes of the preceding sentence, effective January 1, 1997 Leased Employee means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person (“leasing organization”) has provided services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Code) on a substantially full time basis for a period of at least 1 year, and such services are performed under primary direction and control by the recipient. Notwithstanding the foregoing, a Leased Employee shall not be eligible to participate in the Plan or otherwise be considered an Employee under the Plan.

**(39) EMPLOYER:**

An Employing Company and those employers required to be aggregated with any Employing Company under Sections 414(b), (c), (m), or (o) of the Code, provided that for purposes of Article III(10), the modifications prescribed by Code Section 415(h) shall apply.

**(40) EMPLOYING COMPANY:**

(a) The Corporation;

(b) A member (or functional unit of a member) of a controlled group of corporations, within the meaning of Code Section 414(b), of which the Corporation is a

member and which has been designated as an Employing Company by the Board of Directors; or

(c) An entity (or functional unit of an entity) under common control, within the meaning of Code Section 414(c), with the Corporation and which has been designated as an Employing Company by the Board of Directors.

**(41) EMPLOYMENT COMMENCEMENT DATE:**

The date on which an employee first performs an Hour of Service.

**(42) ERISA:**

The Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder. A reference to any Section of ERISA shall also be deemed to refer to any applicable successor statutory provision.

**(42) ESOP CONTRIBUTIONS:**

(a) Matching Contributions made to the Plan after the beginning of the first payroll period in the July 1989 fiscal accounting month of Lockheed Corporation, except to the extent that such Matching Contributions (i) were made to the Plan (but not to the Savings Plan II) with respect to the period commencing with the first payroll period in the July 1989 fiscal accounting month of Lockheed Corporation and ending December 31, 1996, and (ii) were not first allocated in the form of Company Stock; and

(b) Any special per capita contributions of Shares made from time to time by the Corporation, in the sole and absolute discretion of the Board of Directors, and allocated to the Accounts of Participants who have not yet terminated employment, provided that such contributions are specifically designated by the Corporation as ESOP Contributions.

**(43) ESOP FEATURE:**

That portion of the Plan consisting of an employee stock ownership plan as defined in Code Section 4975(e)(7). The ESOP Feature consists of amounts that are invested in the ESOP Fund or the Company Stock Fund and that are either contained in the Stock Bonus Component or in the Money Purchase Pension Component (excluding the Section 401(h) Arrangement).

**(44) ESOP FUND:**

The Investment Fund (other than the Company Stock Fund) offered under the Plan pursuant to Article VI(1)(a)(ii) that exclusively invests in Company Stock (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet the liquidity needs of the Fund).

**(45) ESOP MATCH STOCK:**

Company Stock held in the ESOP Fund attributable to Matching Contributions that constitute ESOP Contributions.

**(46) ESOP TRUST:**

The trust or trusts established to hold the assets of the ESOP Fund and the Company Stock Fund, provided that some or all of such trust or trusts may be merged with some or all of the Savings Trust and/or the Section 401(h) Trust in a manner permitted by law, provided further that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

**(47) ESOP TRUSTEE:**

The trustee or trustees of Plan assets held in the ESOP Fund and the Company Stock Fund, which trustee or trustees may be the same as or different from the Savings Trustee and/or the Section 401(h) Trustee, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

**(48) EXCESS AGGREGATE CONTRIBUTIONS:**

Excess aggregate contributions as defined in Code Section 401(m)(6).

**(49) EXCESS CONTRIBUTIONS:**

Excess contributions as defined in Code Section 401(k)(8).

**(50) EXCESS DEFERRAL AMOUNT:**

With respect to a Participant, the lesser of (a) the amount by which a Participant's Elective Deferrals exceed the limit in effect under Code Section 402(g) for a calendar year, or (b) the amount of the Participant's Before-Tax Contributions for the calendar year.

**(51) 401(k) FEATURE:**

The portion of the Plan that includes the qualified cash or deferred arrangement under Code section 401(k) and associated matching contributions under Code section 401(m).

**(52) HIGHLY COMPENSATED EMPLOYEE:**

An employee who (A) was a 5-percent owner (as defined in section 416(i)(1) of the Code) of the Employer at any time during the Plan Year or the preceding Plan Year, or (B) for the preceding Plan Year had compensation from the Employer in excess of $80,000 (as adjusted for inflation pursuant to Code Section 414(q)(1)) and, effective January 1, 2014, was in the Top-Paid Group of Employees for such preceding year. An

Employee is in the Top-Paid Group of Employees for any year if such Employee is in the group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year (excluding any Employees described in Code Section 414(q)(5). For purposes of this subsection, the term compensation means compensation within the meaning of section 415(c)(3) of the Code. The Corporation is authorized to make any elections permitted under Code Section 414(q), and to modify any election previously made. Except to the extent prohibited by law, the election made with respect to any Plan Year need not be made with respect to any subsequent Plan Year. An election may be made by any written document evidencing the Corporation's intent to make such election and, with respect to a Plan Year, may be made at any time at which it is being determined whether the Plan satisfies the requirements of Code Section 401(a)(4), 401(k)(3), 401(m)(2), or 410(b) or any other applicable requirements that require identification of Highly Compensated Employees.

**(53) HOUR OF SERVICE:**

Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the Employer.

**(54) INDEPENDENT FIDUCIARY:**

If any, the "named fiduciary" appointed by LMIMC as the independent fiduciary with respect to the ESOP Fund and the Company Stock Fund.

**(55) INVESTMENT CONTRIBUTIONS:**

Matching, Before-Tax, After-Tax, Company, and Rollover Contributions, QNECs, contributions described in Article I(42)(b), and Transferred Amounts made by or on behalf of a Participant.

**(56) INVESTMENT FUNDS:**

The separate funds in which assets of the Trust may be invested under the applicable provisions of this Plan, including Article VI.

**(57) INVESTMENT MANAGER:**

Investment manager as defined in Section 3(38) of ERISA.

**(58) JOINT AND SURVIVOR ANNUITY:**

An annuity under which joint and survivor benefits are paid to the Participant for his life, and, following the Participant's death, are paid to the Participant's Spouse during the Spouse's lifetime at a rate equal to fifty percent (50%) of the rate at which such benefits are payable to the Participant, provided that with respect to a Participant who is not married on the Annuity Starting Date, the Joint and Survivor Annuity is a single life annuity payable to the Participant. The Joint and Survivor Annuity is purchased with the

distributable proceeds of the Spousal Consent Account Balance and/or the Joint and Survivor Annuity Account Balance, as applicable under Article VII.

**(60) JOINT AND SURVIVOR ANNUITY ACCOUNT BALANCE:**

All amounts in a Participant's Account with respect to which a Joint and Survivor Annuity may be available under Article VII(8)(b) and with respect to which the Spousal consent provisions of Article VII(8)(a) do not apply. The Joint and Survivor Annuity Account Balance consists of all amounts in the Participant's Account that:

(a) Were allocated to the Account of the Participant as of October 1, 1997, and were contained in both the Money Purchase Pension Component and the ESOP Fund as of such date; except that an amount contained in the Spousal Consent Account Balance shall not be treated as described in this Section (60)(a); or

(b) Are contained in the Money Purchase Pension Component and are invested in the ESOP Fund or the Company Stock Fund, but were at any prior time invested in an Investment Fund other than the ESOP Fund or the Company Stock Fund.

**(61) LEVERAGED SHARES:**

Shares of Company Stock acquired by the ESOP Trustee with the proceeds of an Acquisition Loan pursuant to Article V(2).

**(62) LMIMC:**

Lockheed Martin Investment Management Company.

**(63) LOAN SUSPENSE ACCOUNT:**

The account under which Leveraged Shares are held until released for allocation pursuant to Article V.

**(64) MATCHING CONTRIBUTIONS:**

Allocations pursuant to Article III(5).

**(65) MATERNITY OR PATERNITY ABSENCE:**

Any period up to two years in which an employee of the Employer is absent from work by reason of such employee's pregnancy, the birth of such employee's child, or the placement of a child with such employee in connection with adoption by such employee, or for purposes of caring for such a child for a period immediately following such birth or placement. An absence shall not be treated as a Maternity or Paternity Absence unless the employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons and the length of such absence.

**(66) MEDICAL EXPENSE ACCOUNT:**

A separate account in the Trust Fund that (a) is maintained as part of the Money Purchase Pension Component in accordance with Code Section 401(h), and (b) is maintained for the purpose of receiving contributions and making payments described in Article VIII-A.

**(67) MEDICAL EXPENSES:**

With respect to a particular Eligible Individual, those expenses for medical care as defined in Section 213 of the Code and are (a) subject to reimbursement or payment under the plan or program listed in Appendix 2 in which such Eligible Individual is a participant at the time the expense is incurred; or (b) premiums to purchase insurance coverage to provide reimbursement or payment of expenses under the plan or program listed in Appendix 2 in which such Eligible Individual is a participant.

**(68) MONEY PURCHASE PENSION COMPONENT:**

The component of the Plan consisting of a money purchase pension plan, an employee stock ownership plan (within the meaning of Code Section 4975(e)(7)) (which is the same employee stock ownership plan of which the Stock Bonus Component is a part), and the Section 401(h) Arrangement. The Money Purchase Pension Component consists of (a) all amounts attributable to ESOP Contributions allocated as of a date on or after January 2, 1992, (b) all amounts attributable to Matching Contributions that (i) were allocated under the Plan (but not under the Savings Plan II) as of a date on or after January 2, 1992 but on or before December 31, 1996, and (ii) were not first allocated in the form of Company Stock, (c) the Loan Suspense Account, and (d) the Section 401(h) Arrangement.

**(69) NAMED FIDUCIARY:**

Named fiduciary as defined in Section 402(a)(2) of ERISA.

**(70) NORMAL RETIREMENT AGE:**

Age 65.

**(71) PARTICIPANT:**

An Employee (or employee or former employee of the Employer or a predecessor employer)) (a) with respect to whom an amount has been credited to his Account, and (b) who continues to have rights or contingent rights to benefits under this Plan.

**(72) PERIOD OF SEVERANCE:**

A period of time commencing with an employee's Severance Date and ending with the date on which he is next credited with an Hour of Service; provided, however, that a Period of Severance shall not include (a) any period explicitly included in the definition of Service, or (b) any period that is a Maternity or Paternity Absence.

**(73) PLAN:**

The Lockheed Martin Corporation Salaried Savings Plan, the terms of which are herein set forth.

**(74) PLAN ADMINISTRATOR:**

The Corporation.

**(75) PLAN SPONSOR:**

The Corporation.

**(76) PLAN YEAR:**

The twelve-month period beginning each January 1 and ending on the next following December 31.

**(77) PRE-RETIREMENT SURVIVOR ANNUITY:**

An annuity for the life of the Participant's Spouse purchased with the distributable proceeds of the Participant's Spousal Consent Account Balance, Joint and Survivor Annuity Account Balance, and/or After-Tax Plan Balance, as applicable under Article VII and/or Article XIII(1).

**(78) PRIOR PLAN:**

The following shall each be treated as a Prior Plan: the Lockheed Martin Aerospace Savings Plan - Salaried, the Lockheed Martin Tactical Defense Systems Savings Plan - Salaried, the Lockheed Martin Librascope Retirement Savings Plan - Salaried, the Lockheed Martin Electro-Optical Systems 401(k) Matching Contribution Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Tactical Defense Systems Savings and Investment Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Vought Systems Capital Accumulation Plan - Salaried, the Frequency Sources 401(k) Retirement Savings Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Fairchild Savings Plan - Salaried, the Lockheed Martin Federal Systems Deferred Income Retirement Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin IR Imaging Systems Savings Plan - Salaried, the Lockheed Martin ROLM Mil-Spec Retirement Income Savings Plan - Salaried (which was a component plan of the

Lockheed Martin Tactical Systems Master Savings Plan), and the Lockheed Martin Tactical Systems Deferred Income Savings Plan - Salaried (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan). Any reference in this Plan to a Prior Plan, either by use of such term or by use of the name set forth in the preceding sentence, shall be a reference to such Prior Plan as in effect as of June 30, 1998, except to the extent otherwise provided in this Plan or to the extent that the context clearly indicates otherwise.

**(79) PRIOR PLAN PARTICIPANT:**

An Employee (or employee or former employee of the Employer or a predecessor employer) (a) with respect to whom an amount had been credited to his account under a Prior Plan, and (b) who continued to have rights or contingent rights to benefits under a Prior Plan as of June 30, 1998.

**(80) PROFIT-SHARING COMPONENT:**

The component of the Plan consisting of a profit-sharing plan, including a qualified cash or deferred arrangement described in Code Section 401(k). The Profit-Sharing Component consists of all amounts that are not contained in the Money Purchase Pension Component or the Stock Bonus Component.

**(81) QNEC:**

Qualified nonelective contribution as defined in Treasury Regulation § 1.401(k)-1(g)(13) (or any applicable successor provision).

**(82) QUALIFIED MILITARY SERVICE:**

Qualified military service as defined in Code Section 414(u)(5).

**(83) QUALIFIED RETIREMENT PLAN LOAN:**

Any loan from this Plan or any other retirement plan of the Employer that is made to a participant or beneficiary thereunder and that is subject to Code Section 72(p).

**(84) REEMPLOYMENT COMMENCEMENT DATE:**

The first date following a Period of Severance on which an employee performs an Hour of Service.

**(85) REGULAR EMPLOYEE:**

(a) Any Employee who is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1-A, 1-B and/or 1-C. The determination as to whether an individual meets the requirements of the preceding

sentence shall be made as of the date the Employee is hired (or rehired) as an employee by the business unit described in Appendix 1-A, 1-B and/or 1-C. An Employee who was not described in the first sentence of this Section (85)(a) as of the date of hire or rehire shall become a Regular Employee as of the first day of the first calendar month beginning after the Plan Administrator is notified that the employee's schedule has changed so that he is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1-A, 1-B and/or 1-C. An Employee who was described in the first sentence of this Section (85)(a) as of the date of hire or rehire shall cease to be a Regular Employee as of the first day of the first calendar month beginning after the Plan Administrator is notified that the employee's schedule has changed so that he is not scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1-A, 1-B and/or 1-C; and

(b) Any employee who has completed one Year of Service. The following service shall be taken into account to the extent not taken into account under the preceding sentence: (a) service taken into account under the Savings Plan II (as in effect as of December 31, 1996) as of December 31, 1996 for purposes of Article II thereof and (b) service taken into account under any Prior Plan as of June 30, 1998 for purposes of determining eligibility to participate thereunder.

**(86) ROLLOVER ACCOUNT:**

The portion of an Account reflecting Rollover Contributions made by a Participant as provided in Article III(4) and as adjusted each Valuation Date.

**(87) ROLLOVER CONTRIBUTION:**

A transfer described in Code Section 402(c)(1) or 403(a)(4)(A), a payment described in Code Section 401(a)(31) or 408(d)(3)(A)(ii), or an Elective Transfer.
Rollover Contribution may include a direct rollover of an eligible rollover distribution or a participant contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code (including for a direct rollover of after-tax contributions), an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions, or an eligible plan under section 457(b) of the Code which is maintained by a state, political division of a state, or any agency or instrumentality of a state or political subdivision of a state.

**(88) SAVINGS PLAN II:**

Lockheed Martin Corporation Salaried Savings Plan II, as in effect prior to October 1, 1997, and any predecessor plan.

**(89) SAVINGS TRUST:**

The trust or trusts established to hold all Plan assets other than assets held by the ESOP Trust or the Section 401(h) Trust, provided that some or all of such trust or trusts may be merged with some or all of the ESOP Trust and/or the Section 401(h) Trust in a manner permitted by law, provided further that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

**(90) SAVINGS TRUSTEE:**

The trustee or trustees of all Plan assets other than those held in the ESOP Fund, the Company Stock Fund, or the Medical Expense Account, which trustee or trustees may be the same as or different from the ESOP Trustee and/or the Section 401(h) Trustee, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

**(91) SECTION 401(h) ARRANGEMENT:**

The arrangement described in Article VIII-A.

**(92) SECTION 401(h) TRUST:**

The trust or trusts established to hold the Medical Expense Account under Article VIII-A, provided that some or all of such trust or trusts may be merged with some or all of the ESOP Trust and/or the Savings Trust in a manner permitted by law, provided further that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

**(93) SECTION 401(h) TRUSTEE:**

The trustee or trustees of all Plan assets held in the Medical Expense Account, which trustee or trustees may be the same as or different from the ESOP Trustee and/or the Savings Trustee, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

**(94) SERVICE:**

All periods of time from a person's Employment Commencement Date (or from a subsequent Reemployment Commencement Date) until the later of such person's next Severance Date or the end of the period specified in subsection (a) or (b) below, if applicable, computed in accordance with the provisions of subsections (c) and (d) below.

(a) If an employee of the Employer quits, is discharged, or retires, and then performs an Hour of Service within twelve (12) months after his Severance Date, the Period of Severance shall be included in Service. Notwithstanding the foregoing, if an employee of the Employer quits, is discharged, or retires during an absence (with or without pay) of twelve (12) months or less for any reason other than quitting, discharge, retirement, or death, the Period of Severance shall be included in

Service only if he performs an Hour of Service within twelve (12) months after the date he was first absent.

(b) To the extent required by law, Service shall not be considered interrupted by, and/or shall include, Qualified Military Service and/or leaves of absence.

(c) In the case of an employee of the Employer who incurs a Period of Severance, and who immediately before such Period of Severance has not met the requirements for a vested benefit, and who again becomes an employee of the Employer, Service shall not include any Service before such Period of Severance if the length of the Period of Severance equals or exceeds the greater of (i) five (5) years, or (ii) the length of the employee's Service before the Period of Severance.

(d) Non-successive periods of Service and less than whole month periods of Service shall be aggregated on the basis that 30 days of Service equals one whole month of Service.

(e) Notwithstanding anything herein to the contrary, an Employee shall be credited with Service based on service with a predecessor employer to the extent required by law; the definition of “Service” and of related terms shall be interpreted accordingly.

**(95) SEVERANCE DATE:**

The earlier of:

(a) The date on which an employee has a termination of employment with respect to the Employer by reason of a discharge, quit, retirement, or death, provided that the determination as to whether an employee has a termination of employment shall be made under the rules applicable for purposes of Code Section 401(a), or

(b) The date 12 months after the date on which an employee of the Employer first becomes absent from the service of the Employer (with or without pay) for any other reason.

**(96) SHARES:**

Shares of Company Stock.

**(97) SPOUSAL CONSENT ACCOUNT BALANCE:**

All amounts in a Participant's Account with respect to which a Joint and Survivor Annuity may be available under Article VII(8)(a) and with respect to which the Spousal consent provisions of Article VII(8)(a) may apply. The Spousal Consent Account Balance consists of (a) all amounts in the Participant's Account that are contained in the Money Purchase Pension Component other than amounts invested in the ESOP Fund or

the Company Stock Fund, and (b) the portion of a Participant's Account (i) that is attributable to his accounts in the Lockheed Martin Vought Systems Capital Accumulation Plan - Salaried, in the Lockheed Martin Librascope Retirement Savings Plan - Salaried, and in the Lockheed Martin Fairchild Savings Plan - Salaried, and (ii) to which Code Section 401(a)(11) applies. There shall be a separate accounting of amounts described in this Section (97) that is acceptable under Treasury Regulation § 1.401(a)-20 (or any applicable successor provision).

**(98) SPOUSE:**

The person to whom the Participant is lawfully married under applicable law on the date of the Participant's death, except that (a) for purposes of all Plan provisions related to Pre-Retirement Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant throughout the one-year period ending on the date of the Participant's death, and (b) for purposes of Article VII(3)(c) and all Plan provisions related to Joint and Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant as of the Annuity Starting Date. For purposes of clarification, the term lawfully married or Spouse will include a marriage between same-sex individuals that is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the term lawfully married or Spouse does not include individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

A former spouse will be treated as the Spouse and a current spouse will not be treated as the Spouse to the extent provided under a qualified domestic relations order (within the meaning of Code Section 414(p)). If, pursuant to the preceding sentence, more than one individual is treated as a Spouse of a Participant, the total amount to be paid in the form of a Pre-Retirement Survivor Annuity, in the form of the survivor portion of a Joint and Survivor Annuity, or in any other form shall not exceed the amount that would be paid if there were only one Spouse, determined in accordance with Code Sections 401(a)(13) and 414(p).

**(99) SPOUSE'S CONSENT:**

A Spouse's consent to the Participant's designation of a Beneficiary other than the Spouse that meets the requirements of this paragraph. Such consent will be valid only if (i) it is in writing on a form prescribed therefor by the Plan Administrator, (ii) the Spouse's consent acknowledges the effect of the selection of another Beneficiary, and (iii) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefor by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(a) there is no Spouse;

(b) the Spouse cannot be located; or

(c) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's Beneficiary designation will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary designated in that consent. A Spouse's Consent may be revoked at any time and upon revocation the alternate Beneficiary designation shall become invalid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of death benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

**(100) STOCK BONUS COMPONENT:**

The component of the plan consisting of a stock bonus plan under Code Section 401(a), including a qualified cash or deferred arrangement described in Code Section 401(k), and constituting part of the ESOP Feature. The Stock Bonus Component consists of all amounts invested in the ESOP Fund or the Company Stock Fund, other than amounts in the Money Purchase Pension Component.

**(101) SUPPLEMENTAL AFTER-TAX CONTRIBUTIONS:**

After-Tax Contributions elected by a Participant pursuant to Article III(3)(b).

**(102) SUPPLEMENTAL BEFORE-TAX CONTRIBUTIONS:**

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(b).

**(103) TERMINATION OF EMPLOYMENT:**

Termination of employment from the Employer, subject to the following provisions:

(a) With respect to Before-Tax Contributions (and the earnings and losses attributable thereto) and QNECs (and the earnings and losses attributable thereto), the term “Termination of Employment” shall mean:

(i) a severance from employment with the Employer within the meaning of Code Section 401(k)(2)(B)(i)(I),

(ii) provided that an event described in Code Section 401(k)(10)(A), taking into account Code Section 401(k)(10)(B), shall be treated as a severance from employment with the Employer for this purpose.

Notwithstanding the foregoing, a Participant's change in status from an Employee to a Leased Employee shall not be treated as a severance from employment for purposes of Section (103)(a)(i) above.

(b) An event shall not be treated as a Termination of Employment with respect to that portion of a Participant's Account that, in connection with such event, is transferred from the Plan to another plan, which other plan is qualified under Code Section 401(a) or 403(a) and is maintained by the employer by which the Participant becomes employed in connection with the event. For purposes of this subsection (b), a transfer shall not include an Elective Transfer, but shall include a merger or consolidation of any part of this Plan with a plan described in the preceding sentence.

**(104) TRANSFERRED AMOUNTS:**

Amounts transferred to the Trustee pursuant to Article III(7).

**(105) TRANSFERRED INDIVIDUALS:**

The employees described on Appendix 1-C as of October 1, 2018, who are also Eligible Employees as of such date pursuant to Article II(2)(i).

**(106) TRUST:**

A term used to refer to the ESOP Trust, the Savings Trust, and the Section 401(h) Trust, collectively, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

**(107) TRUST AGREEMENT:**

The agreement (or agreements) pursuant to which the Trust Fund is held, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such agreements.

**(108) TRUST FUND:**

A term used to refer to assets held in the Trust under the Plan.

**(109) TRUSTEE:**

The Savings Trustee, the ESOP Trustee, and the Section 401(h) Trustee, collectively, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

**(110) UNALLOCATED DIVIDENDS:**

Cash dividends on Leveraged Shares that are not allocated to a Participant's Account.

**(111) UNIT or UNIT VALUE:**

The method by which the value of a Participant's Account is measured, as described in Article VI(5).

**(112) VALUATION DATE:**

The close of business on the first business day that coincides with or next follows the day on which a transaction is processed. For purposes of this Section (112), a business day is a day on which the New York Stock Exchange is open for business.

## ARTICLE II
## EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION

**(1) EFFECTIVE DATE:**

The Plan, as amended and restated herein, is effective as of January 1, 2019, or such other date as indicated herein.

**(2) ELIGIBILITY AND PARTICIPATION:**

(a) Each Regular Employee of an Employing Company listed in Appendix 1-A who was eligible to participate in the Plan or a Prior Plan immediately before the Effective Date shall be an Eligible Employee with respect to the 401(k) Feature as of the Effective Date.

(b) An individual who does not qualify under subsection (a) shall be eligible to participate in the 401(k) Feature of the Plan with respect to the first payroll period that ends within an administratively reasonable period after the later of (i) the Effective Date, or (ii) the date he becomes a Regular Employee of an Employing Company listed in Appendix 1-A (or becomes a Regular Employee of such an Employing Company again in the case of a former Employee).

(d) Participation in the 401(k) Feature of the Plan is voluntary. Any Eligible Employee of an Employing Company listed in Appendix 1-A may become a Participant in the 401(k) Feature as of the date specified in Article III (1)(b) (or in other provisions of Article III) by properly following the enrollment procedures established by the Plan Administrator, which shall include an agreement under which the Eligible Employee elects Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, or any of the above, in accordance with Article III. An Eligible Employee of an Employing Company listed in Appendix 1-A may also become a Participant in the 401(k) Feature of the Plan in accordance with a "Deemed Enrollment Election" as set forth in Article III, Section 1-A below. Any Employee (or, for purposes of Article III(7), other individual described in Article III(7)) shall be eligible to participate in the Plan with respect to making a Rollover Contribution or having a Transferred Amount credited to his Account, provided that the determination of whether an Employee is an Eligible Employee shall be made without regard to this subsection (d).

(e) Notwithstanding anything herein to the contrary, an individual shall cease to be eligible to participate under the Plan as of the date that he ceases to be an Eligible Employee. See Article VII(2) with respect to the treatment of an individual who ceases to be an Eligible Employee but remains employed by the Employer.

(f) Effective May 28, 2017, no person employed in the Lockheed Martin Rotary and Mission Systems – TLS Services business area who is represented by the Lowcountry Contract Instructor Pilot Association, F35 Program, Flight

Simulation Instruction, MCAS Beaufort, South Carolina will be eligible to participate in the Plan, and no Contributions will be made on behalf of such a person with respect to any pay period ending after May 28, 2017.

(g) Each Regular Employee of an Employing Company listed in Appendix 1-B who is a Participant in the Plan on January 1, 2016 shall begin to participate in the Company 2% Contribution Feature of the Plan with respect to the first payroll period that ends after January 1, 2016. An individual who becomes a Regular Employee of an Employing Company listed in Appendix 1-B shall begin to participate in the Company 2% Contribution Feature of the Plan with respect to the first payroll period ending after such Regular Employee's date of hire.

(h) Each Regular Employee of an Employing Company listed in Appendix 1-C on October 1, 2018 shall begin to participate in the Company 4% Contribution Feature with respect to the first payroll period that ends after October 1, 2018, or, if the Regular Employee was a participant in the Lockheed Martin Corporation Salaried Employee Retirement Plan ("LMRP"), such Regular Employee will become eligible for the 4% Company Contribution Feature for the first payroll coincident with January 1, 2020 following the freeze of credited service in the LMRP on December 31, 2019. An individual who becomes a Regular Employee of an Employing Company listed in Appendix 1-C after October 1, 2018 shall begin to participate in the Company 4% Contribution Feature of the Plan with respect to the first payroll period ending after such Regular Employee's date of hire.

## ARTICLE III
## CONTRIBUTIONS

**(1) CONTRIBUTION ELECTIONS:**

(a) (i) As required by Article II(2)(c) (except as set forth in Article III-B), an Eligible Employee must enter into an agreement in a form acceptable to the Plan Administrator under which he elects Before-Tax Contributions (see Section (2)), After-Tax Contributions (see Section (3)), or Roth Deferral Contributions (see Article III-A), or a combination thereof, in order to have such contributions credited to his Account. Subject to the limitations of Sections (2) and (3) of this Article III and of Article III-A, the Eligible Employee's contribution election must specify the percentages of the Eligible Employee's Base Salary to be contributed to the Trust Fund as Before-Tax Contributions. Roth Deferral Contributions, and/or After-Tax Contributions. The elected percentages must be in multiples of 1% of Base Salary. An Eligible Employee may elect Supplemental Before-Tax Contributions/Roth Deferral Contributions, or Supplemental After-Tax Contributions only if the Basic Before-Tax or Roth Deferral Contributions and/or Basic After-Tax Contributions that will be made by him, or on his behalf, are at the maximum level permitted under Sections (2)(a) and (3)(a) of this Article. For purposes of Article III(2) and III(5) the term, "Basic Before-Tax Contributions" shall mean a combination of Basic Before-Tax Contributions and/or Roth Deferral Contributions, and for purposes of Article III(3) and II(5), the term "Basic After-Tax Contributions" shall mean a combination of Basic After-Tax Contributions and Roth Deferral Contributions.

(ii) An Eligible Employee who (1) does not make an affirmative election to participate as set forth in subpart (a)(i) and (2) has not made an affirmative election to opt-out of participation in accordance with Article III-B shall be deemed to have elected to participate in the Plan in accordance with Article III-B.

(b) An Eligible Employee's contribution election shall become effective as follows:

(i) If an Employee is an Eligible Employee immediately before and as of the Effective Date, a contribution election in effect immediately before the Effective Date shall remain in effect until such time as it is changed or suspended in accordance with the terms of this Plan.

(ii) The contribution election of an Eligible Employee who:

(A) has voluntarily suspended contributions; or

(B) meets the eligibility requirements of Article II (other than an Eligible Employee described in subparagraph (i) above);

shall be effective within an administratively reasonable time after such election is received by the Plan Administrator, provided the election is submitted in accordance with the Plan Administrator's procedures.

(c) Subject to the limitations set forth in this Article III, an Eligible Employee's contribution election shall remain in effect until the Eligible Employee changes or suspends the election as provided in subsection (d) of this Section (1). If an individual ceases to be an Eligible Employee, his contribution election will be terminated, and no further Before-Tax, Roth Deferral, and After-Tax Contributions will be made under this Article III to the Plan unless and until he again becomes an Eligible Employee and a new agreement becomes effective. In the event of an adjustment in Base Salary, the dollar amount of contributions shall thereafter be automatically adjusted in accordance with the percentages set forth in the contribution election which is in effect at the time the adjustment in Base Salary is made.

(d) An Eligible Employee may suspend or change the level of either category of Before-Tax, Roth Deferral, or After-Tax Contributions effective within an administratively reasonable time after the Plan Administrator receives notice, in accordance with the procedures established by the Plan Administrator, of such suspension or change. A contribution election, as so modified, shall thereafter remain in effect as provided in subsection (c).

Notwithstanding any other provision of this Plan, an Eligible Employee who has elected to make a deferral for a calendar year under the Lockheed Martin Corporation Supplemental Savings Plan (the "Supplemental Savings Plan") or similar plan designated by the Plan Administrator may not suspend or change the level of Before-Tax, Roth Deferral or After-Tax Contributions under this Plan for such year after the date on which his deferral agreement under the Supplemental Savings Plan for such year (including any continuing deferral agreement) has become irrevocable under the terms of the Supplemental Savings Plan.

(e) Any Before-Tax Contributions, Roth Deferral Contributions, and After-Tax Contributions made pursuant to an Eligible Employee's contribution election shall be paid into the Trust Fund for investment according to the investment options selected by the Eligible Employee. Notwithstanding the foregoing, Before Tax Contributions made in accordance with a Deemed Enrollment Election shall be paid into the Trust Fund for investment in accordance with Article III-B and Article VI(2)(d).

(f) (i) Notwithstanding anything herein to the contrary, the effective date of a contribution election (under subsection (b)) or a contribution modification election (under subsection (d)) shall be delayed for any reasons that are appropriate in the sole and absolute discretion of the Plan Administrator, taking into account its duties under ERISA. Such a reason could include, for example, a

technological malfunction affecting the implementation of contribution elections and/or contribution modification elections.

(ii) In the case of a delay pursuant to this subsection (f), the effective date of an affected contribution election or contribution modification election shall be within an administratively reasonable time after the first date on which the reason for the delay no longer applies. In addition, the following rules shall apply to an affected contribution election and to an affected contribution modification election that would have increased the Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions made by or on behalf of an Eligible Employee (other than an affected contribution modification election that would have decreased the Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions made by or on behalf of an Eligible Employee). In such cases, the Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions that would have been made during the period of delay shall be made within an administratively reasonable time after the first date on which the reason for the delay no longer applies. The Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions that are made pursuant to the preceding sentence shall be treated as Basic Before-Tax Contributions, Roth Deferral Contributions, and/or Basic After-Tax Contributions to the extent that they would have been so treated if there had been no delay pursuant to this subsection (f).

(g) For purposes of the Plan, the term "contribution election" shall include a "Deemed Enrollment Election" as set forth in Article III-B.

**(2) BEFORE-TAX CONTRIBUTIONS:**

Before-Tax Contributions consist of Basic Before-Tax Contributions and Supplemental Before-Tax Contributions. Except as otherwise provided in Article XIII(2), an Eligible Employee may elect with respect to any pay period:

(a) Basic Before-Tax Contributions at a rate of up to 8% of his Base Salary for such pay period, and

(b) Supplemental Before-Tax Contributions at a rate of up to 32% of his Base Salary for such pay period).

Notwithstanding the foregoing, an Eligible Employee may not have Supplemental Before-Tax Contributions contributed with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals 8% of his Base Salary for such pay period.

**(3) AFTER-TAX CONTRIBUTIONS:**

After-Tax Contributions consist of Basic After-Tax Contributions and Supplemental After-Tax Contributions. Except as otherwise provided in Article XIII(2), an Eligible Employee may elect to make with respect to any pay period:

(a) Basic After-Tax Contributions at a rate (applied to his Base Salary for such pay period) up to the difference between 8% and the rate of Basic Before-Tax Contributions in effect for that Eligible Employee for the same pay period;

(b) Supplemental After-Tax Contributions at a rate (applied to his Base Salary for such pay period) up to the difference between 32% and the rate of Supplemental Before-Tax Contributions in effect for that Eligible Employee for the same pay period.

Notwithstanding the foregoing, an Eligible Employee may not contribute Supplemental After-Tax Contributions with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals 8% of his Base Salary for such pay period.

**(3A) RATIFICATION BONUS CONTRIBUTIONS:**

With respect to Participants who are employees of Sikorsky Aircraft Corporation who participate in the Plan pursuant to a collective bargaining agreement, contractual ratification bonuses may be contributed as Before-Tax Contributions to the extent provided in the collective bargaining agreement ("Ratification Bonus Contributions"). Matching Contribution shall be made in an amount equal to a 50% of such a Participant's Ratification Bonus Contributions. Matching Contributions under this Article III(3A) shall be subject to the terms of the Plan generally applicable to Matching Contributions and Corporation Matching Contributions.

**(4) ROLLOVER CONTRIBUTIONS:**

(a) The Plan Administrator may in its sole and absolute discretion permit an Employee to make one or more Rollover Contributions to the Trust Fund. For purposes of making a decision as to whether to permit a Rollover Contribution by an Employee, the Plan Administrator may in its sole and absolute discretion require the Employee or other parties to provide such information or documentation as the Plan Administrator deems appropriate. The Plan Administrator may but is not required to establish such rules and procedures as it deems appropriate with respect to the manner in which it will exercise its sole and absolute discretion under this Section (4)(a).

(b) A Rollover Contribution with respect to an Employee shall be credited to the Account of such Employee. No Matching Contributions will be made with respect to a Rollover Contribution.

**(5) MATCHING CONTRIBUTIONS:**

(a) Subject to the limitations set forth in this Article III and except as otherwise provided in Article IV(1)(a)(i), Article XIII(2), and Appendix 4, the Corporation, on behalf of the Employing Companies, shall cause a Matching Contribution to be allocated to the Account of each Eligible Employee in an amount equal to the greater of (i) 50% of the Basic Before-Tax and Basic After-Tax Contributions made by or on behalf of each such Eligible Employee or (ii) the amount described in Section (5)(b).

(b) The Matching Contribution required by Section (5)(a) shall be made in the following manner. First, with respect to each calendar month, the value of Shares that are or have been released from the Loan Suspense Account in accordance with Article V and that are available for allocation to the Account of each Eligible Employee in accordance with Article V shall be determined. If such amount available with respect to each Eligible Employee is less than the amount described in Section (5)(a)(i) for such calendar month, allocations shall be made under Article V for such calendar month, and additional Corporation Matching Contributions shall be made for such calendar month to increase Matching Contributions to an amount equal to the amount described in Section (5)(a)(i). If the amount available for allocation under Article V is equal to or greater than the amount described in Section (5)(a)(i) for such calendar month, allocations shall be made under Article V for such calendar month equal to the amount described in Section (5)(a)(i). Any additional amounts that are available for allocation under Article V but are not allocated pursuant to the preceding sentence shall be held for future allocation and treated as an amount available for allocation under Article V; provided that if, as of the last day of the Plan Year, (i) amounts have been allocated pursuant to the preceding sentence for the month of December of such Plan Year, and (ii) additional amounts are being held for future allocation pursuant to the first part of this sentence, such amounts shall be allocated in the manner set forth in subsection (c).

(c) (i) Amounts that are allocated under this subsection (c) for a Plan Year shall be allocated on behalf of individuals:

(A) Who are Eligible Employees on the last day of the Plan Year, and

(B) With respect to whom Basic After-Tax Contributions and/or Basic Before-Tax Contributions have been made for the Plan Year.

(ii) The amount that is allocated under this subsection (c) for a Plan Year on behalf of an individual described in clause (i) shall bear the same relationship to the total amount allocated under this subsection (c) on behalf of all individuals described in clause (i) for the Plan Year as the sum of the Basic After-Tax Contributions and Basic Before-Tax Contributions made by or on behalf of the individual for the Plan Year bears to the sum of the Basic After-Tax Contributions and Basic Before-Tax Contributions made by or on behalf of all individuals described in clause (i) for the Plan Year.

**(6) LIMIT ON TOTAL CORPORATION CONTRIBUTIONS:**

The total amount of Company Contributions, Corporation Matching Contributions and Before-Tax Contributions for a taxable year shall not be greater than the maximum amount of contributions permitted by law as a tax deductible expense to the Employing Companies for such taxable year under Section 404 of the Code, or under any other applicable provisions of the Code.

**(7) PLAN TO PLAN TRANSFER:**

(a) With respect to any Employee (or employee or former employee of the Employer or a predecessor employer), the Plan Administrator may in its sole and absolute discretion permit the Trustee to accept, as part of the Trust Fund, assets and liabilities that are (i) transferred from a plan qualified under Code Section 401(a) or 403(a) or (ii) received as a result of a merger or consolidation of such a plan into this Plan.

(b) Such property shall be credited to Participants' Accounts in accordance with applicable law, as directed by the Plan Administrator.

(c) Any Participant for whom such a transfer, merger, or consolidation is made shall be entitled to receive amounts attributable to the benefits accrued under the first plan (“First Plan”) in any optional form of payment available to the Participant under that plan to the extent required by Code Section 411(d)(6). In addition, optional forms of payment otherwise available under this Plan shall be available with respect to such amounts. Any contributions made under this Plan (along with income earned under this Plan) shall be paid only in the distribution forms available under Articles IV and VII, and any distribution form available under the First Plan that is not available under this Plan shall be deemed to be eliminated prospectively under this Plan, effective on the day the transfer becomes effective.

(d) Except to the extent otherwise provided in this Plan, or to the extent that the context indicates otherwise, amounts attributable to the First Plan shall, for all purposes, be treated in the same manner as analogous amounts attributable to this Plan. For example, amounts attributable to after-tax contributions to the Savings Plan II shall be treated in the same manner as amounts attributable to After-Tax Contributions for purposes of Article IV. On the other hand, pursuant to Article IV(7)(o), after-tax contributions to a Prior Plan shall not be treated in the same manner as amounts attributable to After-Tax Contributions for purposes of Sections (1) through (6) of Article IV, but rather shall be governed by the provisions of Article IV(7).

(e) In the case of such a transfer, merger, or consolidation, amounts attributable to the benefits accrued under the First Plan shall be held and administered in accordance with applicable law. To the extent required to comply with applicable law, the provisions of such First Plan, including without limitation provisions regarding

withdrawal restrictions and spousal consent to Distributions, shall be incorporated by reference into this Plan. On the other hand, provisions of such First Plan that are not required to comply with applicable law, such as provisions regarding spousal consent to Distributions under a plan to which Code Section 401(a)(11) does not apply, shall not be incorporated herein by reference, but rather shall cease to apply except as otherwise provided herein.

(f) This Section (7) does not apply to any Rollover Contribution to which Section (4) applies.

**(8) NONDISCRIMINATION RULES:**

This Section (8) shall only apply to the extent required by law.

(a) Contributions and forfeitures under the Plan shall satisfy the actual deferral percentage test set forth in Code Section 401(k)(3) and the contribution percentage test set forth in Code Section 401(m)(2) (taking into account all applicable rules as of the effective date of such rules, including the rules under Code Section 401(m)(9) regarding multiple use of the alternative limitation and the rules regarding aggregation of plans and contributions), as incorporated herein by reference. Any initial violation of the rule regarding multiple use of the alternative limitation shall be deemed to be an initial violation of the contribution percentage test (rather than a violation of the actual deferral percentage test) and accordingly shall be corrected in the manner set forth in Section (8)(c).

(b) In the event that contributions under the Plan initially fail to satisfy the actual deferral percentage test set forth in Code Section 401(k)(3), such failure shall be corrected by (i) in the sole and absolute discretion of the Plan Administrator, the recharacterization of Excess Contributions as After-Tax Contributions to the extent and for the purposes permitted by Code Section 401(k)(8), and (ii) the distribution, within the period set forth in Code Section 401(k)(8), of Excess Contributions that are not recharacterized (adjusted by any income or loss attributable to such Excess Contributions) to the Participants to whom such Excess Contributions are distributable under Code Section 401(k)(8). Any previous distributions of Excess Deferral Amounts pursuant to Section (9) shall be taken into account, in accordance with applicable law, in determining the amount of Excess Contributions for purposes of this Section (8)(b).

With respect to any Participant, the Excess Contributions that are recharacterized or distributed shall be deemed to consist first of Supplemental Before-Tax Contributions; and second, after all such Supplemental Before-Tax Contributions have been recharacterized or distributed, Basic Before-Tax Contributions. Notwithstanding anything herein to the contrary, if a Basic Before-Tax Contribution is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution shall be forfeited except to the extent that such Matching Contribution would be distributed pursuant to Section (8)(c).

(c) In the event that contributions and forfeitures under the Plan initially fail to satisfy the contribution percentage test set forth in Code Section 401(m)(2), such failure shall, except as otherwise provided in this Section (8)(c), be corrected by the distribution, within the period set forth in Code Section 401(m)(6), of Excess Aggregate Contributions (adjusted by any income or loss attributable to such Excess Aggregate Contributions) to the Participants to whom such Excess Aggregate Contributions are distributable under Code Section 401(m)(6). If a Forfeitable Matching Contribution would be distributed under this Section (8)(c) but for this sentence, such Matching Contribution shall be forfeited. For purposes of the preceding sentence, a Forfeitable Matching Contribution is a Matching Contribution that is not vested under Article VII(10)(a) as of the last day of the Plan Year for which the Matching Contribution is allocated.

With respect to any Participant, the Excess Aggregate Contributions that are distributed (or forfeited) shall be deemed to consist first of Supplemental After-Tax Contributions; second, after all such Supplemental After-Tax Contributions have been distributed, Basic After-Tax Contributions and the corresponding amount of Matching Contributions; and third, after all such Basic After-Tax Contributions and corresponding Matching Contributions have been distributed, other Matching Contributions.

(d) In the event that contributions and forfeitures under the Plan initially fail to satisfy both the actual deferral percentage test and the contribution percentage test, the correction described in Section (8)(b) with respect to the actual deferral percentage test shall apply first.

(e) For purposes of this Section (8), the determination of the income or loss attributable to Excess Contributions or Excess Aggregate Contributions shall be made in accordance with Article VI, provided that, the applicable income or loss shall be determined through date of distribution (or a date no more than seven days before the date of distribution).

(f) Distributions under this Section (8) shall be made notwithstanding any other provision of the Plan.

(g) Notwithstanding anything herein to the contrary, with respect to any Plan Year, the Corporation, on behalf of the Employing Companies, may, in its sole and absolute discretion, make QNECs. Any such QNECs shall be allocated among the Accounts of all Employees in proportion to their Base Salary for the Plan Year, except to the extent that the Corporation elects to allocate the QNECs only among specific Employees that it designates. Any such QNECs shall be taken into account for purposes of applying this Section (8), provided that, such QNECS must satisfy the requirements of Treasury Regulation section 1.401(k)-2(a)(6)(iv).

(h) For purposes of the tests in Code Sections 401(k)(3) and 401(m)(2) (taking into account all applicable rules as of the effective dates of such rules, including the

rules under Code Section 401(m)(9) and the rules regarding the aggregation of plans and contributions), as set forth in this Section (8):

(a) The current year testing method (as described in the last sentence of Code Section 401(k)(3)(A) and the last sentence of Code Section 401(m)(2)(A)) shall be used, and

(ii) Internal Revenue Service guidance that has been or shall be issued under the applicable Code Sections is hereby incorporated by reference, subject to any applicable effective dates and transition rules contained therein.

(i) The multiple use test described in Treasury Regulation section 1.401(m)-2 and this section shall not apply.

(j) Company Contributions under the Plan shall satisfy the applicable nondiscrimination tests under Code section 401(a)(4) taking into account all applicable rules as of the effective date of such rules and the rules regarding aggregation of plans and contributions.

**(9) LIMIT ON ELECTIVE DEFERRALS:**

(a) With respect to any Participant, the sum, for a calendar year, of (i) Before-Tax Contributions under this Plan, and (ii) Elective Deferrals under all other plans, contracts, or arrangements maintained by the Employer, shall not exceed the limit in effect for such year under Code Section 402(g).

(b) If, notwithstanding the prohibition in Section (9)(a), a Participant has exceeded the limit on Elective Deferrals set forth in Code section 402(g) for a calendar year, the Participant may request a distribution of any or all of his Excess Deferral Amount, adjusted by income or loss attributable thereto for the calendar year. Such request must be made in a manner prescribed by the Plan Administrator no later than the following March 1. Such request shall include the Participant's statement of the Participant's Excess Deferral Amount and the portion of such Excess Deferral Amount requested to be distributed from the Plan. The Plan Administrator may require further information or evidence from the Participant to establish the foregoing. However, with respect to an Excess Deferral Amount that exists taking into account solely Elective Deferrals under plans, contracts, and arrangements of the Employer, the Employer may submit the request to the Plan Administrator and such request may be submitted on or before the following April 15.

Any Excess Deferral Amount for which a request is properly submitted under the preceding paragraph, and the income or loss attributable thereto for the calendar year to which the Excess Deferral Amount relates, shall be distributed no later than April 15 of the immediately succeeding calendar year, notwithstanding any other provisions of the Plan. The determination of income or loss attributable to Excess Deferral Amounts shall be made in accordance with Article VI.

A distribution made under this Section (9)(b) may be made prior to the expiration of the calendar year to which the excess deferral relates, but in no event earlier than the date on which the Plan received the excess deferral.

Any distribution made under this Section (9)(b) shall be designated in a manner prescribed by the Plan Administrator as a distribution of excess deferrals; the request submitted by the Participant or the Employer shall be deemed to be a designation by the Participant of the distribution as a distribution of excess deferrals.

The Excess Deferral Amount shall be reduced in accordance with Treasury Regulation § 1.402(g)-1(e)(6) (or any applicable successor provision).

**(10) MAXIMUM ADDITIONS:**

(a) Notwithstanding anything contained herein to the contrary, the Annual Addition of a Participant for any Plan Year shall not exceed the limits set forth under Code Sections 415(c)(1) and 415(d).

(b) If a Participant's projected Annual Addition for a Plan Year would exceed the limitations of subsection (a), the necessary reductions in Annual Additions shall be made pursuant to Article III(11) and in the following order: first, under this Plan, and secondly, under any other Defined Contribution Plan. Any reductions required under this Plan, to satisfy the limitations of subsection (a), shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; third, by reducing the amount of the Participant’s Basic After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fourth, by reducing the amount of the Participant’s Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; fifth, by reducing any remaining Matching Contributions, and sixth, by reducing any Company Contributions.

(d) Correction of excess Annual Additions shall be made in accordance with the methods described in the Internal Revenue Service Employee Plans Compliance Resolution System.

(e) Any reduction of Matching Contributions, Company Contributions, or nonelective contributions under subsection (d)(iii), (iv), or (v), shall be treated in accordance with Treasury Regulation § 1.415-6(b)(6)(ii) (or any applicable successor provision).

(f) For purposes of applying this Section (10), the compensation taken into account with respect to a Participant shall be such Participant’s Compensation.

**(11) COMPLIANCE:**

Notwithstanding anything herein to the contrary, the Plan Administrator shall, on a prospective basis, reject any election under Sections (2) or (3) or reduce the amount of Before-Tax Contributions or After-Tax Contributions elected (and the corresponding Matching Contributions) even if such election has already become effective, or Company Contributions, to the extent that the Plan Administrator, in its sole and absolute discretion, deems it necessary or appropriate to ensure that contributions under the Plan comply with the rules set forth in Sections (8), (9), or (10), or otherwise to ensure the Plan's qualified status or to ensure that the Plan's cash or deferred arrangement is qualified under Code Section 401(k) and its profit-sharing arrangement is qualified under Code section 401(a).

The Plan Administrator's authority under the preceding paragraph to reject or reduce an election based on the rules set forth in Section (8) or on other nondiscrimination rules shall apply not only to Highly Compensated Employees but also to Employees that the Plan Administrator considers in its sole and absolute discretion to be similarly situated. For example, an individual who is first employed by the Employer in the current Plan Year may not be a Highly Compensated Employee but the Plan Administrator could, in its sole and absolute discretion, consider him to be similarly situated with respect to Highly Compensated Employees if, inter alia, such individual's rate of base pay equals or exceeds the dollar amount in effect in the preceding Plan Year under Code Section 414(q)(1)(B)(i).

In the event of a rejection or reduction described in the preceding paragraphs with respect to Before-Tax Contributions, the Plan Administrator may, in its sole and absolute discretion and to the extent permitted under the Code and ERISA, treat the affected Eligible Employee as having elected to make After-Tax Contributions in lieu of Before-Tax Contributions; such After-Tax Contributions shall be Basic After-Tax Contributions or Supplemental After-Tax Contributions, as determined under the otherwise applicable provisions of this Plan. The preceding sentence shall apply, in the converse, to rejections or reductions with respect to After-Tax Contributions. Notwithstanding anything herein to the contrary, if, with respect to any Plan Year, an Eligible Employee is or becomes a participant in the Lockheed Martin Corporation Supplemental Savings Plan (the "Supplemental Savings Plan") and such Eligible Employee’s deferral agreement under the Supplemental Savings Plan takes effect when the Eligible Employee’s Before-Tax Contributions under this Plan for such Plan Year equal the applicable limit under Code Section 402(g), no After-Tax Contributions shall be made by such Eligible Employee for any portion of such Plan Year on or after the date such Eligible Employee’s deferral agreement under the Supplemental Savings Plan so takes effect.

Any reduced election under the first paragraph of this Section (11) or deemed election under the third paragraph of this Section (11) shall be subject to all otherwise applicable requirements, including those set forth in Section (1)(a), provided that a reduced election and/or deemed election attributable to the limits set forth in Sections (9)(a) or (10) shall only be subject to such requirements to the extent required by law.

All acts of the Plan Administrator under this Section (11) shall be made in a manner permitted under the Code and ERISA.

**(12) HIGHLY COMPENSATED EMPLOYEE STATUS:**

Notwithstanding anything herein to the contrary, for purposes of all provisions of the Code that refer to the definition of "highly compensated employee" contained in Code Section 414(q), the definition in this Plan of "highly compensated employee" shall be the definition contained in Article I(53).

**(13) CATCH-UP CONTRIBUTIONS:**

For purposes hereof, "Catch-Up Contribution" shall mean an elective deferral permitted under Code Section 414(v). An employee who is eligible to make elective deferrals under this Plan, who has attained age 50 before the close of the plan year in question, and who satisfies the requirements of Code Section 414(v)(5)(A) regarding Code or Plan limits (a "Catch-Up Eligible Employee") shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. Such Catch-Up contributions shall be considered Supplemental Before-Tax Contributions, but shall be in addition to Supplemental Before-Tax Contributions otherwise permissible under the Plan. Such Catch-Up Contributions shall not be subject to or eligible for any employer Matching Contribution of any type. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions.

A Catch-Up Eligible Employee may elect to make Catch-Up Contributions by properly following the election procedures for Catch-Up Contributions established by the Plan Administrator. A Catch-Up Eligible Employee's election to make Catch-Up Contributions must specify the dollar amount (in whole dollar increments ranging between $1 and the catch-up limit for the year under Code Section 414(v)) to be deducted from his pay each pay period and contributed to the Plan as a Catch-up Contribution on his behalf. Notwithstanding the foregoing, the maximum Catch-Up Contribution permitted for a year shall not exceed the maximum amount of Catch-Up Contribution permitted under Code Section 414(v) for the year.

**(14) GAP PERIOD INCOME**:

Notwithstanding anything in the Plan to the contrary, distributions of excess deferrals, excess contributions, and excess aggregate contributions shall not include earnings or losses from the end of the Plan Year for which the contributions were made and the date of the distributions.

## ARTICLE III-A
## ROTH DEFERRAL CONTRIBUTIONS

### (1) GENERAL

The Plan will accept Roth Deferral Contributions made on behalf of Participants. An Eligible Employee's contribution election must specify the percentage (if any) of the Eligible Employee's Base Salary to be contributed to the Trust Fund as Roth Deferral Contributions, and the elected percentage must be in a multiple of 1% of Base Wages. An Eligible Employee's Roth Deferral Contributions will be allocated to a separate sub-account maintained for such deferrals as described in Section 2.

### (2) SEPARATE ACCOUNTING

(a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Deferral Contribution sub- account maintained for each Participant. The Plan will maintain a record of the amount of Roth Deferral Contributions in each Participant's account.

(b) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Contribution sub-account and the Participants other accounts under the Plan.

(c) No contributions other than Roth Deferral Contributions and properly attributable earnings will be credited to each Participant's Roth Deferral Contribution sub-account.

### (3) DIRECT ROLLOVERS

(a) Notwithstanding Article VII (7)(d), a direct rollover of a distribution from a Roth Deferral Contributions sub-account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) Notwithstanding Article I (102) or Article III(4), the Plan will accept a rollover contribution to a Roth Deferral Contribution sub-account only if it is a direct rollover form another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) To the extent that the Plan limits direct rollovers of amounts that are reasonably expected to total less than $200 during a year, the Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Deferral Contributions sub-account if the amounts of the

distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Deferral Contributions sub-account is not taken into account in determining whether distributions from a Participant's other sub-accounts are reasonably expected to total less than $200 during a year. In applying the default rollover provisions of Article VII(7)(f) of the Plan, amounts in the Participant's Roth Deferral Contributions sub-account and amounts in the Participant's other accounts under the Plan are treated as accounts held under two separate plans in determining whether a mandatory distribution exceeds $1000.

(d) To the extent that the Plan allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500, such provision will be applied by treating any amount distributed from the Participant's Roth Deferral Contributions sub-account as a separate distribution from any amount distributed from the Participant's other sub-accounts in the Plan, even if the amount are distributed at the same time.

**(4) CORRECTION OF EXCESS CONTRIBUTIONS**

(a) In the case of a re-characterization or distribution of Excess Contributions pursuant to Article III (8), Excess Contributions that are re-characterized or distributed shall be deemed to consist first of Supplemental Roth Deferral Contributions; second, of Supplemental Before-Tax Contributions; third, of Basic Roth Deferral Contributions, and fourth, of Basic Before-Tax Contributions. If a Basic Before-Tax Contribution (including a Basic Roth Deferral Contribution) is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution (including a Basic Roth Elective Deferral) shall be forfeited except to the extent such Matching Contribution would be distributed pursuant to Section 8(e).

(b) In the case of a reduction in Annual Additions under Article III (10) (relating to Code Section 415), any reductions required under this Plan shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Roth Deferral Contributions; third, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; fourth, by reducing the amount of the Participant's Basic-After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions ; fifth, by reducing the amount of the Participant's Basic Roth Deferral Contributions, which shall similarly reduce the amount of related Matching Contributions; sixth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; seventh, by reducing any remaining Matching Contributions; and eighth, by reducing any Company Contributions.

(c) For the purposes of this sub-part (5), "Basic Roth Deferral Contributions" shall mean Roth Deferral Contributions which are subject to Matching Contributions,

and Supplemental Roth Deferral Contributions shall mean Roth Deferral Contributions which are not subject to Matching Contributions.

**(5) TREATMENT OF ROTH DEFERRAL CONTRIBUTIONS**

(a) Unless specifically stated otherwise, Roth Deferral Contributions will be treated as elective deferrals for all purposes under the Plan. Accordingly, references in the Plan to "Before-Tax Contributions and After-Tax Contributions" will generally mean Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions. Roth Deferral Contributions shall be treated as Before-Tax Contributions for purposes of Article III(13) (Catch-up Contributions) and for purposes of Plan limitations related to actual deferral percentage test under Code section 410(k)(3) or limits on elective deferrals under Code Section 402(g).

(b) For purposes of Article III (2) and III (5) the term, "Basic Before-Tax Contributions" shall mean a combination of Basic Before-Tax Contributions and/or Roth Deferral Contributions, and for purposes of Article III(3) and II(5), the term "Basic After-Tax Contributions" shall mean a combination of Basic After-Tax Contributions and Roth Deferral Contributions. Thus, for example, for purposes of Article III (2), the amount of non-Roth Basic Before-Tax Contributions and matched Roth Deferral Contributions combined may not exceed 8% of the Participant's Base Salary; and for purposes of Article III(5), the maximum amount of contributions which may be subject to a related Matching Contribution (including Before-Tax Contributions, Roth Deferral Contributions, and After-Tax Contributions combined) will be 8% of Base Salary. Notwithstanding the foregoing, the maximum amount of Basic Before-Tax and Basic Roth Deferral Contributions for Sikorsky Participants is set forth in Appendix 4.

(c) Notwithstanding (a) above, Roth Deferral Contributions shall not be counted for purposes of Article IV(1) (After-Tax Withdrawals) other than as described in Article III-C. Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts) may be transferred to a Roth Self-Managed Account under Article VI of the Plan. Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts, but excluding Roth Deferral Contributions, rollovers of Roth amounts, and In-Plan Roth Rollover amounts invested in a Roth Self-Managed Account) shall be available for a loan from the Plan under Article VIII.

**(6) DEFINITIONS**

(a) Roth Deferral Contribution shall mean an elective deferral that is:

(i)Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Before-Tax Contributions the Participant is otherwise eligible to make under the Plan; and

(i)Treated as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

## ARTICLE III-B
## ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

**(1) RULES OF APPLICATION**

(a) This Article III-B is intended to comply with the requirements of Code Section 414(w), and is to be interpreted accordingly.

(b) Default Elective Deferrals will be made on behalf of a Covered Employee who has not made an Affirmative Election regarding Elective Deferrals during the period beginning on the date he/she became an Eligible Employee and ending 30 calendar days thereafter (the "Deemed Election Period"). Such Default Elective Deferrals will commence within an administratively reasonable time after the end of the Deemed Election Period.

(c) During the Plan Year that a Participant becomes a Covered Employee and has a Default Elective Deferral, the amount of Default Elective Deferrals made for a Covered Employee (the "Default Percentage") is equal to 4% of Base Salary for each pay period. For each subsequent calendar year, a Covered Employee's Default Percentage will increase to the next higher 1% multiple of Base Salary effective as soon as practicable after the Auto Escalation Date for the year (so, for example, a Covered Employee who was contributing at the 4% rate for the previous year will have his Default Percentage increased to 5% of Base Salary effective as soon as practicable after the Auto Escalation Date for the year). The Participant's Default Percentage shall be increased each succeeding year to the next higher 1% multiple of Base Salary in accordance with this Section 1.2 until (i) the Participant ceases to be a Covered Employee (either by making an affirmative election to cease Elective Deferrals or by making an affirmative election with respect to the amount of Elective Deferrals) or (ii) the Participant's Default Elective Deferral Percentage reaches 12% of Base Salary. The Auto Escalation Date for a calendar year shall be the pay date of the first payroll period which occurs in March of the year.

(d)As soon as practicable after becoming a Covered Employee, the Covered Employee shall be given a notice as set forth in Section (iv)(a) of this Article III-B. In accordance with Section 1.2 above, a Covered Employee shall have a reasonable opportunity after receipt of the notice to make an Affirmative Election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the covered Employee makes an Affirmative Election.

(e) If a Covered Employee makes an Affirmative Election (either during the Deemed Election Period of thereafter) such Affirmative Election shall be effective as set forth in Section (1)(b) or (d) of Article III, as appropriate from the context. Such Employee will not thereafter be Covered Employee unless he or she again becomes an Eligible Employee on account of a new employment action.

(f) Unless otherwise specified by a Covered Employee, Default Elective Deferrals will be invested in accordance the Article VI(2)(d) of the Plan.

**(2) DEFINITIONS**

(a) An "Eligible Automatic Contribution Arrangement" or "EACA" is an automatic contribution arrangement that satisfied the uniformity requirement in Section 3 of this Article and the notice requirement in Section 4 of this Article.

(b) As the context requires, an "Affirmative Election" means either (i) an affirmative election not to have any Elective Deferral Contributions made (including a election during the Deemed Enrollment Period to opt-out of Default Elective Deferrals or an affirmative election to suspend contributions as set forth in Section (1)(d) of Article III), (ii) an affirmative election (in accordance with Section(1) (a)(i) of Article III) to make Before-Tax or After-Tax Contributions, (iii) an affirmative election to modify contributions in accordance with Section (1)(d) of Article III, or (iv)an affirmative election not to have the Default Percentage increased pursuant to Section (1)(b) of this Article III-B. An Affirmative Election must be made in such manner and such time as established by the Plan Administrator for such purpose.

(c) An "Automatic Contribution Arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of compensation will be withheld from the Covered Employee's Base Salary and contributed to the Plan as a Before-Tax Contribution.

(d) A "Covered Employee" means an Eligible Employee who does not have an Affirmative Election in effect regarding Elective Deferral Contributions. Notwithstanding the foregoing, an Eligible Employee shall also not be a Covered Employee for any period after he ceases to have Default Elective Deferrals made on his behalf.

(e) "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferral Contributions.

(f) The "Default Percentage" is the percentage of a Covered Employee's Base Salary contributed to the Plan as a Default Elective Deferral as set forth in Section (1)(c) hereof.

(g) "Elective Deferrals" means Before –Tax Contributions.

(h) "Elective Deferral Contributions" means Before Tax Contribution or After-Tax Contributions as elected by an Eligible Employee.

**(3) UNIFORMITY REQUIREMENT**

(a)Except as provided in Section (3)(b) below or in Section (1)(a), the same percentage of Base Salary will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.

(b) Default Elective Deferrals will be reduced or stopped to meet the limitations under Code sections 401(a)(17), 402(g), and 415.

**(4) NOTICE REQUIREMENT**

(a) At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than 90 days before the employee becomes a Covered Employee but no later than the date the employee becomes subject to Default Elective Deferrals.

(b) The notice must accurately describe:

(1) The amount of Default Elective Deferrals that will be made on the Covered Employees behalf in the absence of an affirmative Election;
(2) The Covered Employee's right to elect to have no Elective Deferral Contributions made on his or her behalf or to have a different amount of Elective Deferral Contributions made;
(3) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
(4) Where applicable, the Covered Employee's right to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

**(5) WITHDRAWAL OF DEFAULT ELECTIVE DEFERRALS**

(a) No later than 90 days after the first payroll period for which Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals (provided he is a Covered Employee at the time of the request). No spousal consent is required for a withdrawal under this Section 5. A Covered Employee will not be eligible for a distribution under this Section 5 if he has made an investment change election in accordance with Article VI (2)(c)(ii) with respect to Default Elective Deferrals or if the Covered Employee has made any other withdrawals under the Plan.

(b) The amount to be distributed from the plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals for each payroll period beginning before the refund request, as adjusted by gains, losses, and generally applicable fees through the date of the distribution (or a date that is no more than 7 days before the date of the distribution). Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(c) Any withdrawal request will be treated as an Affirmative Election to stop having Elective Deferrals made of the Covered Employee's behalf as of the date specified in Section(5)(b) above (and accordingly, a Covered Employee who makes a withdrawal request will cease to be a Covered Employee). A Participant who has made a withdrawal request may, however, make Elective Deferral Contributions in accordance with an affirmative election pursuant to the procedures in Section (1)(a)(i) or Section (1)(d) of Article III of the Plan.

(d) Subject to the last sentence of this Section (5)(d), Default Elective Deferrals distributed pursuant to this Section (5) are not counted towards the dollar limitation on Elective Deferrals contained in Code sections 402(g) nor the actual deferral percentage (ADP) test set forth in Code Section 401(k)(3). Matching Contributions, if any, that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section (5( and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section (5) will be forfeited. To the extent required under the Code, if a Covered Employee whose Default Elective Deferrals have been distributed pursuant to this Section (5) re-enrolls in the Plan during the same Plan Year, such withdrawn elective deferrals shall be counted towards the applicable limitations under Code sections 401(a)(17), 402(g), and 415 for the Plan Year.

## ARTICLE III-C
## IN-PLAN ROTH ROLLOVERS

**(1) DEFINITIONS**

(a) In-Plan Roth Rollover. "In-Plan Roth Rollover" means an Eligible Rollover Distribution that a Participant elects to convert and deposit in his or her In-Plan Roth Rollover Account via a direct rollover.

(b) In-Plan Roth Rollover Sub-Account. "In-Plan Roth Rollover Sub-Account" means the subaccount to which an In-Plan Roth Rollover is deposited.

(c) Eligible In-Plan Roth Rollover Participant. The term "Eligible In-Plan Roth Rollover Participant" includes:

(1) A Participant who has not terminated employment with the Company regardless of age ("Active In-Plan Roth Rollover Participant");

(2) Participant who has not terminated employment with the Company and who has attained age 59 1/2 ("Age 59 $^{1}/_{2}$ In-Plan Roth Rollover Participant");

(3) Participant who has terminated employment with the Company ("Terminated In-Plan Roth Rollover Participant");

(4) The Spouse of a deceased Participant who is the beneficiary of the Participant's Account or the spouse or former spouse of a Participant who is an alternate payee under a Qualified Domestic Relations Order (Spousal In-Plan Roth Rollover Participant").

(d) In-Service Distribution. "In-Service Distribution" means an amount that is available for distribution while a Participant is actively employed by the Company.

**(2) IN-PLAN ROTH ROLLOVERS**

(a) Effective Date; Type and Frequency of In-Plan Roth Rollovers. Notwithstanding anything in the Plan to the contrary, an Eligible In-Plan Roth Rollover Participant may elect to convert all or a portion of his or her distributable savings Plan Account sources as an In-Plan Roth Direct Rollover one time per calendar year. An In-Plan Roth Rollover may not be accomplished through a 60-Day Rollover.

(b) In-Plan Roth Rollover Sub-Accounts. In-Plan Roth Rollover amounts will be transferred from the sub-account in which such amounts are held prior to the In-Plan Roth Rollover into an In-Plan Roth Rollover Sub-Account in the Participant's Roth Deferral Contribution sub-account. Any such transfer shall be made on a pro-rata basis from the available sources described herein.

(c) Amounts available for In-Plan Roth Rollovers. In addition to any Eligible Rollover Distribution available under the Plan and notwithstanding anything contained in the Plan (including Article III-A(3) of the Plan) to the contrary, an Eligible In-Plan Roth Rollover

Participant may elect an In-Plan Roth Rollover with respect to all or any portion of the distributable savings plan Account (excluding amounts set forth in (d) below) as follows:

(1) Active In-Plan Roth Rollover Participants. Subject to the exclusions in Section 2(d) below, an Active In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(a) Rollover Contributions and earnings thereon; and

(b) Prior Plan Company, Profit-Sharing, and Matching Contributions eligible for withdrawal prior to Age 59 $^1/_2$ under Article IV of the Plan and earnings thereon;

(2) Active In-Plan Roth Rollover Participants under Age 59 $^1/_2$ who have been Participants in the Plan for at least 5 Years. Subject to the exclusions in Section (2)(d) below, an Active In-Plan Roth Rollover Participant under Age 59 $^1/_2$ who has been a Participant in the Plan for at least 5 years, may elect an In-Plan Roth Rollover with respect to:

(a) Contributions and earnings described in Section (2)(c)(1) above;

(b) Matching Contributions (except as otherwise provided in this Article III-B) and earnings thereon; and

(c) Prior Plan Company, Profit-Sharing, and Matching Contributions to the Plan, if any, other than those described in Article IV of the Plan and earnings thereon (except as provided in (3)(c) below).

(3) Age 59 $^1/_2$ In-Plan Roth Rollover Participants. Subject to the exclusions in Section (2)(d) below, an Age 59 $^1/_2$ In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(a) Contributions and earnings described in Section (2)(c)(1) and (2) above;

(b) Before-Tax Contributions (excluding Roth Deferral Contributions) and earnings thereon;

(c) Prior Plan Company, Nonelective, Profit Sharing, and Matching Contributions available at Age 59 $^1/_2$.

(4) Terminated In-Plan Roth Rollover Participants and Spousal In-Plan Roth Rollover Participants. Excluding contributions to the Plan that require spousal consent for In-Service Distribution and Company Contributions, a Terminated In-Plan Roth Rollover Participant or a Spousal In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to contributions and earnings thereon described in Section (2)(c)(1),(2), and (3) above.

(5) After-Tax In-Plan Roth Rollover. An In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to After-Tax Contributions and earnings thereon. Any amount requested for such an In-Plan Roth Rollover shall only be taken from the Participant's After-Tax Contributions balance. Both After-Tax Contributions and earnings thereon shall be converted proportionally for all such In-Plan Roth Rollovers.

(d) Amounts Not Eligible for In-Plan Roth Rollover. Notwithstanding the foregoing, the following types of contributions (and earnings thereon) are not eligible for In-Plan Roth Rollover by a Participant who is an active Employee of the Company:

(1) Contributions, other than After-Tax Contributions, that if withdrawn, would trigger suspension of matching contributions;

(2) Contributions to the SSP that require spousal consent for In-Service Distribution;

(3) Contributions made as Roth Deferral Contributions or rollovers of Roth amounts;

(4) Contributions to the IRA Contribution Account of Vought Systems Participants;

(5) Hardship Withdrawals;

(6) Company Contributions.

**(**e) Additional In-Service Distributions for In-Plan Roth Rollovers; Ordering. To the extent that the Plan currently does not provide for In-Service Distributions (Withdrawals) of the contribution sources described this Article III-B, the Plan is amended to provide for In-Service Distributions of such contribution sources, at the time a Participant has satisfied the conditions set forth in this Article III-B above, but only for the purposes of facilitating an In-Plan Roth Rollover and not for any other distribution or withdrawal.

(f) Spousal Consent. Regardless of any spousal consent requirements set forth in the Plan, spousal consent is not required in connection any In-Plan Roth Rollover of an eligible contribution source.

(g) Restrictions on Immediate Distributions. Any In-Plan Roth Rollover shall be taken into account in determining any cash-out threshold or other restrictions on immediate distribution and a notice of the Participant's right to defer receipt of the distribution is not triggered by an In-Plan Roth Rollover.

(h) Code Section 411(d)(6) Cutback. In no event shall this amendment eliminate any distribution right under the Plan that is protected under Code Section 411(d)(6).

(i) Code Section 408A(d)(6) Recharacterization. The recharacterization rules set forth in Code section 408A(d)(6) do not apply to an In-Plan Roth Rollover from the Plan.

(j) Administrative Procedures. The Plan Administrator shall establish rules, fees, and procedures with respect to In-Plan Roth Rollovers which shall be applied in a uniform and nondiscriminatory manner. No tax withholding shall be applied to In-Plan Roth Rollovers, and

all Eligible In-Plan Roth Rollover Participants are responsible for paying all applicable taxes on In-Plan Roth Rollovers.

## ARTICLE III-D
## COMPANY 2% CONTRIBUTION FEATURE

(1) Company Contributions under this Article III-D shall be made on behalf of Eligible Employees of an Employing Company listed in Appendix 1-B regardless of whether the Eligible Employee elects to participate in the 401(k) Feature of the Plan pursuant to Article III.

(2) 2% Company Contributions. Subject to the limitations set forth in Article III, the Corporation, on behalf of the Employing Companies listed in Appendix 1-B, shall cause a Company Contribution to be allocated to the Account of each Eligible Employee described in Article II(2)(h) in an amount equal to 2% of such Eligible Employee's Base Salary.

(3) Company Contributions under this Article III-D shall be credited to a Company Contribution sub-account maintained for each Participant.

**ARTICLE III-E**
**COMPANY 4% CONTRIBUTION FEATURE**

(1) Company Contributions under this Article III-E shall be made on behalf of Eligible Employees of an Employing Company listed in Appendix 1-C regardless of whether the Eligible Employee elects to participate in the 401(k) Feature of the Plan pursuant to Article III.

(2) 4% Company Contributions. Effective October 1, 2018 (or January 1, 2020 with respect to Eligible Employees who ceased to accrue credited service in the Lockheed Martin Corporation Salaried Employee Retirement Program as of December 31, 2019), subject to the limitations set forth in Article III, the Corporation, on behalf of the Employing Companies listed in Appendix 1-C, shall cause a Company Contribution to be allocated to the Account of each Eligible Employee described in Article II(2)(i) in an amount equal to 4% of such Eligible Employee's Base Salary.

(3) Company Contributions under this Article III-E shall be credited to a Company Contribution sub-account maintained for each Participant.

## ARTICLE IV
## WITHDRAWALS

**(1) WITHDRAWALS OF AFTER-TAX, MATCHING, AND ROLLOVER CONTRIBUTIONS,:**

(i) A Participant may for any purpose withdraw any portion of his Account (including associated earnings) attributable to After-Tax Contributions, Rollover Contributions, or, except with respect to amounts attributable to the Savings Plan II, Matching Contributions made to the Plan before the beginning of the first payroll period in the July 1989 fiscal accounting month of Lockheed Corporation. Company Contributions are not eligible for withdrawal. Any withdrawal of After-Tax Contributions under this Section (1) shall be made in the following order:

| **Order** | **After-Tax Contribution Source** |
|---|---|
| First | After-Tax Contributions |
| Second | Ratification Bonus After-Tax Contributions |
| Third | After-Tax Rollover Contributions |
| Fourth | In-Plan Roth Rollover of After-Tax Contributions |

Any withdrawal of Rollover Contributions under this Section (1) shall be made in the following order:

| **Order** | **Rollover Source** |
|---|---|
| First | Rollover Contributions (Non-After Tax/Roth) |
| Second | Roth Rollover Contributions |
| Third | In-Plan Roth Rollover of Rollover Contributions |

**(2) HARDSHIP WITHDRAWALS:**

(a) (i) A Participant may, on account of hardship, withdraw any portion of his Account attributable to Before-Tax Contributions. Company Contributions are not eligible for hardship withdrawals. A Participant shall be deemed to have incurred a hardship only if he demonstrates to the satisfaction of the Plan Administrator that the distribution is on account of an immediate and heavy financial need of the Participant and is necessary to satisfy the need. The amount withdrawn may not exceed the portion of the Participant's Account attributable to the amounts described in the first sentence of this subsection (a)(i) reduced by any previous withdrawals and outstanding loans with respect to such amounts. In determining the existence of a hardship and the amount required to be distributed to meet the need created by the hardship, the Plan Administrator shall act on the basis of such information and evidence as it shall require from the Participant.

(ii) Any withdrawal under this Section (2) shall be made on a prorata basis from the available sources described in (a)(1). See Section (7)(n) for the applicable ordering rules with respect to amounts attributable to the Prior Plans.

(b) A request for a withdrawal will be considered to be on account of an immediate and heavy financial need if the withdrawal is for:

(i) unreimbursable expenses for or necessary to obtain medical care that would be deductible under Code Section 213(d), determined without regard to whether the expenses exceed 7.5% of adjusted gross income for the Participant, spouse, dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)), or primary Beneficiary;

(ii) the need to prevent the Participant's eviction from his principal residence or foreclosure on the mortgage on the Participant's principal residence;

(iii) non-reimbursed expenses directly related to a fire, explosion, flood, wind, rain, lightning, snow, sleet, hail, ice, volcanic eruption, tidal wave, earthquake, mud slide, or other similar natural disaster;

(iv) non-reimbursed expenses not described in clause (i) above which are directly related to institutionalizing the Participant, his spouse, or any dependents (as defined in Code Section 152) in a hospital, facility to care or educate the mentally or physically handicapped, nursing home, skilled care facility, hospice, in-patient substance abuse center, rehabilitation center, or institution of a similar nature, excluding camps, detention centers, jails, or prisons;

(v) non-reimbursed expenses directly related to the burial of the Participant's spouse or dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)) or primary Beneficiary, including travel expenses only if the burial costs have been borne by the Participant, and excluding lost wages in administering an estate, preparing for a funeral, or attending a funeral;

(vi) non-reimbursed tuition, room and board, books, and fees for the next school-year of primary (grades 1 through 8), secondary (grades 9 through 12), or post-secondary education for the Participant, his spouse, dependents (as defined in Code Section 152 without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)) or primary Beneficiary, excluding expenses related to enrollment in child care or day care facilities and for instruction in music, dance, athletics, and the like outside of the student's basic education curriculum;

(vii) the need to replace gross wages (net of disability benefits, workers compensation insurance, or any other payment received as a result of prolonged absence) ordinarily paid by the Employing Company to the Participant, but only if:

(A)(I) the Participant has been on prolonged absence status for at least four (4) consecutive weeks, or

(II) the Participant's Spouse has, with respect to his employment, been on prolonged absence status for at least four (4) consecutive weeks, and

(B) the Participant requests a withdrawal by filing with the Plan Administrator while he or his Spouse is on prolonged absence status or within thirty (30) days after he or his Spouse returns to active payroll status or within thirty (30) days after the prolonged absence status of the Participant or his Spouse has otherwise been terminated; or

(viii) down payment, closing costs, and other non-reimbursed expenses directly related to the purchase, construction, or major renovation of the Participant's principal residence, excluding expenses related to repairs, remodeling, decorating, landscaping, refinancing, mortgage payments, leasing, or real property taxes or homeowners dues other than such taxes or dues payable as part of closing costs. For purposes of this clause (viii), a residence shall be treated as undergoing a major renovation only if the expenditures materially extend the useful life of the residence and significantly upgrade its usefulness through:

(A) gutting and extensive reconstruction of major structural components;

(B) major repairs, limited to expenses necessary to bring major housing components and systems into compliance with local building, health, or safety codes or otherwise make the dwelling habitable;

(C) changing the floor plan by tearing down existing interior walls and partitions and building new walls, partitions, and doors;

(D) enlarging the dwelling by increasing the total volume, other than increasing interior floor space resulting from interior remodeling; or

(E) completion of construction of areas not completed in the original construction of the dwelling.

(ix) effective as of such date as may be established by the Plan Administrator, expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

For purposes of sub-part (b), a Participant's primary Beneficiary shall mean an individual who is named as Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account upon the death of the Participant.

(c) A withdrawal will be considered necessary to satisfy an immediate and heavy financial need if:

(i) the distribution is not in excess of the amount of the immediate and heavy financial need (including, to the extent requested by the Participant, any amounts

necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution);

(ii) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer; and

(iii) the Participant submits a written representation that the need cannot reasonably be relieved through (A) reimbursement or compensation by insurance or otherwise, (B) liquidation of the employee's assets, (C) cessation of Before-Tax, Roth Deferral, and After-Tax Contributions, or (D) other distributions (including the distribution of Allocated Dividends and other dividends in accordance with Code Section 404(k)) or nontaxable (at the time of the loan) loans from any employer's plan, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need; provided that the Employer does not have actual knowledge to the contrary.

(d) No Participant shall be suspended from making Before-Tax, Roth Deferral, or After-Tax Contributions on account of a hardship withdrawal.

**(3) WITHDRAWALS AT OR AFTER AGE 59 1/2:**

(a) (i) Any Participant who has attained the age of 59 1/2 may withdraw any portion of his Account (including associated earnings) other than amounts attributable to (A) ESOP Contributions, or (B) Matching Contributions that were not ESOP Contributions and that were made to the Plan (but not to the Savings Plan II) with the respect to the period commencing with the first payroll period in the July 1989 fiscal accounting month of Lockheed Corporation and ending December 31, 1996.

(ii) Any withdrawal under this Section (3) shall be made prorata from the available sources described in (3)(a).

**(4) WITHDRAWALS AT AND AFTER AGE 70 1/2:**

(a) Any Participant who is at least age 70 1/2 may withdraw any portion of his Account (including associated earnings). See Article VII(8) for rules regarding certain such withdrawals. Any withdrawal under this Section (4) shall be made prorata from the available sources in his Account.

**(5) PROCEDURE FOR WITHDRAWAL:**

A Participant may withdraw amounts under this Article IV only upon following procedures established by the Plan Administrator. Withdrawals shall be distributed within an administratively reasonable time after completion of such procedures and, in the case of a withdrawal on account of hardship, the determination of a hardship in accordance

with the Plan's normal processing standards. In the event that the portion of the Participant's Account from which the withdrawal is made (under the rules set forth in Sections (1)(a)(ii), (2)(a)(ii), (3)(a)(ii), and (4)(b)) is invested in more than one Investment Fund at the time of any withdrawal, the amount withdrawn shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Any amount distributed under this Article IV shall be distributed in cash, provided that with respect to amounts withdrawn from the ESOP Fund or the Company Stock Fund, the Participant may elect to have all or part of such distribution made in Shares (with fractional Shares paid in cash). A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article VIII(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any withdrawal from his Account pursuant to this Article IV. Spousal consent is required for any amounts withdrawn from the Spousal Consent Account Balance. For ordering rules prior to January 1, 2019, see the terms of the Plan document in effect at the time of the withdrawal.

**(6) VALUATION PROCEDURES:**

Each withdrawal under this Article IV shall be charged to the Participant's Account on the day on which the withdrawal request is processed in accordance with the Plan's procedures.

## ARTICLE V
## TRUST FUND

**(1) CONTRIBUTIONS AND ASSETS:**

(a) With respect to the Plan, all contributions will be paid into a Trust comprised of the Savings Trust, the ESOP Trust, and the Section 401(h) Trust. The ESOP Trust shall be held by the ESOP Trustee and shall contain the ESOP Fund and the Company Stock Fund. The Savings Trust shall be held by the Savings Trustee and shall contain all assets of the Plan other than those held in the ESOP Fund, the Company Stock Fund, or the Medical Expense Account. The Section 401(h) Trust shall be held by the Section 401(h) Trustee and shall contain the Medical Expense Account.

(b) Corporation Matching Contributions for a Plan Year shall be paid to the Trust Fund at the time or times determined by the Corporation in its sole and absolute discretion, provided that such payments shall be made no later than the time prescribed by law (including extensions) for filing the Corporation's federal income tax return for the taxable year of the Corporation with or within which the Plan Year ends. Before-Tax and After-Tax Contributions will be transferred to the Trust Fund within the time period required by law.

(c) The Trust Fund will be held, invested, and disbursed by the Trustee acting in accordance with the provisions of the Plan and the Trust Agreement. All benefits payable hereunder will be paid from the Trust Fund.

(d) Notwithstanding anything herein to the contrary, to the extent provided in the Trust Agreement, some or all of the Trust Fund may be held in a group trust, provided that the group trust and the group trust instrument satisfy all applicable requirements such that:

(i) The group trust is exempt from taxation under Code Section 501(a) with respect to its funds that equitably belong to participating trusts described in Code Section 401(a), and

(ii) The status of individual trusts as qualified under Code Section 401(a) and exempt from taxation under Code Section 501(a) will not be affected by the pooling of their funds in the group trust.

In the event that any part of the Trust Fund is held in a group trust pursuant to this subsection (d), (A) the group trust instrument is adopted as a part of this Plan with respect to such part of the Trust Fund, and (B) all references in this Plan to the Trust, Trust Agreement, or the Trustee (including parallel references with respect to the ESOP Trust, the Savings Trust, and the Section 401(h) Trust) shall be deemed to be references to the group trust, the group trust agreement, or the group trust trustee to the extent indicated by the context and consistent with the terms of the group trust instrument.

**(2) TRUST FUND:**

(a) Except as otherwise provided herein, LMIMC may, in its sole and absolute discretion, from time to time appoint an Investment Manager or Managers or name a fiduciary to direct the Trustee with respect to the investment of all or any part of the Trust Fund. The Trust Fund is for the exclusive benefit of Participants and their Beneficiaries, provided that it may also be used (i) to pay any reasonable expenses arising from the operation of the Plan (including Trustee fees and expenses), (ii) to reimburse the Corporation for its advancement of any such expenses, and (iii) for any other purpose permitted by ERISA, the Code, and other applicable laws.

(b) No person shall have any interest in or right to the Trust Fund or any part thereof, except as expressly provided in the Plan.

(c) No liability for payments under the Plan shall be imposed upon LMIMC, the Plan Administrator, the Corporation, the Employing Companies, the Employer, or the employees, officers, directors, or stockholders of any of the foregoing, except as, and only to the extent, expressly provided by law, and none of the foregoing nor any fiduciary guarantees against investment loss or asset depreciation.

**(3) INVESTMENT OF ESOP CONTRIBUTIONS:**

ESOP Contributions shall be wholly invested in the ESOP Fund, except as otherwise provided by reason of an investment under Section (7) or by reason of an election under Article VI with respect to Directable ESOP Contributions.

**(4) ACQUISITION LOANS:**

The Corporation may direct the ESOP Trustee to incur one or more Acquisition Loans from time to time to finance the acquisition of Leveraged Shares or to repay a prior Acquisition Loan. Notwithstanding anything in this Section (4), to the extent required under Treasury Regulation section 54.4975-11(a)(7)(i), the Plan shall not be obligated to acquire securities from a particular security holder at an indefinite time determined upon the happening of an event, such as the security holder's death.

An Acquisition Loan must be primarily for the benefit of Participants and their Beneficiaries. The interest rate on an Acquisition Loan must not be in excess of a reasonable rate of interest. The interest rate and the price of Company Stock to be acquired should not be such that the Plan's assets might be drained off. An Acquisition Loan must be for a specific term and may not be payable at the demand of any person, except in the case of default. An Acquisition Loan must be made without recourse against the ESOP Feature and the only assets that may be given as collateral are qualifying employer securities (as defined of Treasury Regulation Section 54.4975-12) acquired with the proceeds of the loan or a prior Acquisition Loan paid with the proceeds of the current loan.

No person entitled to payment under an Acquisition Loan shall have any right to assets of the Plan, other than (a) collateral given for the loan, (b) contributions (other than of employer securities) that are made under the ESOP Feature to meet its obligations under the Plan, and (c) earnings attributable to the collateral and the investment of such contributions. Payments made with respect to an Acquisition Loan by the Plan during a Plan Year must not exceed an amount equal to the sum of such contributions and earnings received during or prior to the Plan Year less such payments made in prior Plan Years, and that such contributions and earnings must be accounted for separately on the books of the account of the ESOP Feature of the Plan until the Acquisition Loan is repaid.

In the event of default of an Acquisition Loan, the value of Plan assets transferred in satisfaction of the Acquisition Loan must not exceed the amount of default. If the lender is a disqualified person (as defined in Code section 4975), the Acquisition Loan must provide for the transfer of assets upon default on upon and to the extent of the failure of the Plan to meet the payment schedule of the Acquisition Loan.

If the securities acquired with an Acquisition Loan that are available for distribution consist of more than one class, Participants must receive the same proportion of each class. The proceeds of an Acquisition Loan may not be used to purchase key man insurance.

**(5) RELEASE OF COMPANY STOCK FROM LOAN SUSPENSE ACCOUNTS:**

(a) The Corporation shall contribute an amount sufficient to enable the ESOP Trustee to pay any currently maturing obligation under an Acquisition Loan, without regard to the Corporation's accumulated earnings and profits, but taking into account any use of Allocated Dividends and Unallocated Dividends to make payments on the Acquisition Loan under Section (8).

(b) Any Leveraged Shares shall initially be credited to the Loan Suspense Account and shall be released from such Loan Suspense Account in accordance with Treasury Regulation §54.4975-7(b)(8)(i) (or any applicable successor provision). Notwithstanding the foregoing, in the event that an Acquisition Loan is repaid with the proceeds of a subsequent Acquisition Loan ("Substitute Loan"), such repayment shall not operate to release all such Shares from the Loan Suspense Account, but, rather, such release shall be based on the application of Treasury Regulation §54.4975-7(b)(8)(i) (or any applicable successor provision) to such Substitute Loan.

(c) If at any time there is more than one Acquisition Loan outstanding, separate accounts shall be established under the Loan Suspense Account for each such Acquisition Loan. Each Acquisition Loan for which a separate account is maintained shall be treated separately for purposes of the provisions governing the release of Shares from the Loan Suspense Account under this Section (5).

(d) If Allocated Dividends are used under Section (8) to make principal and/or interest payments on an Acquisition Loan, as soon as administratively reasonable following the release of Leveraged Shares from the Loan Suspense Account as a result of such payments, all or a portion of the total number of Shares so released shall be allocated to Participants' Accounts under Section (8). The number of Shares released by reason of the use of Unallocated Dividends to repay an Acquisition Loan shall be allocated among Accounts pursuant to subsection (e) below.

(e) All Leveraged Shares that have been released from the Loan Suspense Account as a result of loan amortization payments made during the Plan Year that have not been otherwise allocated, and that will not be allocated pursuant to Section (8), shall be available for allocation to Participants' Accounts pursuant to this subsection (e). For any calendar month, such Leveraged Shares shall be allocated to a Participant's Account:

(i) In the same proportion that the sum of the Participant's Basic Before-Tax Contributions and Basic After-Tax Contributions made with respect to such calendar month bears to the total amount of all Participants' Basic Before-Tax Contributions and Basic After-Tax Contributions made with respect to such calendar month; or

(ii) In the manner described in subsection (c) of Article III(5) to the extent that such subsection is applicable; provided that allocations under this Article V shall be subject to the limits and provisions of Article III, Article IV(1)(a)(i), and Article XIII(2).

(f) All Leveraged Shares that have not been released from the Loan Suspense Account shall be invested in the ESOP Fund.

**(6) PUT OPTION:**

(a) Except as provided in Treasury Regulation §54.4975-7(b)(9) (or any applicable successor provision) and subsection (b), or as otherwise required by law, no securities acquired with the proceeds of an Acquisition Loan may be subject to a put, call, or other option, or buy-sell or similar arrangement while held by and when distributed from the Plan, whether or not the Plan at that time contains an ESOP Feature.

(b) A Share acquired with the proceeds of an Acquisition Loan must be subject to a put option if the Share is not readily tradable on an established market (within the meaning of Code Section 409(h)). Such put options shall be subject to the provisions of this Section (6) and, notwithstanding anything herein to the contrary, all other applicable provisions of law. The put option must be exercisable only by a participant, by the participant's donees, or by a person (including an estate or its distributee) to whom the security passes by reason of a participant's death. (Under this subsection (b), "participant" means a participant and beneficiaries of the participant under the ESOP Feature.) The put option must permit a participant to put the security to the Corporation. Under no circumstances may the put option bind the Plan. However, it shall grant the Plan an option to assume the rights and obligations of the Corporation at the time that the put option is exercised. If it is known at the time a loan is made that Federal or state law will be violated by the Corporation's honoring such put option, the put option must permit the security to be put, in a manner consistent with such law, to a third party (e.g., an affiliate of the Corporation's or a shareholder other than the Plan) that has substantial net worth at the time the loan is made and whose net worth is reasonably expected to remain substantial.

(c) A put option described in subsection (b) shall be exercisable during the 60-day period which begins on the date the security subject to the put option is distributed by the Plan. If such a put option is not exercised within such 60-day period, the put option shall be exercisable for an additional 60-day period in the following plan year, in accordance with applicable law.

(d) The provisions of this subsection (d) shall apply to a put option described in subsection (b).

(i) A put option is exercised by the holder notifying the Corporation in writing that the put option is being exercised.

(ii) The period during which a put option is exercisable does not include any time when a distributee is unable to exercise it because the party bound by the put option is prohibited from honoring it by applicable Federal or state law.

(iii) The price at which a put option must be exercisable is the value of the security, determined in accordance with Treasury Regulation § 54.4975-11(d)(5) (or any applicable successor provision), Code Section 401(a)(28)(C), and other applicable laws.

(iv) The provisions for payment under a put option must meet the following requirements:

(A) In the case of a distribution within 1 taxable year to the recipient of the balance to the credit of the recipient's Account, there must be adequate security and a reasonable interest rate with respect to any deferral of payments and payments must be made at least as rapidly as substantially equal periodic payments (not less frequently than annually) over a period beginning within 30 days after the date the put option is exercised and ending not more than 5 years after such date.

(B) In the case of a distribution not subject to subparagraph (A), payment under the put option must be completed within 30 days after the date the put option is exercised.

(v) Payment under a put option may be restricted by the terms of a loan, including one used to acquire a security subject to a put option, made before November 1, 1977. Otherwise, payment under a put option must not be restricted by the provisions of a loan or any other arrangement, including the terms of the employer's articles of incorporation, unless so required by applicable state law.

(e) Except as otherwise permitted in Treasury Regulation § 54.4975-11(a)(3)(ii) (or any applicable successor provision), the protections and rights described in subsections (a) through (d) are nonterminable and thus shall continue to exist if the Acquisition Loan is repaid or the Plan ceases to contain an ESOP Feature.

**(7) DIVERSIFICATION RIGHTS:**

(a) Aa Participant may elect to invest his Diversification Account pursuant to Section (7)(a)(ii).

(b) With respect to any Participant, amounts invested under subsection (a) (and the earnings attributable to such amounts) shall be deemed to be attributable first to that portion of the Participant's Diversification Account that is in the Stock Bonus

Component, and second, when no portion of the Diversification Account is in the Stock Bonus Component, to the Money Purchase Pension Component.

With respect to any Participant, amounts invested under subsection (a) (and the earnings attributable to such amounts) shall, to the extent attributable to the Stock Bonus Component, be included in the Profit-Sharing Component, except that amounts invested under subsection (a) in the Company Stock Fund or the ESOP Fund shall be included in the Stock Bonus Component. With respect to any Participant, amounts invested under subsection (a) (and the earnings attributable to such amounts) shall, to the extent attributable to the Money Purchase Plan Component, be included in the Money Purchase Plan Component. This characterization is made, inter alia, for purposes of determining whether amounts are part of the Participant's Joint and Survivor Annuity Account Balance or his Spousal Consent Account Balance.

(c) For purposes of this Section (7), an amount shall be treated as invested under subsection (a) with respect to a Participant only if such Participant has, at one or more times, invested such amount in an Investment Fund other than the ESOP Fund.

**(8) DIVIDENDS ON SHARES:**

(a) (i) All Allocated Dividends with respect to Shares in the ESOP Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, at the election of the Participant (or, in the case of a deceased Participant, his Beneficiary) either (x) be retained in the Account of the applicable Participant or Beneficiary and reinvested in Company Stock, subject to the otherwise applicable provisions of this Plan, or (y) be paid out to the applicable Participant (or, in the case of a deceased Participant, his Beneficiary) at such time and in such manner as established by the Corporation on a quarterly basis. Any election by a Participant or Beneficiary pursuant to this Section (8)(a)(i) shall be made in accordance with rules and procedures established by the Plan Administrator. In the event a Participant or his Beneficiary does not properly make an election pursuant to this section, such Participant or Beneficiary will be deemed to have elected to have such Allocated Dividends retained in his Account.

(ii) Allocated Dividends with respect to Shares in the Company Stock Fund shall, in the sole and absolute discretion of the Corporation, be, in whole or in part, (A) retained in the Account of the applicable Participant, subject to the otherwise applicable provisions of this Plan, or (B) used, consistent with Code Section 404(k) and to the extent permitted by law, to make principal and/or interest payments on an Acquisition Loan. The Corporation may determine how Allocated Dividends with respect to Shares in the Company Stock Fund may be applied up to the time when the dividends are finally allocated to the Accounts of Participants. Dividends may not be used for payment of an Acquisition Loan unless,

without regard to Matching Contributions, Company Stock allocated in a Plan Year to the Account of each Participant who would have otherwise been credited with the value of such dividends has a fair market value not less than the amount of such dividends that would have been otherwise allocated in such Plan Year for the benefit of the Participant. Accordingly, if Allocated Dividends are used to make principal and/or interest payments on an Acquisition Loan, Company Stock released in a Plan Year pursuant to such payments (and pursuant to contemporaneous and subsequent payments, if necessary) shall be allocated under this Section (8) to Participants whose Accounts would otherwise have been credited with such Allocated Dividends until allocations of Company Stock in the Plan Year with respect to each such Participant (without regard to Matching Contributions) equal the amount of Allocated Dividends that would have been credited to his Account in the Plan Year (such allocations to be made on a pro rata basis until the total amount required is allocated).

Notwithstanding the foregoing, except to the extent the Corporation elects to use Allocated Dividends to make payments on an Acquisition Loan pursuant to sub-part (B) of this Section (8)(a)(ii), Allocated Dividends with respect to Shares in the Company Stock Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, be either retained in the Account of the applicable Participant, subject to the otherwise applicable provisions of this Plan, or, if elected by the Participant (or, in the case of a deceased Participant, his Beneficiary) for a Plan Year, be paid out to the applicable Participant (or, in the case of deceased Participant, his Beneficiary) at such time and in such manner as established by the Corporation on a quarterly basis. Any election by a Participant pursuant to this Section (8)(a)(ii) shall be made in accordance with rules and procedures established by the Plan Administrator. In the event a Participant does not properly make an election pursuant to this section, such Participant will be deemed to have elected to have such Allocated Dividends retained in his Account.

(b) An Allocated Dividend shall be treated as made with respect to a Share in the ESOP Fund if and only if such Share were held in the ESOP Fund on the record date for such Allocated Dividend. Correspondingly, an Allocated Dividend shall be treated as made with respect to a Share in the Company Stock Fund if and only if such Share were held in the Company Stock Fund and in the ESOP Feature on the record date for such Allocated Dividend.

(c) All Unallocated Dividends shall be used to repay an Acquisition Loan the proceeds of which were used to acquire the Leveraged Shares to which the Unallocated Dividends relate. The Leveraged Shares released from the Loan Suspense Account due to such repayment shall be allocated as described under Section (5).

**(9) VALUATION OF COMPANY STOCK:**

Company Stock held in Participants' Accounts shall be valued in such manner and as of each Valuation Date or such other dates as may be prescribed by the Plan Administrator in its sole and absolute discretion. To the extent the Corporation issues shares of Company Stock to be allocated to Participants' Accounts in connection with the operation of the Plan, the shares issued by the Corporation shall be valued using the closing price for Company Stock as reported on the New York Stock Exchange on the date the shares are allocated to Participant Accounts. If no such price is available, the most recent closing price for Company Stock on the New York Stock Exchange will be used. The valuation of employer securities that are not readily tradeable on an established securities market must be made by an independent appraiser (under Code section 170). In the case of a transaction between the Plan and a disqualified person (as defined in Code section 4975), the valuation date shall be the date of the applicable transaction.

**(10) TENDER/VOTING OF COMPANY STOCK:**

(a) Tender for Stock. All tender or exchange decisions with respect to Company Stock held in either the ESOP Fund or the Company Stock Fund by the Plan shall be made in accordance with the following provisions of this Section:

(i) In the event an offer is received by the Plan (including a tender offer for Shares subject to Section 14(d)(1) of the Securities Exchange Act of 1934 or subject to Rule 13e-4 promulgated under that Act, as those provisions may from time to time be amended) to purchase or exchange Shares held in either the ESOP Fund or the Company Stock Fund by the Plan (an "Offer"), the ESOP Trustee will advise each Participant who has part or all of his Account invested in the ESOP Fund or the Company Stock Fund of the terms of the Offer as soon as practicable after its commencement and will advise each Participant as to the procedures with a form by which he may instruct the ESOP Trustee confidentially whether or not to tender or exchange Shares allocated to his Account (including fractional Shares to 1/10th of a Share). The materials furnished to the Participants shall include (A) a notice from the ESOP Trustee that the ESOP Trustee will not tender or exchange Shares for which timely instructions are not received by the ESOP Trustee and (B) related documents provided generally to the shareholders of the Corporation pursuant to the Securities Exchange Act of 1934. LMIMC and the ESOP Trustee may also provide Participants with such other material concerning the Offer as the ESOP Trustee or LMIMC in its sole and absolute discretion determine to be appropriate, provided, however, that prior to any distribution of materials by LMIMC, the ESOP Trustee shall be furnished with complete copies of all materials. The Corporation and LMIMC will cooperate with the ESOP Trustee to ensure that Participants receive the requisite information in a timely manner. Notwithstanding anything contained herein to the contrary, in the event an Offer is issued by a person or entity other than the Corporation, prior to distributing materials under this Section (8), the ESOP Trustee

may require that the issuer advance sufficient funds as are necessary to cover the cost of distributing materials to, and soliciting responses from, Participants.

(ii) The ESOP Trustee shall tender or not tender Shares or exchange Shares held in either the ESOP Fund or the Company Stock Fund and allocated to a Participant's Account (including fractional Shares to 1/10th of a Share) only to the extent instructed by the Participant. If tender or exchange instructions for Shares held in either the ESOP Fund or the Company Stock Fund and allocated to a Participant's Account are not timely received by the ESOP Trustee, the ESOP Trustee will treat non-receipt as a direction not to tender or exchange such Shares.

(iii) A Participant who has ESOP Match Stock held in the ESOP Fund and allocated to his Participant's Account and who is entitled to direct the Trustee whether or not to tender or exchange Shares held in the ESOP Fund and allocated to his Account shall separately direct the ESOP Trustee with respect to the tender or exchange of a portion of the Shares held in the ESOP Fund that are unallocated to any Participant's Account. Such direction shall be with respect to the number of unallocated Shares held in the ESOP Fund multiplied by a fraction, the numerator of which is the number of Shares of ESOP Match Stock held in the ESOP Fund and allocated to the Participant's Account and the denominator of which is the total number of Shares of ESOP Match Stock held in the ESOP Fund and allocated to the Accounts of all Participants. Fractional Shares shall be rounded to the nearest 1/10th of a Share. If tender or exchange instructions for Shares held in the ESOP Fund and not allocated to a Participant's Account are not timely received by the ESOP Trustee, the ESOP Trustee will treat non-receipt as a direction to not tender or exchange such Shares.

(iv) In the event, under the terms of an Offer or otherwise, any Shares tendered for sale or exchange pursuant to such Offer may be withdrawn from such Offer, the ESOP Trustee shall follow instructions respecting the withdrawal of the securities from the Offer in the same manner and the same proportion as shall be timely received by the ESOP Trustee from the Participants entitled under this Section (10) to give instructions for the sale or exchange of securities pursuant to such Offer.

(v) (A) In the event that an Offer for fewer than all of the Shares held in the ESOP Fund and the Company Stock Fund by the Plan is received, a Participant who has been allocated Shares in the ESOP Fund and the Company Stock Fund subject to such Offer shall be entitled to direct the ESOP Trustee as to the acceptance or rejection of the Offer (as provided by paragraphs (i)-(iv) of this Section (10)(a)) with respect to the largest portion of the Company Stock in the ESOP Fund and the Company Stock Fund and allocated to his

Account as may be possible, given the total number or amount of Shares that may be sold or exchanged pursuant to the Offer, based upon the instructions received from all other Participants who timely submit instructions pursuant to this Section (10) to sell or exchange Shares pursuant to such Offer, each on a pro rata basis in accordance with the number or amount of such Shares in the ESOP Fund and the Company Stock Fund and allocated to the Participant's Account that the Participant instructs the ESOP Trustee to tender or exchange.

(B) In the case of an Offer described in subparagraph (A), the provisions of paragraph (iii) shall apply to the portion of the Shares in the ESOP Fund that are unallocated to any Participant's Account, except that the reference in the second sentence of paragraph (iii) to "the number of unallocated Shares in the ESOP Fund" shall be deemed to be instead a reference to the excess (if any) of (I) the number of Shares in the ESOP Fund for which the Offer is made (the "Number of Offer Shares") over (II) the number of Shares in the ESOP Fund for which there has been an acceptance under subparagraph (A) (the "Number of Allocated Shares Accepted"). This subparagraph (B) shall apply if and only if the Number of Offer Shares exceeds the Number of Allocated Shares Accepted.

(vi) In the event an Offer is received and instructions are solicited from Participants pursuant to paragraphs (i)-(v) of this Section (8)(a) regarding such Offer, and prior to termination of such Offer, another Offer is received by the Plan for the securities subject to the first Offer, the ESOP Trustee shall use best efforts under the circumstances to solicit instructions from the Participants (A) with respect to securities tendered for sale or exchange pursuant to the first Offer, whether to withdraw such tender, if possible, and, if withdrawn, whether to tender securities withdrawn for sale or exchange pursuant to the second Offer and (B) with respect to securities not tendered for sale or exchange pursuant to the first Offer, whether to tender such securities for sale or exchange pursuant to the second Offer. The ESOP Trustee shall follow all instructions received in a timely manner from Participants in the same manner and in the same proportion as provided in subsections (i)-(v) of this Section (8)(a). With respect to any further Offer for any Company Stock received by the Plan and subject to any earlier Offer (including successive Offers from one or more existing offerors), the ESOP Trustee shall act in the same manner as described above.

(vii) A Participant's instructions to tender or exchange Shares will not be deemed a withdrawal or suspension from the Plan or a forfeiture of any portion of the Participant's interest in the Plan. Participants are designated Named Fiduciaries for the purposes of making tender or exchange

decisions with respect to (A) Shares in their Diversification Account, and (B) Shares in the ESOP Fund that are not allocated to any Participant's Account, provided that effective as of the effective date of the last sentence of Section (5)(a)(i), subparagraph (A) shall not apply to any Shares that are treated as part of a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision).

(viii) Cash received in exchange for tendered Shares will be credited to the Account of the Participant whose Shares were tendered and will be used by the ESOP Trustee to purchase Company Stock, as soon as practicable. In the interim, the ESOP Trustee will invest such cash in short-term investments permitted under the Trust.

(ix) The instructions received by the ESOP Trustee from Participants shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The ESOP Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(b) Voting of Stock. Voting rights on Shares held by the Plan shall be exercised in accordance with the following provisions of this Section (10):

(i) As soon as practicable before each annual or special shareholders' meeting of the Corporation, the ESOP Trustee shall furnish each Participant with a copy of the proxy solicitation material sent generally to shareholders, together with forms requesting confidential instructions on how the Shares held in the ESOP Fund and the Company Stock Fund and allocated to a Participant's Account are to be voted. The Corporation and LMIMC shall cooperate with the ESOP Trustee to ensure that Participants receive the requisite information in a timely manner. The materials furnished to the Participants shall include a notice from the ESOP Trustee that Shares for which timely instructions are not received by the ESOP Trustee will be voted by the ESOP Trustee in proportion to those Shares for which timely instructions were received from Participants except to the extent that the ESOP Trustee determines that to vote the Shares in such manner would not be consistent with ERISA. Notwithstanding anything contained herein to the contrary, in the event a person or entity other than the Corporation solicits proxies from shareholders of the Corporation, prior to distributing

materials under this Section (10)(b), the ESOP Trustee may require that the proxy solicitor advance sufficient funds as are necessary to cover the cost of the distributing materials to, and soliciting instructions from, Participants.

(ii) With respect to all corporate matters submitted to shareholders, all Shares in the ESOP Fund and the Company Stock Fund and allocated to Participants' Accounts shall be voted in accordance with the directions of Participants as given to the ESOP Trustee. A Participant shall be entitled to direct the voting of Shares (including fractional Shares to 1/10th of a Share) held in the ESOP Fund and the Company Stock Fund and allocated to his Account. If, however, voting instructions for Shares in the ESOP Fund or the Company Stock Fund and allocated to a Participant's Account are not timely received by the ESOP Trustee for a particular shareholder's meeting, the Shares shall be voted by the ESOP Trustee in proportion to those Shares in the applicable Fund for which timely instructions were received from Participants except to the extent that the ESOP Trustee determines that to vote the Shares in such manner would not be consistent with ERISA.

(iii) A Participant who has ESOP Match Stock held in the ESOP Fund and allocated to his Participant's Account and who is entitled to vote on matters presented for a vote by the stockholders under Section (10)(b)(ii) above with respect to Shares held in the ESOP Fund and allocated to his Account shall separately direct the ESOP Trustee with respect to the vote of a portion of the Shares held in the ESOP Fund that are unallocated to any Participant's Account. Such direction shall be with respect to the number of votes equal to the total number of votes attributable to Shares held in the ESOP Fund and not allocated to any Participant's Account multiplied by a fraction, the numerator of which is the number of votes attributable to ESOP Match Stock held in the ESOP Fund and allocated to the Participant's Account and the denominator of which is the total number of votes attributable to the ESOP Match Stock held in the ESOP Fund and allocated to the Accounts of all Participants. Any unallocated Shares in the ESOP Fund for which no timely instructions have been received by the ESOP Trustee shall be voted by the ESOP Trustee in proportion to the unallocated Shares in the ESOP Fund as to which instructions have been received. Fractional Shares shall be rounded to the nearest 1/10th of a Share.

(iv) The instructions received by the ESOP Trustee from Participants shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The ESOP Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent

such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(c) Beneficiary. In the case of a deceased Participant, this Section (10) shall apply to the Participant's Beneficiary.

(d) Rights with Respect to Other Securities. The Trustee shall vote, tender, and exercise other rights for any securities held by the Plan other than Company Stock in accordance with the directions of the applicable Investment Manager.

**(11) QUALIFICATION OF ESOP FEATURE:**

In the event that an ESOP Contribution is conditioned upon initial qualification of the ESOP Feature under Code Section 401(a) and the ESOP Feature does not so qualify, the contribution may, to the extent permitted by law, be returned to the Corporation within one year after the denial of qualification.

**(12) TERMINATION OF ESOP FEATURE:**

Upon a complete termination of the Plan or the ESOP Feature, any unallocated Leveraged Shares shall be sold to the Corporation or on the open market. The proceeds of such sale shall be used to satisfy any outstanding Acquisition Loan and the balance of any funds remaining shall be allocated to each Participant's Account based on the proportion that the Matching Contributions for the current Plan Year to such Participant's Account bears to the total Matching Contributions for the current Plan Year to all Participants' Accounts.

**(13) CONFLICTED PARTICIPANTS:**

(a) Notwithstanding the foregoing provisions of this Article V, a Participant who is determined by the Plan Administrator to be a “Conflicted Participant” (as defined in subsection (b) below) may make a “Conflict Exception Election” with respect to his entire Account. For purposes of this Section (13), a “Conflict Exception Election” shall mean that the Participant elects that (i) his entire Account (including that portion of the Account that is invested in the ESOP Fund as of the day prior to the effective date of the Conflict Election) be invested in one or more of the Investment Funds permitted under the Plan with respect to Before-Tax Contributions (as elected by the Participant), but excluding the ESOP Fund, Company Stock Fund, or other Investment Fund which involves direct ownership by the Participant of Company Stock, and (ii) for the entire period that the Participant remains a Conflicted Participant, all Contributions (including Matching Contributions) to the Plan made by or on behalf of the Conflicted

Participant will be made to one or more of the Investment Funds permitted under the Plan with respect to Before-Tax Contributions (as elected by the Participant), but excluding the ESOP Fund, Company Stock Fund, or other Investment Fund that involves direct ownership by the Participant of Company Stock.

(b) For purposes of this Section, "Conflicted Participant" shall mean a Participant who satisfies all of the following:

(i) The Participant has notified the Plan Administrator in writing that he desires to make a Conflict Exception Election,

(ii) The Participant has provided proof to the Plan Administrator that the Participant's spouse or other close relative (a "Relation") holds a position with (or has accepted a position with) a governmental entity, agency, or instrumentality (including a branch of the United States military services) (cumulatively a "Government Employer"), and that such Government Employer has determined or indicated that the Participant's ownership of or interest in Company Stock through the Plan would constitute a conflict of interest precluding the Relation from continuing in his position with (or from accepting an offered position with) the Government Employer or subjecting the Relation to penalty or sanction. Such proof shall include either a letter or directive from the Government Employer setting forth its position that a conflict of interest (as described in the preceding sentence) exists or a sworn Affidavit from the Participant establishing the existence of a conflict of interest (as described in the preceding sentence), and

(iii) The Participant has agreed to notify the Plan Administrator of any change in circumstances (including a termination or change in the Relation's employment) which might result in elimination of the conflict of interest.

(c) In order to remain a Conflicted Participant, a Participant must provide to the Plan Administrator at least once each calendar year, in a form prescribed by the Plan Administrator, verification that the circumstances described in subsection (b)(ii) above continue to apply to the Participant. In the event that the Plan Administrator determines that the circumstances described in subsection (b)(ii) above no longer apply to a Participant, any Conflict Exception Election shall thereafter become void, and Matching Contributions will thereafter be made in accordance with the Plan without regard to this Section.

## ARTICLE VI
## PARTICIPANT ACCOUNTS

**(1) RECORDS, ALLOCATIONS, AND INVESTMENTS:**

(a) (i) An Account shall be established for each Participant. The Plan Administrator shall keep appropriate books and records showing the respective interests of all the Participants hereunder, or the Plan Administrator may delegate that responsibility to the Trustee or to a third party recordkeeper.

(ii) Except for the ESOP Fund and the Company Stock Fund, LMIMC shall have the authority, in its sole and absolute discretion, to (A) designate funds as Investment Funds, (B) add or delete Investment Funds, and (C) prescribe any necessary or appropriate rules regarding the availability of Investment Funds. For example, LMIMC has the authority to prescribe rules limiting the availability of an Investment Fund (other than the ESOP Fund and the Company Stock Fund) prior to the liquidation of the Plan's investment in such Investment Fund. Another example of LMIMC's authority is that the availability of an Investment Fund (other than the ESOP Fund or the Company Stock Fund) to one or more Participants may be limited in any ways permissible under applicable law.

The ESOP Fund and the Company Stock Fund shall be included among the Investment Funds. The ESOP Fund and Company Stock Fund shall be invested exclusively in Company Stock (except to the extent that liquidity is determined by the Investment Manager to be required to effect stock purchases, sales, distributions and other transactions of the Fund), without regard to (A) the diversification of assets, (B) the risk profile of the Company Stock, (C) the amount of income provided by the Company Stock, or (D) the fluctuation in the fair market value of Company Stock, unless the Independent Fiduciary in its sole discretion, determines that continuing to invest in Company Stock is imprudent under ERISA. Notwithstanding any other provision of the Plan, the Independent Fiduciary shall at all times have the exclusive authority and control with respect to the ESOP Fund and Company Stock Fund, to be invested in accordance with this paragraph. The Independent Fiduciary shall be a named fiduciary within the meaning of ERISA Section 402(a)(2) with respect to the ESOP Fund and the Company Stock Fund to the extent of its duties and responsibilities described in this Article. In its capacity as Independent Fiduciary, the Independent Fiduciary shall have no authority or responsibility with respect to the administration of the Plan or the management of any investment other than the Company Stock Fund and the ESOP Fund. The Independent Fiduciary shall have the following powers with respect to the Company Stock Fund and the ESOP Fund, which it shall exercise consistent with the investment mandate and presumption described in this paragraph:

(A) To impose any limitation or restriction on the investment of Plan accounts in the ESOP Fund or the Company Stock Fund to the extent consistent with ERISA;

(B) To direct the sale or other disposition of all or any portion of the Company Stock held in the ESOP Fund or the Company Stock Fund;

(C) To direct the reinvestment of the proceeds from any sale or other disposition of Company Stock in short-term cash equivalent investments in the ESOP Fund or the Company Stock Fund;

(D) To communicate with participants of the Plan from time to time regarding the matters within the Independent Fiduciary's purview; and

(E) To instruct the Trustee and/or applicable Investment Manager as necessary for it to carry out these responsibilities.

Notwithstanding the foregoing, the Corporation reaffirms its intent that the ESOP Fund and the Company Stock Fund shall continue to be Investment Funds under the Plan and exclusively invested in Company Stock unless the Independent Fiduciary determines in its sole discretion that continuing to invest in Company Stock is imprudent under ERISA. The Corporation further clarifies and confirms that it intended to align the interests of its shareholders and Participants by establishing the ESOP Fund and the Company Stock Fund, and any action that frustrates that purpose ii contrary to this intent.

(iii) The Plan is intended to constitute a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision) with respect to all amounts allocated to Participants' Accounts other than amounts that are in any Diversification Account, provided that, effective as of the effective date of the last sentence of Article V(7)(a)(i), the Diversification Account of any Participant who has attained age 55 shall be treated as part of a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision) to the extent such Diversification Account is attributable to amounts that, at one or more times, have been invested in an Investment Fund other than the ESOP Fund. The Plan shall be interpreted and construed in accordance with this intent.

(b) Matching, Before-Tax, After-Tax, and Rollover Contributions, QNECs, contributions described in Article I(42)(b), and Transferred Amounts made by or on behalf of a Participant shall be allocated to the Participant's Account in a manner consistent with applicable requirements.

**(2) INVESTMENT ELECTIONS:**

(a) Except as otherwise provided in this Plan, each Participant must elect, at the time the Participant's Account is established, the Investment Fund or Funds in which Investment Contributions will be invested. Such election must be made in increments of 1%; the 1%-increment requirement may, at the Participant's option, be applied separately with respect to the portion of any Investment Contribution attributable to Roth Deferral Contributions and non-Roth Deferral Contributions.

Notwithstanding the foregoing provisions of this Article VI, the Trustee may, in its sole and absolute discretion, invest amounts in money market funds, checking accounts, or the like, pending investment or disbursement or as is necessary to satisfy the liquidity requirements of the Trust.

(b) (i) Except as otherwise provided in this Plan, a Participant may elect to change the Investment Funds in which future Investment Contributions will be invested subject to the same 1%-increment rule set forth in Section (2)(a).

(ii) Subject to subsection (d), a Participant may elect to change the Investment Funds in which his Account is invested. Such election is not required to correspond in any fashion with the election in effect with respect to the Participant under subsection (a) or (c)(i). Such an election must be made in increments of 1% and may at the Participant's option, be applied separately with respect to the portion of his Account attributable Roth Deferral Contributions and non-Roth Deferral Contributions. Any change pursuant to this subsection (c) is to be made by application to the Plan Administrator in a manner designated by the Plan Administrator for that purpose. Any change of Investment Funds for future contributions under subsection (c)(i) will be effective within an administratively reasonable time after receipt of the Participant's investment election change in accordance with the procedures established by the Plan Administrator. Reinvestment of all or part of an existing Account balance will be effective as of the close of business of the day that the Plan Administrator receives the investment election, in accordance with the procedures established by the Plan Administrator (or as of the close of business of the next business day if the day on which the election is received is not a business day); provided that if an election is received after the time designated by the Plan Administrator as the deadline for making changes effective, such investment election shall be effective as of the close of business of the next business day after the Plan Administrator receives the investment election.

(iii) An investment change election under subsection (c) (ii) may be in the form of a “Reallocation”, whereby the Participant elects the percentage (in 1% increments) of his Account to be invested in each Investment Fund (other than the Self-Directed Brokerage Option set forth in Section (6) below), or a “Spot Transfer”, whereby the Participant elects to transfer a specific dollar amount or percentage of funds (in 1% increments) invested in a particular Investment Fund to another Investment Fund designated by the Participant. The Plan Administrator may establish such rules and procedures as it deems advisable with respect to reallocations and spot transfers including establishing minimum amounts for reallocation and transfer, and similar matters. Any reinvestment election under this subsection (c) shall be subject to and in accordance with such rules and procedures.

(d) Amounts that are invested in the ESOP Fund or the Company Stock Fund may be reinvested, under the rules otherwise applicable under Section (1) and this Section (2), in another Investment Fund at the direction of the Participant to whose Account such amounts are allocated. Subject to Article V, and except as otherwise determined by LMIMC in connection with Transferred Amounts, if a Participant does not designate an Investment Fund for amounts to be allocated to his Account or designates an Investment Fund that is not available for investment by him hereunder, such amount shall be invested the Target Date Fund (as defined in the summary plan description or applicable Summary of Material of Modifications for the Plan) corresponding to the year beginning on the date closest to the Participant's estimated retirement age of 65 (the "Default Investment Option"), subject to reinvestment under Section (1) and this Section (2).

(f) This subsection (f) will apply with respect to any investment elections by a Participant under Article VI (2)(c)(ii), relating to changes in the Investment Funds in which his Account is invested, including a transfer between another Investment Fund and the Self-Directed Brokerage Account option as set forth in Article VI (5)(b) (cumulatively an "Account Change Election").

i. Subject to Article VI (3), a Participant may make no more than 6 Account Change Elections in any calendar quarter. In addition to the other provisions of this subpart (e) (i), if a Participant makes an Account Change Election in accordance with Article VI (2) (c) (ii) and this subpart (e) (i) to transfer all or part of his Account Balance from an Investment Fund (referred to herein as the "Transferring Fund") to another Investment Fund, then (x) during the 15 day period beginning on the day after the Account Change Election is effective (the "15 Day Waiting Period") such Participant may not make another Account Change Election (either through a Reallocation or Spot Transfer) which would involve the purchase of additional units of the Transferring Fund with respect to his Account. A Participant may make Spot Transfers (as defined in Article VI(2)(c)(iv) from the Company Stock Fund or the ESOP Fund to other Investment Funds (including the SDBA Option) without regard to the 6 per quarter limitation in the first sentence in this subpart (i).

With respect to amounts invested in a Default Investment Option pursuant to Section 2 (e) of this Article, a Participant may during the "Initial Default Period" transfer all or part of such amount into one or more of the other Investment Funds offered under the Plan without regard to the fourth sentence of this subpart (f) (i). For this purpose, the "Initial Default Period" shall mean the 120-day period beginning on the date an amount was first invested in the Default Investment Option pursuant to Section (2)(e) of this Article.

Nothing in (f)(i) above shall limit the authority of LMIMC as set forth in Article VI(1)(a)(ii) and Article IX of the Plan or the authority of the Plan Administrator as set forth in Article VI and IX of the Plan, including the authority to develop and implement rules and procedures.

**(3) RESTRICTIONS ON TRANSACTIONS:**

(a) Notwithstanding anything to the contrary in Section (1) or (2), the Trustee or any Investment Manager may limit the daily volume of transactions with respect to any Investment Fund or decline to carry out any investment direction in order to act consistently with its responsibilities under all applicable laws or to avoid a prohibited transaction or the generation of taxable income to the Trust. The Trustee or any Investment Manager also may not complete a Plan transaction on the day such transaction would otherwise be completed under this Plan for other reasons that are appropriate in the sole and absolute discretion of the Trustee or the Investment Manager, taking into account their duties under ERISA. Such a reason could include, for example, a suspension of trading in an asset important to one of the Investment Funds or a major disruption of a securities market. Restrictions under this subsection (a) may apply to any transaction under the Plan, including transfers between Investment Funds, withdrawals, loans, and distributions.

If a transaction that is consistent with applicable law and with the provisions of this Plan is not completed on the day that it would otherwise have been completed under the Plan, the transaction shall be completed as soon as administratively practicable.

(b) In addition, notwithstanding anything herein to the contrary, transactions by a Participant or Participants may be restricted to the extent deemed necessary or appropriate, in the sole and absolute discretion of the Corporation, to comply with applicable laws, including but not limited to the federal securities laws. These restrictions could limit transfers of Account balances into or out of the Company Stock Fund or ESOP Fund. Also, the portion of such a restricted Participant's Account that is invested in the Company Stock Fund or the ESOP Fund shall not be available for withdrawal prior to the Participant's death or Termination of Employment or for a loan under Article VIII.

**(4) CONFIDENTIALITY REGARDING COMPANY STOCK:**

Information relating to the purchase, holding, and sale of Company Stock, and the exercise of voting, tender, and similar rights with respect to Company Stock shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

**(5) VALUATION OF ACCOUNTS:**

(a) As of any applicable date, the value of each Account shall be expressed in terms of Units in the applicable Investment Fund. The Unit Value shall be determined separately for each Investment Fund. The Unit Value of any Investment Fund shall be determined by dividing the market value of the assets in the Investment Fund by the total number of Units in the Fund.

(b) All deposits made to an Investment Fund shall be converted into Units by dividing the dollar amount of such deposit by the value of one Unit in the Investment Fund determined as of the Valuation Date on which the deposits are made.

**(6) SELF-DIRECTED BROKERAGE ACCOUNT**

(a) In addition to other Investment Funds made available under the Plan, there shall be available a Self-Directed Brokerage Account option ("SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance in stocks, mutual funds, or bonds of the Participant's choosing. For purposes of this Section, "Transferable Account Balance" shall mean the balance that may be reinvested under Article VI (2) of the Plan (excluding Roth Deferral Contributions, rollovers of Roth amounts, and In-Plan Roth Rollovers).

(b) The SDBA Option shall be considered an Investment Fund for purposes of Article VI (1) (a) (iii) and for purposes of Spot Transfers (but not Reallocations) under Article VI(2)(c)(ii) and (iv) of the Plan. Notwithstanding the foregoing, no Investment Contribution may be made directly to the SDBA Option, and amounts the Participant desires to invest through the SDBA Option must be first transferred to the SDBA Option from an Investment Fund(s) pursuant to Article VI(2). A Participant's initial Spot Transfer from an Investment Fund(s) to the SDBA Option must be in an amount of at least $500, and any subsequent transfer from an Investment Fund(s) must be in an amount of at least $500. Transfers from the SDBA Option to another Investment Fund(s) shall be made by first selling assets in the SDBA Option and transferring the money to another Investment Fund(s) in accordance with procedures established by the Plan Administrator. This Section (6) (b) shall take precedence over any contrary provision of the Plan.

(c) The Plan Administrator shall establish rules and procedures with respect to the operation of the SDBA Option, including rules and procedures regarding transfer of Account Balances to the SDBA Option, and similar matters related to the operation of the SDBA Option. Any election to direct investments through the SDBA Option shall be subject to and in accordance with rules and procedures established by the Plan Administrator, including liquidation of assets as required for required minimum distributions under Code section 401(a)(9).

(d) A Participant who elects to direct investments through the SDBA Option may, from time to time, place an order or orders with the Trustee or person designated by the Trustee for the assets the Participant desires to have purchased for his Account. Subsequent investments through the SDBA Option shall be made by the

Participant, and shall be paid for with funds in the Participant's SDBA Option and shall be delivered directly to the Trustee. Assets in the SDBA Option will be charged a proportionate share of Plan administrative expenses. Such share shall be determined daily based on the market value of assets in the Participant's SDBA Option, with expenses charged on a monthly basis to the Participant's other Investment Funds as a reduction in applicable units owned. In addition, brokerage commissions and other transaction fees associated with the SDBA Option shall be paid with funds from the Participant's SDBA Option in accordance with rules and procedures established by the Plan Administrator.

(e) No distribution, withdrawal, or loan may be made directly from assets in the SDBA Option, and amounts in the SDBA Option shall not be included for purposes of determining any limits on the amount of any loan or withdrawal which may be available under the Plan. This Section (6)(e) shall take precedence over any contrary provision in the Plan; provided however, that a distribution on account of Termination of Employment may be made directly from the assets of the SDBA Option provided that the distribution is a lump sum distribution of the Participant's entire Account balance in the Plan.

(f) A Participant may not make an Account Change Election under VI(2)(c)(ii) which involves the transfer of any amount (whether through Reallocation or Spot transfer) directly from the Investment Fund designated as the Stable Value Fund (the "Stable Value Fund") to the Self-Directed Brokerage Account Option (the "SDBA Option"). If a Participant makes an Account Change Election under VI(2)(c)(ii) which involves the transfer of an amount from the Stable Value Fund to one of the other Investment Funds (other than the SDBA Option), such amount transferred from the Stable Value Fund shall be designated as "non-SDBA transferable" for a period beginning on the effective date of the Account Change Election and ending 90 days thereafter, and during such 90 day period may not be transferred to the SDBA Option.

(g) In addition to the other Investment Funds and the non-Roth SDBA Option in the Plan, there shall be available a Roth Self-Managed Account option ("Roth SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance derived from Roth Deferral Contributions, including rollovers of Roth amounts and In-Plan Roth Rollovers, in stocks, mutual funds, or bonds of the Participant's choosing. The provisions of the Plans and the fee schedules relating to the SDBA Option shall be applied separately to the Roth SDBA Option (including In-Plan Roth Rollover amounts) except as follows:

(a) The $500 minimum initial transfer amount may be divided between the non-Roth SDBA Option and the Roth SDBA Option in the Plan; and

(b) A Participant must have a minimum account balance of $1,000 in order to open a non-Roth SDBA Option account or a Roth SDBA Option account or both.

(h) In the event that a Participant's account in the SDBA Option is credited with trailing dividends, residual interest credits, or any other similar amounts held in a cash account (collectively "residual payments") after the date on which the Participant transferred his entire balance in the SDBA Option to another investment option in the Plan, such residual payments will be transferred to the Stable Value Fund in the Plan on a periodic basis. This provision shall apply only if the post-transfer SDBA credits are the only funds remaining in the Participant's account in the SDBA Option at the time of the transfer to the Stable Value Fund.

**(7)** Effective October 8, 2018, account balances under the Lockheed Martin Capital Accumulation Plan ("CAP") reflecting the assets and liabilities of the Transferred Individuals are transferred to such individuals' Accounts under the Plan. The Transferred Individuals' CAP account balances will be treated as Transferred Amounts subject to Article III(7) and invested in their Accounts in accordance with the investment elections that applied to such balances under the CAP. Neither such transfer nor this Plan amendment shall decrease the accrued benefit of any Transferred Individual or otherwise result in an amendment that would violate Section 411(d)(6) of the Internal Revenue Code.

## ARTICLE VII
## ACCOUNT DISTRIBUTION:
## TERMINATION; DEATH; TRANSFER

**(1) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: TERMINATION AND DEATH:**

(a) Except as otherwise provided herein, a Participant shall be eligible to receive the entire amount to the credit of his Account in the event of the Participant's Termination of Employment, provided that an event shall not constitute a Termination of Employment with respect to any part of the Participant's Account unless such event is a Termination of Employment with respect to a Participant's entire Account. For this purpose, a Participant's Account shall not be treated as including any amounts previously transferred or distributed, even if such transfer or distribution is made after or on account of the same event.

(b) In the event of the death of a Participant, payment of such Participant's Account shall be made to his Beneficiary.

(c) A Participant (with spousal consent, if applicable) may elect to commence distribution of the Participant’s Account no later than one (1) year after the close of the Plan Year (i) in which the Participant separates from service by reason of the attainment of normal retirement age (as defined in Code Section 411(a)(8)(B), disability, or death, or (ii) which is the fifth Plan Year following the Plan Year in which the Participant otherwise separates from service, unless the Participant is reemployed by the Corporation before distribution is required to begin under this clause (ii).

(d) A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article VIII(2)(f) must wait 15 (7) days from the date the Participant provides his direct debit banking information before he can request any distribution from his Account pursuant to this Article VII.

**(2) ELIGIBILITY FOR DISTRIBUTION OF ACCOUNT: TRANSFERS OF EMPLOYMENT:**

(a) If an Eligible Employee remains employed by the Employer but ceases to be an Eligible Employee, no further contributions shall be made to the Plan by or on behalf of such individual with respect to periods during which he is not an Eligible Employee. During the period during which such individual remains employed by the Employer, he shall not be treated as having had a Termination of Employment for purposes of the distribution provisions of this Plan.

(b) If a Participant remains employed by the Employer but ceases to be an Eligible Employee, the Account of such Participant may, in the sole and absolute

discretion of the Plan Administrator, be transferred (other than in an Elective Transfer) to another plan maintained by the Employer, provided that such plan is qualified under Code Section 401(a) or 403(a).

(c) This subsection (c) shall only apply to a Participant who is among a group of individuals who by reason of the same event all (i) cease to be employed by the Employer and (ii) become employed by another employer for whom they are performing substantially the same services that they performed for the Employer. The Account of a Participant to whom this subsection (c) applies shall be transferred, in whole or in part, to a plan maintained by such new employer if (A) such plan is qualified under Code Section 401(a) or 403(a), and (B) such transfer is provided for in a document (such as a purchase agreement in the case of a sale by the Employer of the assets of a trade or business) setting forth the legal and contractual obligations of the parties involved in the event. The transfer may be an Elective Transfer or a transfer that is not an Elective Transfer, as provided for in the document described in the preceding sentence.

**(3) PAYMENT OF PARTICIPANT ACCOUNT:**

(a) In General.

This Section (3) shall apply except to the extent otherwise provided in this Plan.

(b) Immediate Lump Sum Payment.

A Participant who is eligible for a distribution from the Plan pursuant to Section (1) may elect to receive a distribution by making an application therefor to the Plan Administrator in a manner designated by the Plan Administrator. In such application, the Participant may elect to receive a distribution of his entire Account as a lump sum as soon as practicable after the application is received by the Plan Administrator and in accordance with the Plan's normal processing standards and procedures. The Valuation Date for the distribution will be the day on which the Participant's payment record is processed for distribution by the Plan Administrator.

(c) Installment Payments.

In the application described in subsection (b), a Participant who is eligible for a distribution under Section (1) may elect to have his Account paid to him in:

(i) Monthly installments, the number of which must be multiple of 12 and may not exceed the lesser of (A) 300 or (B) the number of months until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9));

(ii) Quarterly installments, the number of which must be a multiple of four and may not exceed the lesser of (A) 100, or (B) the number of quarters until the end of the joint life and last survivor expectancy of the Participant and his Spouse ((determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9));

(iii) Semi-annual installments, the number of which must be a multiple of two and may not exceed the lesser of (A) 50, or (B) the number of quarters until the end of the joint life and last survivor expectancy of the Participant and his Spouse ((determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or(ii) Annual installments, the number of which must be a multiple of one and may not exceed the lesser of (A) 25, or (B) the number of years until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)).

Any election under Section (3)(c) may not be modified by the Participant except to the extent permitted under Section (3)(d).

(d) Installment Payment Methodology.

Installment payments described in subsection (c) shall be subject to the following provisions:

(i) The first installment will be made as soon as practicable after the Participant's application is received by the Plan Administrator. Except to the extent required to satisfy subsection (d)(vi), the amount of each installment, if applicable, will be determined by dividing the value of the Participant's Account balance by the number of months remaining in the installment schedule.

(ii) Each Participant who elects the installment option may also elect to make interim withdrawals at any time after the payment of the first installment has been made; provided that a Participant who elects any interim withdrawal may not make another interim withdrawal for at least 12 months following the Participant's prior interim withdrawal; provided further that this subsection (d)(ii) shall not apply in the case of a deemed election described in subsection (e).

(iii) A Participant who elects the installment option may elect to receive a lump sum distribution of the balance of his Account at any time.

(iv) In the event the Participant dies prior to a complete distribution of his Account, the balance of his Account will be paid in a single sum payment to his Beneficiary in accordance with subsection (g) below.

(v) All payments under this subsection (d) shall be valued as of the day on which the payment is processed for distribution by the Plan Administrator.

(vi) The amount of any cash distributed under this subsection (d) for installment under Section (3)(c) shall not be less than $30.

(e) Age 70 1/2.

Notwithstanding anything to the contrary in this Section (3), if (i) a Participant is eligible for a distribution from the Plan under Section (1) and (ii) the Plan Administrator has not received a proper distribution application from the Participant by the Applicable Date, the Participant shall be deemed to have made an election under Section (3)(c)(ii) on the Applicable Date to receive his distribution in 13 annual installments; provided that to the extent required by Article VII(7)(c), there shall be less than 12 months between any two installments. For purposes of this subsection (e), the term "Applicable Date" shall mean the latest of (A) the attainment of age 70 1/2, (B) December 15 of the Plan Year in which the Participant has a Termination of Employment, or (C) the date that is 30 days after a notice is sent to the Participant by the Plan Administrator informing him of the applicability of the distribution form described in this subsection (e) if a proper distribution application is not received by the Applicable Date. The figure "13" in the second preceding sentence shall be reduced by one for each year (or fraction thereof) by which the Participant's age on the Applicable Date exceeds age 70 1/2. For purposes of this subsection (e), with respect to a Participant who has made an election under subsection (h) to have his Account paid to him in the form of one or more discretionary withdrawals, the Plan Administrator shall be deemed not to have received a proper distribution application from the Participant by the Applicable Date except with respect to the portion of the Participant’s Account that the Participant has, as of the Applicable Date, elected to withdraw in an application received by the Plan Administrator by the Applicable Date.

(f) Limits on Distribution during Reemployment.

Notwithstanding the foregoing, no distribution shall be made pursuant to this Section (3) if, at the time such distribution would be made, the Participant has been reemployed by the Employer as an Employee. Any further distribution shall be deferred until the Participant again qualifies for such a distribution under the terms of the Plan.

(g) Death Benefits.

In the event of the death of a Participant, all amounts credited to his Account shall be distributed in a single payment to his Beneficiary as soon as practicable and in accordance with the Plan's normal processing standards and procedures.

(h) Periodic Discretionary Withdrawals.

Except as otherwise provided in this Plan, a Participant who is eligible for a distribution from the Plan pursuant to Section (1) may elect to have his Account paid to him in the form of one or more periodic discretionary withdrawals.

(a) The Participant shall determine the amount of any such periodic withdrawal, but such amount shall not be less than the lesser of $500 or the balance of the Participant's remaining Account.

(ii) A Participant who is eligible to elect a periodic discretionary withdrawal may elect to receive a discretionary withdrawal by making an application therefore to the Plan Administrator in a manner designated by the Plan Administrator. In such application, the Participant may elect to receive a distribution of all or part of his Account balance (subject to paragraph (i) above) as soon as practicable after the application is received by the Plan Administrator and in accordance with the Plan's normal processing standards and procedures.

(iii) In the event a Participant dies prior to complete distribution of his Account, the balance of his Account will be paid in a single sum payment to this Beneficiary in accordance with subsection (g) of this Article VII(3).

(iv) This subsection (h) is subject to the provisions of subsections (a), (e), (f), and (g) of this Article VII(3).

(i) 75% Joint and Survivor Annuity

This subpart (3)(i) only applies to a Participant's Spousal Consent Account Balance and Survivor Annuity Account Balance, if any, and only to the extent required by law. Subject to the foregoing, in the application described in subsection (b), a Participant who is eligible for a distribution under Section (1) may elect to have his Spousal Consent Account Balance and Survivor Annuity Account Balance payable in the form of a "75% Joint and Survivor Annuity." For this purpose, a "75% Joint and Survivor Annuity" means an annuity under which joint and survivor benefits are paid to the Participant for his life, and, following the Participant's death, are paid to the Participant's Spouse during the Spouse's lifetime at a rate equal to seventy-five percent (75%) of the rate at which such benefits are payable to the Participant. Where this optional form is available to the Participant, the Plan shall provide the Participant, within the time frame set forth in Article VII(8)(a)(vi), a written explanation of the 75% Joint and Survivor Annuity. The 75% Joint and Survivor Annuity is purchased with the distributable

proceeds of the Spousal Consent Account Balance and/or Survivor Annuity Account Balance, as applicable under Article VII, provided that for purposes of Article XIII(1)(b), the 75% Joint and Survivor Annuity is purchased with the distributable proceeds of the Sanders Participant's After-Tax Balance. The provisions of Article VII(8)(xi) and (b)(ii) also apply to the 75% Joint and Survivor Annuity.

**(4) MEDIUM OF DISTRIBUTION:**

Except as provided for the SDBA Option, all distributions shall be made in cash. Notwithstanding the preceding, if a Participant or Beneficiary whose Account includes an interest in the Company Stock Fund and/or the ESOP Fund so elects in the manner prescribed therefore by the Plan Administrator, distribution of all or part of such interest shall be in Shares (with fractional Shares paid in cash); provided that any amount paid as an annuity shall be paid only in cash. See also Section (13)(h).

**(5) OTHER DISTRIBUTIONS:**

In the event that a loan made to a Participant under Article VIII is in default (as determined by the Plan Administrator under terms that are incorporated herein by reference) and the Plan Administrator determines, under terms that are incorporated herein by reference, that it is necessary for a distribution to be made under the Plan in order to cure such default and that such a distribution could be made under the terms of this Plan and Treasury Regulation § 1.401(k)-1(d) (or any applicable successor provision), the Plan Administrator, with notice to the Participant, shall cause a distribution to be made on behalf of the Participant under the Plan which shall be applied by the Plan Administrator to the unpaid balance of the loan, including accrued interest. Such distribution shall be charged against the security for the loan, as determined under Article VIII(2)(h). Any such distribution shall be subject to whatever restrictions and other rules are applicable under Article IV, Article VII, or other Plan provisions, as the case may be, except to the extent that the context clearly indicates otherwise.

**(6) QUALIFIED DOMESTIC RELATIONS ORDERS:**

The Plan shall comply with any order determined by the Plan Administrator to be a qualified domestic relations order (within the meaning of Code Section 414(p)). Notwithstanding the foregoing, a payment under a qualified domestic relations order may commence at the time set forth in the order, even if such time would be earlier than the date on which the amount would otherwise be payable to the Participant under the Plan.

The Plan Administrator shall establish reasonable procedures consistent with applicable rules to determine the qualified status of domestic relations orders and to administer distributions under such qualified domestic relations orders (or the segregation of amounts pending determination of such status).

**(7) ADDITIONAL DISTRIBUTION RULES:**

(a) Distributions of Small Amounts.

(i) If a Participant has a Termination of Employment, and the value of his Account exceeds $5,000 (determined as of such times and in such manner as are required by Code Section 411(a)(11)), his Account will not be distributed to him prior to his attainment of age 70 1/2 without his written consent. Notwithstanding anything in this Plan to the contrary (including, without limitation, Sections (8) and (13)), if a Participant has a Termination of Employment, and the value of his Account does not exceed $5,000 (determined as of such times and in such manner as are required by Code Sections 411(a)(11) and 417), and if he does not elect a distribution of his entire Account under this Article VII within six months of the date on which his Account becomes distributable under Section (1), his Account shall be distributed as soon as practicable, consistent with Plan administrative procedures, in a single sum without his consent.

(ii) For purposes of this Section (7)(a), the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings applicable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's account balance as so determined is $5,000 or less, the Plan shall distribute the Participant's entire nonforfeitable account balance in accordance with the second sentence of this section.

(b) Distribution Due Date.

Unless a Participant elects otherwise, the distribution of the Participant's Account shall begin not later than the sixtieth day after the close of the Plan Year in which the latest of the following dates occurs:

(i) the date on which the Participant attains age 65;

(ii) the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(iii) the date on which the Participant has a Termination of Employment.

For purposes of this subsection (b), the failure by a Participant to submit to the Plan Administrator a proper distribution application in a timely fashion to receive a distribution by the day described in the preceding sentence shall be deemed to be an election by the Participant not to receive a distribution by such day.

(c) Minimum Distribution Requirements

(i) General Rules.

(A) Precedence. The requirements of this Section 7(c) will take precedence over any inconsistent provisions of the Plan, provided that this Section shall not be considered to allow a participant or beneficiary to delay a distribution beyond the time otherwise provided in the Plan or elect an optional form of benefit not otherwise provided in the Plan.

(B) Requirements of Treasury. Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(ii) Time and Manner of Distribution.

(A) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date.

(B) Death of Participant Before Distributions Begin. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the participant's surviving spouse is the participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, on or by December 31 of the calendar year in which the Participant would have attained age $70^{1}/_{2}$, if later.

(2) If the participant's surviving spouse is not the participant's sole Designated Beneficiary, then the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

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

(4) If the participant's surviving spouse is the participant's sole Designated Beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this section (c)(ii)(B), other than section (c)(ii)(B)(1), will apply as if the surviving spouse were the participant.

For purposes of this section (c)(ii)(B) and section (c)(iv), unless section (c)(ii)(B)(4) applies, distributions are considered to begin on the participant's Required Beginning Date. If section (c)(ii)(B)(4) applies, distributions are considered to begin on the date distributions are required to

begin to the surviving spouse under section (c)(ii)(B)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section (c)(ii)(B)(1), the date distributions are considered to begin is the date distributions actually commence.

(C) Forms of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with sections (c)(iii) and (c)(iv). If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(iii) Minimum Distributions During Participant's Lifetime.

(A) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401 (a)(9)-9 of the Treasury regulations, using the participant's age as of the participant's birthday in the distribution calendar year; or

(2) if the participant's sole Designated Beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the distribution calendar year.

(B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section (c)(iii) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the participant's date of death.

(iv) Required Minimum Distributions After Participant's Death

(A) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance

by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant's Designated Beneficiary, determined as follows:

(I) The participant's remaining life expectancy is calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(II) If the participant's surviving spouse is the participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(III) If the participant's surviving spouse is not the participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the participant's remaining life expectancy calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(B) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the remaining life expectancy of the participant's Designated Beneficiary, determined as provided in section (c)(iv)(A)

(2) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(C) Death of Surviving Spouse before Distributions to Surviving Spouse Are Required to Begin. If the participant dies before the date distributions begin, the participant's surviving spouse is the participant's sole Designated Beneficiary, and the surviving spouse dies

before distributions are required to begin to the surviving spouse under section (c)(ii)(B)(1) this section will apply as if the surviving spouse were the participant.

(v) Definitions

(A) Designated Beneficiary. The individual who is designated as the beneficiary under Article I of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-l, Q&A-4, of the Treasury regulations.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under section (c)(ii)(B). The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's Required Beginning Date occurs, will he made on or before December 31 of that Distribution Calendar Year.

(C) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(D) Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(E) Required Beginning Date. The date defined in Code section 401(a)(9) and the Treasury regulations promulgated thereunder.

(d) Rollovers to Other Plans.

(i) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section (7)(d), a Distributee may elect at the time and in the manner prescribed by the Plan 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.

(ii) For purposes of Section (7)(d)(i), the following rules apply:

(A) In the sole and absolute discretion of the Plan Administrator, a Direct Rollover may be made by any means permitted by Treasury Regulation §1.401(a)(31)-1 Q/A-3, Q/A-4 (or any applicable successor provision).

(B) The Plan Administrator may, in its sole and absolute discretion, require, as a condition of making a Direct Rollover, that the Distributee electing the Direct Rollover provide such information or documentation as is permitted under Treasury Regulation §1.401(a)(31)-1 Q/A-6 (or any applicable successor provision).

(C) The Plan Administrator may establish a deadline for a Distributee to elect a Direct Rollover, which deadline shall comply with all applicable requirements under the Code. To the extent permitted by law, such deadline may vary depending on the circumstances of the Distributee (such as whether Section (7)(c) applies to the Participant).

Except as provided in section (7)(f), if a Distributee does not make any election by the applicable deadline, the Distributee shall be deemed to have elected not to have a Direct Rollover made.

(D) Subject to the other requirements set forth in this Section (7)(d), a Distributee may elect to have all or any portion of his Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(E) Any election to have a Direct Rollover made with respect to an Eligible Rollover Distribution must specify a single Eligible Retirement Plan to which the Direct Rollover shall be made.

(F) For purposes of this Plan, a Direct Rollover with respect to a Distributee shall be treated as a distribution or withdrawal with respect to such Distributee.

(G) If an Eligible Rollover Distribution is one payment in a series of periodic payments, and the Distributee elects to have some or all of such Eligible Rollover Distribution paid to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover, such election shall apply to all subsequent payments in the series; provided that the Distributee is permitted at any time to change the election with respect to subsequent payments in the series; provided further that any such change shall be treated as an election subject to this Section (7)(d)(ii)(G).

(iii) The provisions of this Section (7)(d) shall apply only to the extent required by the plan qualification rules of Section 401(a) of the Code.

(iv) Direct Rollover Distributions (PPA).

a. Nonspouse Beneficiary Rollovers. A designated beneficiary (as defined in Code section 401(a)(9)(E)) of a Participant who is not the surviving spouse of the Participant may elect to roll over such distribution to an individual retirement plan described in Code section 402(c)(8)(B)(i) or (ii) established for the purpose of receiving such distributions.

b. Employee Contributions. The portion of an Eligible Rollover Distribution attributable to after-tax employee contributions that are not includible in gross income may be rolled over in a direct rollover distribution to an annuity contract described in Code section 403(b) provided that such contract provides for separate accounting of such after-tax contributions and earnings thereon.

c. Eligible Retirement Plan. The term Eligible Retirement Plan shall include a Roth IRA described in Code section 408A.

(e) Investment Funds.

In the event that the portion of the Participant's Account from which a distribution is made is invested in more than one Investment Fund at the time of such distribution, the amount distributed (subject to Section 72 of the Code) shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund.

(f) Default Rollover

Notwithstanding anything to the contrary in Article VII (7)(a), in the event of a mandatory distribution (within the meaning of Code Section 411(a)(11) and 401(a)(31)(B) greater than $1,000 in accordance with the provisions of Article VII (7)(a), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly as permitted under the Plan, the Plan Administrator will pay the distribution in a single lump sum direct rollover to an individual retirement plan designated by LMIMC.

**(8) SPECIAL RULES REGARDING MONEY PURCHASE PENSION COMPONENT:**

This Section (8) shall apply notwithstanding any other provision of this Plan to the contrary.

(a) Spousal Consent Account Balance.

With respect to a Participant's Spousal Consent Account Balance:

(i)Pre-Retirement Survivor Annuity.

Unless otherwise elected as provided below, a Participant who dies before the Annuity Starting Date and who has a Spouse shall have his Spousal Consent Account Balance paid to his Spouse in the form of a Pre-Retirement Survivor Annuity. Unless the Spouse consents to an earlier distribution, payment of the Pre-Retirement Survivor Annuity will begin within a reasonable time after the later of (A) the date the Participant would have attained his Normal Retirement Age or (B) the date that is 90 days after the death of the Participant. If a person married to the Participant on the date of the Participant's death is not a Spouse, distribution of the Participant's Spousal Consent Account Balance shall be made without regard to Section (8)(a).

(ii) Waiver of Pre-Retirement Survivor Annuity.

(A) An election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant during the election period in writing and on a form prescribed therefore by the Plan Administrator, and shall require the Spouse's consent as provided in Section (8)(a)(vii).

(B) Notwithstanding the terms of any waiver regarding the form of death benefit, if the Spouse has not, at the time of the Participant's death, properly consented to a non-Spouse Beneficiary, the Spouse may elect on a form prescribed therefore by the Plan Administrator (I) to begin receiving the Pre-Retirement Survivor Annuity within an administratively reasonable time following the later of the Participant's death or the Spouse's election, or (II) to receive a single sum distribution of the Participant's Spousal Consent Account Balance within a reasonable time following the later of the Participant's death or the Spouse's election. Any written election described in this Section (8)(a)(ii)(B) must be obtained not more than ninety (90) days before distribution begins and shall be made in accordance with the provisions of this Section (8). If a Spouse's election is not received by the later of the time the Participant would have attained his Normal Retirement Age or ninety (90) days after the Participant's death, distribution of the Pre-Retirement Survivor Annuity will begin within an administratively reasonable time after such date.

(iii) Election Period.

The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and shall end on the date of the Participant's death. An earlier waiver (with Spousal consent) may be made, but such waiver shall become invalid at the beginning of the Plan Year in which the Participant attains age 35. When a Participant separates from service prior to the beginning of

the election period, the election period shall begin on the date of separation from service.

(iv) Notice of Election Rights.

The Plan Administrator shall provide Participants with an explanation of the election that meets the requirements of Code Section 417(a)(3)(B).

(v) Joint and Survivor Annuity.

Unless otherwise elected as provided below, a Participant who does not die before the Annuity Starting Date shall receive his Spousal Consent Account Balance in the form of a Joint and Survivor Annuity. The Joint and Survivor Annuity shall begin within an administratively reasonable time after the Participant's Annuity Starting Date.

(vi) Election to Waive Joint and Survivor Annuity.

An election to waive the Joint and Survivor Annuity must be made by the Participant during the election period in writing on a form prescribed therefore by the Plan Administrator with the consent of the Participant's Spouse. An election to designate a Beneficiary or form of benefits may not be changed without Spousal consent. An unmarried Participant may, in accordance with procedures established by the Plan Administrator, elect during the election period to waive the Joint and Survivor Annuity. An election may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph.

(vii) Spousal Consent.

Spousal consent will be valid only if (I) it is in writing on a form prescribed therefore by the Plan Administrator, (II) the Spouse's consent acknowledges the effect of the consent, and (III) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefore by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(A) there is no Spouse;

(B) the Spouse cannot be located; or

(C) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's waiver under Section (8)(a)(vi) or Section (8)(a)(ii), whichever is applicable, will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary and, in the case of an election to waive the Joint and Survivor Annuity, form of benefit designated in that consent. For purposes of Section (8)(a)(vi), a consent under this provision may not be revoked. For purposes of Section (8)(a)(ii), a consent under this provision may be revoked at any time and upon revocation the consent shall cease to be valid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(viii) Election Period.

The election period to waive the Joint and Survivor Annuity is the ninety (90) day period ending on the Annuity Starting Date (except to the extent otherwise provided in Code Section 417(a)(7)). A payment shall not be considered to occur after the Annuity Starting Date when actual payment is reasonably delayed for calculation of the benefit amount.

(ix) Notice of Election Rights.

The Plan Administrator shall provide the Participant with an explanation of the election which meets the requirements of Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)).

(x) Effect of Waiver.

If a proper waiver is executed under Section (8)(a)(vi) with respect to a Participant, the Participant's Spousal Consent Account Balance shall be distributed under the provisions of this Article VII without regard to this Section (8).

(xi) Purchase of Annuities.

Any costs associated with the purchase of annuity contracts under this Section (8) shall be charged against the distributable proceeds of the Participant's Spousal Consent Account Balance. After an annuity contract has been purchased and distributed, neither the Plan nor the Employer shall have any further obligation for payment of benefits attributable to the Participant's Spousal Consent Account Balance.

(xii) Small Amounts.

If the value of a Participant's Account is $5,000 or less (determined as of such times and in such manner as are required by Code Section 417), this Section (8)(a) shall not apply with respect to such Participant.

(b) Joint and Survivor Annuity Account Balance.

A Participant's Joint and Survivor Annuity Account Balance may, at the election of the Participant, be distributed in any form described in Section (8)(a), subject to the following provisions:

(i) The provisions in Section (8)(a) regarding Spousal consent shall not apply.

(ii) A Participant's Joint and Survivor Annuity Account Balance shall be available to the Participant in the form described in Section (8)(a)(v) only if such Participant's Spousal Consent Account Balance is provided in such form, or if the Participant has no Spousal Consent Account Balance.

(iii) If a Participant's Joint and Survivor Annuity Account Balance is available in the form described in Section (8)(a)(v), Section (3) shall apply as if such form were available thereunder with respect to the Participant's Joint and Survivor Annuity Account Balance; provided that if a Participant does not elect this form of benefit, the Participant's Joint and Survivor Annuity Account Balance shall be distributed in the same form, at the same time, and subject to the same Beneficiary designation as all other amounts subject to Section (3) with respect to the Participant.

(iv) The forms of benefit and the timing of benefits described in Section (8)(a)(i) and (ii) shall only be available with respect to a Participant to the extent that (I) the Participant dies before his Annuity Starting Date, and (II) the Participant's Beneficiary is his Spouse. In all other cases, Section (3)(g) shall apply to the Participant's Joint and Survivor Annuity Account Balance.

(v) If the value of a Participant's Account is $5,000 or less (determined as of such times and in such manner as are required by Code Section 417), this Section (8)(b) shall not apply with respect to such Participant.

(c) Any distribution to a Participant in the form described in Section (8)(a)(v) shall commence at the same time as all other distributions to such Participant under Section (3).

**(9) [RESERVED]**

**(10) VESTING:**

(a) Except as otherwise provided in this Plan, all amounts credited to a Participant's Account shall be fully vested and nonforfeitable.

(b) Notwithstanding anything herein to the contrary, a portion of a Participant's Account that would be vested but for this subsection (b) (together with any income attributable to such portion) shall be forfeited (i) to the extent provided in Article III(8)(b) and Article III(8)(c), (ii) to the extent that such portion is attributable to a Matching Contribution that relates to an Excess Deferral Amount distributed under Article III(9), provided that this Article VII(10)(b)(ii) shall not apply to the extent that such Matching Contribution would be distributed pursuant to Article III(8)(c), and (iii) to the extent otherwise provided for in other provisions of this Plan. A forfeiture under the preceding sentence shall occur as of the date determined by the Plan Administrator in its sole and absolute discretion, subject to the provisions of applicable law.

**(11) USE OF FORFEITURES:**

Forfeitures under this Plan or under a Prior Plan shall be used to offset amounts that the Employing Companies would otherwise contribute to the Plan.

**(12) RESTORATION OF FORFEITED AMOUNTS UPON REPAYMENT:**

(a) If, with respect to a participant under this Plan or a Prior Plan, a forfeiture occurred under this Plan or a Prior Plan by reason of a distribution to such participant, and such former participant is subsequently reemployed as an Employee, such former participant shall have the right, under procedures prescribed by the Plan Administrator, to make a lump sum repayment of the entire amount distributed, provided that such repayment must be made before the earlier of (i) five years after the first date after the distribution on which the former participant is reemployed as an Employee, or (ii) the completion of a five-year Period of Severance after the date of the distribution.

(b) If the former participant is reemployed as an Employee prior to the completion of a five-year Period of Severance after the date of the distribution, the forfeited amounts, at the value as of the date of distribution, shall be restored to the former participant's Account without regard to the deductibility of such contributions under Code Section 404 (notwithstanding anything herein to the contrary).

(c) Except for purposes of Articles III and V-A (and related provisions) and except as the context indicates otherwise, the amount repaid by the participant and the amount restored by the Corporation shall be treated under this Plan as if they were contributed to the Trust Fund on the day when repaid and on the day when restored.

## ARTICLE VIII
## LOANS TO PARTICIPANTS

### (1) AVAILABILITY OF LOANS TO PARTICIPANTS:

(a) The Plan Administrator may, in its sole and absolute discretion and effective at such time as it specifies, provide for the availability of loans from the Plan to Employees who have Accounts thereunder and to any other Participant or Beneficiary (in the case of a deceased Participant) who is a party in interest within the meaning of Section 3(14) of ERISA. If the Plan Administrator institutes such a loan program, the loans shall be made pursuant to the provisions and limitations of this Article VIII. References in this Article VIII to a "Participant" shall be deemed to be references also to a Beneficiary (in the case of a deceased Participant) except to the extent that the context or applicable law indicates otherwise.

(b) The Plan Administrator may establish rules, which are incorporated herein by reference, governing loans, provided that such rules are not inconsistent with the provisions of this Article VIII and applicable law. These rules may limit the number of loans a Participant may receive, require payment of loan processing fees by the Participant (either directly or out of his Account), or establish any other requirements the Plan Administrator determines to be necessary or desirable.

### (2) TERMS AND CONDITIONS OF LOANS TO PARTICIPANTS:

Any loan under this Article VIII shall satisfy the following requirements:

(a) Amount of Loan.

At the time a loan is made, the principal amount of the loan, plus the outstanding balance (principal plus accrued interest) due on any other loans to the Participant from the Plan, shall not exceed the lesser of (i) $50,000 or (ii) one-half of the value of the Participant's vested Account. The $50,000 limit shall be reduced by the excess (if any) of (A) the highest outstanding balance of all Qualified Retirement Plan Loans to the Participant during the one-year period ending on the day before the date on which the loan is made, over (B) the outstanding balance of all Qualified Retirement Plan Loans to the Participant on the date on which such loan is made. Company Contributions are not taken into account in determining the amount available for a loan.

At the time a loan is made, the principal amount of the loan shall not be less than $500.

(b) Source of Loan. Effective January 9, 2019, each loan shall be treated as an investment of the Borrower's Account. Except as otherwise provided, any loan to a Participant shall be made, pro rata, from the following amounts in the Participant's Account: Rollover Contributions; Matching Contributions; nonelective employer contributions; Before-Tax Contributions; After-Tax Contributions; and lastly Roth Deferral Contributions (including rollover of Roth amounts and In-Plan Roth Rollover amounts). Loan repayments (both principal and interest) shall be applied pro rata to the sources from which the loan was made.

Roth Deferral Contributions (including rollover of Roth amounts and In-Plan Roth Rollover amounts) will be the last source from which loans will be made. Loan repayments (both principal and interest) will be applied pro-rata to each Roth source account in proportion to the amounts originally transferred from each source to fund the loan.

Company Contributions are not available for loans.

(c) Investment Funds.

In the event that the portion of the Participant's Account from which the loan is made (as set forth in Article VIII(2)(b)) is invested in more than one Investment Fund at the time of such loan, the amount loaned shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Amounts paid by a Participant to the Plan as repayments of a loan shall be allocated on a pro rata basis to the Investment Funds charged in making such loan.

(d) Application for Loan.

The Participant must apply for a loan in the manner specified by the Plan Administrator.

(e) Length of Loan.

(i) The Participant shall be required to repay the loan in approximately equal installments of principal and interest over not longer than 5 years, or such shorter period as the Plan Administrator may designate. The 5-year (or shorter) limit shall not apply to any loan the proceeds of which are applied by the Participant to acquire or construct any dwelling unit that is to be used within a reasonable time after the loan is made as the principal residence of the Participant. In the latter case, the loan shall be for a maximum of 15 years.

(ii) The principal amount of the loan, together with all accrued interest, shall immediately become due when the Participant is no longer employed by an Employing Company and is no longer a party in interest under Section

3(14) of ERISA; provided however, that the Plan Administrator may allow for such Participant to continue to make loan repayments on a monthly basis until the scheduled payoff date.

(f) Prepayment.

A Participant shall be permitted at any time to repay the loan in whole prior to maturity, without penalty, in accordance with procedures established by the Plan Administrator. A Participant may not extend, refinance, renegotiate, renew, or modify a loan in any way. If a Participant elects to repay a loan using a direct debit (ACH) process, the Participant will be restricted from requesting any withdrawal or distribution from his Account for seven (7) days from the date the Participant provides his direct debit banking information.

(g) Notes, Interest, and Withholding.

The Plan Administrator may require that the loan be evidenced by a promissory note executed by the Participant and delivered to the Trustee, and shall bear interest at a reasonable rate determined by the Plan Administrator, which determination is incorporated herein by reference. Negotiation of a loan check shall be deemed to be consent to the terms of the loan and the related promissory note. For this purpose, the Plan Administrator will use a rate of interest which provides the Plan with a return commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. Repayment of principal and payment of interest will be made in installments not less frequently than quarterly and normally will be effected through payroll withholding, and the Participant shall execute any necessary documents to accomplish this as a condition to approval of the loan.

The loan shall be secured by an assignment of the Participant's right, title, and interest in and to his Account in the Plan. The initial source of such security shall be determined under the loan source rules of Section (2)(b). Amounts held as security for a loan shall not be available for withdrawal or distribution except to the extent that such amounts are applied to the unpaid balance of the loan (including accrued interest) pursuant to applicable provisions of this Plan.

(h) One Loan Outstanding; No Loans if in Default.

A Participant may not have more than one loan outstanding at any time under this Plan and any other plan in which the Participant has an account balance. No loan shall be made to any Participant who is in default with respect to a loan under this Plan, as determined by the Plan Administrator under terms which are incorporated herein by reference.

(j) No Refinancing of Loans.

No loan from the Plan may be refinanced by a loan under this Article VIII In addition, no loan hereunder may be made to a Participant prior to the date that is fifteen (15) days after the date that all previous loans from the Plan have been repaid in full.

(k) Other Terms and Conditions.

The Plan Administrator shall fix such other terms and conditions of the loan and shall require such documentation as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 401(a) of the Code, to qualify the loan as exempt from the prohibited transaction rules of the Code or ERISA, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant, which other terms and conditions are incorporated herein by reference. The Plan Administrator, in its sole and absolute discretion, may for any reason fix other terms and conditions of the loan, not inconsistent with the provisions of this Article VIII, which other terms and conditions are incorporated herein by reference.

(l) No Prohibited Transactions.

No loan shall be made unless such loan is exempt from the tax imposed on prohibited transactions by Section 4975 of the Code (or would be exempt from such tax if the Participant were a disqualified person as defined in Section 4975(e)(2) of the Code) by reason of Section 4975(d)(1) of the Code.

## ARTICLE VIII-A
## SECTION 401(h) ARRANGEMENT

### (1) ESTABLISHMENT OF MEDICAL EXPENSE ACCOUNT:

Medical Expenses incurred by Eligible Individuals shall be payable under the Plan to the extent provided in this Article VIII-A. The Section 401(h) Trustee shall maintain the Medical Expense Account for the purpose of paying such Medical Expenses.

### (2) CONTRIBUTIONS TO THE MEDICAL EXPENSE ACCOUNT:

(a) The Corporation may in its sole and absolute discretion make contributions from time to time to the Medical Expense Account. No employee contributions to the Medical Expense Account shall be required or permitted. Any contribution to the Medical Expense Account shall be designated by the Corporation as such and shall be accounted for separately from all other assets held in the Trust Fund, provided that assets attributable to the Medical Expense Account may be commingled with other Trust Fund assets for investment purposes. The Medical Expense Account shall be credited with Corporation contributions designated for such Account and gains and losses attributable to such contributions. No part of the Trust Fund other than the Medical Expense Account shall be used to pay Medical Expenses under this Article VIII-A or to pay administrative expenses attributable to the Section 401(h) Arrangement.

(b) In no event shall the contributions made to the Plan with respect to the Medical Expense Account exceed the limitations on such contributions imposed by Section 401(h) of the Code.

(c) Notwithstanding anything herein to the contrary, nothing contained in this Plan shall obligate the Corporation to make any contribution to the Medical Expense Account, and nothing herein shall obligate the Corporation to institute or continue a plan or program for paying Medical Expenses. In the event a Participant's interest, if any, in the Medical Expense Account is forfeited prior to the termination of the Plan, the amount of the forfeiture shall be used as soon as practicable to reduce contributions to fund the Medical Expense Account.

### (3) MEDICAL EXPENSES PAYABLE FROM MEDICAL EXPENSE ACCOUNT:

The amount of the Medical Expense payable from the Medical Expense Account with respect to a particular Eligible Individual shall be the amount payable or reimbursable with respect to such Eligible Individual under the plan or program listed in Appendix 2 in which he is a participant at the time the expense was incurred, less the amounts paid, if any, with respect to the expense from any voluntary employees' beneficiary association under Section 501(c)(9) of the Code or from any other plan or arrangement providing for the payment of Medical Expenses established by the Employer (including payments made from the Employer's general assets). Notwithstanding the foregoing, the Trust Fund shall

not have any obligation to pay any Medical Expenses in the event there are insufficient funds in the Medical Expense Account to pay any such Medical Expense.

**(4) APPLICABILITY OF OTHER RULES:**

Neither the Medical Expense Account (or any part thereof) nor any amounts payable thereunder shall (a) constitute part of the accrued benefit of any individual, (b) be protected by Code Section 411(d)(6) or ERISA Section 204(g) from reduction or elimination, (c) be subject to ERISA Section 204(h), (d) be subject to Code Section 401(a)(11) or ERISA Section 205, (e) be subject to any other requirements set forth in the Code or ERISA that are not legally required to be applicable, or (f) be subject to any Plan provisions implementing any of the Code or ERISA provisions referred to in this sentence. For example, the Medical Expense Account and amounts payable thereunder shall be subject to Sections (1) and (2) of Article X. No Participant has a nonforfeitable right to any benefit under this Article VIII-A.

**(5) IMPOSSIBILITY OF DIVERSION:**

Prior to the satisfaction of all liabilities for Medical Expenses payable under Section (3), no funds in the Medical Expense Account shall be used for, or diverted to, any purpose other than the payment of Medical Expenses or the payment of any necessary or appropriate expenses attributable to the administration of the Medical Expense Account.

**(6) TERMINATION OF MEDICAL EXPENSE ACCOUNT:**

If the Medical Expense Account is terminated and the Plan remains effective or if the Plan is terminated, any surplus funds shall be returned to the Corporation, in accordance with Code Section 401(h). For this purpose, the term "surplus funds" shall mean funds in the Medical Expense Account that are not required under the terms of this Article VIII-A (as amended as of such time) to be used to provide Medical Expenses on behalf of Eligible Individuals or to be used to pay for other liabilities arising out of the operation of the Medical Expense Account.

**(7) 401(h) REQUIREMENTS:**

This Article VIII-A and the establishment and operation of the Medical Expense Account are intended to comply with Code Section 401(h), and all provisions of this Article VIII-A shall be interpreted and applied in such a manner as to achieve this purpose.

## ARTICLE IX
## PLAN SPONSOR AND NAMED FIDUCIARIES
## ALLOCATION OF RESPONSIBILITIES

**(1) PLAN SPONSOR:**

The Plan Sponsor shall have the authority and responsibility for:

(a) the design of the Plan and the Trust Agreement, including the right to amend the Plan and the Trust Agreement; and

(b) the qualification of the Plan under applicable law.

**(2) LMIMC:**

(a) In General.

LMIMC is a Named Fiduciary of the Plan and shall be responsible for Plan investments and the appointment, removal, and replacement of Investment Managers and the Trustee.

(b) Responsibilities.

LMIMC shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) appointment, removal, and replacement of the Trustee;

(ii) appointment, removal, and replacement of one or more Investment Managers, which shall be responsible for managing such portion of the Trust Fund as LMIMC shall specify;

(iii) establishment of funding and investment policies;

(iv) internal management and investment of such portion of the Trust Fund as LMIMC shall specify;

(v) setting strategic asset allocation guidelines, including the establishment of asset categories in which the Plan invests or, to the extent the Plan contains participant-directed investments, the establishment of asset categories and the addition, removal, or replacement of available investment options for such participant-directed investments;

(vi) appointment, removal, and replacement of third party service providers with respect to investment matters (such as insurance companies,

consultants, and advisers) including setting or agreeing to the terms of compensation for such third party service providers;

(vii) to the extent permitted by ERISA and the Code, paying reasonable expenses of administering the Plan from Plan assets;

(viii) all functions assigned to LMIMC under the terms of the Plan and the Trust Agreement;

(ix) the exercise of all fiduciary functions concerning the investment of Plan assets provided in the Plan or the Trust Agreement, except such functions as are specifically assigned to other Named Fiduciaries;

(x) interpretation and construction of Plan provisions to the extent necessary or appropriate in carrying out the foregoing responsibilities; and

(xi) appointment, removal and replacement of the Independent Fiduciary.

All of LMIMC's actions pursuant to the responsibilities set forth above (including, for example, LMIMC's determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. LMIMC shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

(c) Rules and Procedures.

LMIMC may adopt such rules to govern its own procedures as it may deem advisable, provided that such rules are not inconsistent with the provisions and purposes of the Plan or Trust Agreement

**(3) TRUSTEE:**

(a) In General.

Any Trustee designated hereunder shall be a bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee. The Trustee shall be a Named Fiduciary of the Plan.

(b) Responsibilities.

The Trustee shall, unless otherwise directed by LMIMC or an Investment Manager (if such has been appointed), have exclusive authority and sole and absolute discretion to manage and invest the assets of the Trust Fund, as provided in the Trust Agreement. The Trustee shall further be responsible for the holding and disbursement of all contributions and income received by it under this Plan,

as provided in the Trust Agreement, and shall have such other responsibilities as are provided in such Agreement.

**(4) PLAN ADMINISTRATOR:**

(a) In General.

The Corporation is the Plan Administrator. The Plan Administrator is a Named Fiduciary of the Plan and shall be responsible for administering the Plan and making and reviewing claim determinations. The Corporation shall act through its Vice President, Benefits in performing its responsibilities as Plan Administrator.

(b) Responsibilities.

The Plan Administrator shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) determination of benefit eligibility and the amount of benefits payable to Participants and Beneficiaries and certification thereof to the Trustee for payment;

(ii) establishment of procedures to be followed by Participants and Beneficiaries for filing applications for benefits;

(iii) appoint the committee(s) or other person(s) responsible for making and reviewing claim determinations as provided in Article XI;

(iv) interpretation and construction of Plan provisions (except to the extent provided in Section (2)(b)(x));

(v) preparation and filing of all reports required to be filed by the Plan with any agency of Government;

(vi) appointment, removal, and replacement of third party service providers (such as insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third party service providers;

(vii) maintenance of all records of the Plan other than those maintained by the Trustee or LMIMC;

(viii) compliance with all disclosure requirements imposed by state or federal law;

(ix) establishment of a funding policy; and

(x) all functions assigned to the Plan Administrator under the terms of the Plan or the Trust Agreement.

All of the Plan Administrator's actions pursuant to the responsibilities set forth above (including, for example, the Plan Administrator's determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. The Plan Administrator shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

**(5) ALLOCATION OF NAMED FIDUCIARIES' RESPONSIBILITIES:**

Each Named Fiduciary is allocated the individual responsibility for the prudent execution of the functions assigned to it, and none of such responsibilities or any other responsibility shall be shared by two or more of such Named Fiduciaries unless such sharing shall be provided by a specific provision of the Plan or Trust Agreement. Whenever one Named Fiduciary is required by the Plan or Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as such instructions are on their face proper under applicable law.

**(6) AUTHORITY TO BIND PLAN:**

Persons dealing with the Plan may rely on the actions of LMIMC or the Plan Administrator as duly authorized actions of the Plan with respect to matters within their respective areas of responsibility. Such persons may act upon written communications signed by LMIMC or the Plan Administrator, as applicable.

**(7) DELEGATION OF AUTHORITY:**

LMIMC and the Plan Administrator may authorize employees of the Corporation or of LMIMC to carry out certain of their responsibilities; provided that LMIMC shall remain the fiduciary responsible for the management and control of Plan assets, except to the extent that those responsibilities are allocated to the Trustee or delegated to an Investment Manager. Persons dealing with the Plan may act upon the authority of any agent appointed in writing by LMIMC or the Plan Administrator to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing.

**(8) INDEMNIFICATION:**

To the extent permitted by law, the Corporation shall indemnify any employee of the Employer who is performing duties on behalf of LMIMC, the Plan Administrator, or the Plan, against any and all expenses and/or liabilities arising out of such service.

## ARTICLE X
## AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION

**(1) AMENDMENT OF PLAN:**

The Board of Directors of the Corporation (or one or more persons or entities to whom such authority has been delegated by the Board) may, subject to Section (4), amend at any time any or all provisions of this Plan in any respect (including retroactively) to the maximum extent permitted by law. Such an amendment may be made at any time by written instrument identified as an amendment of the Plan effective as of a specified date (or dates) and such amendment shall be binding on all Employing Companies, Participants, Beneficiaries, and other individuals and entities.

**(2) TERMINATION OF PLAN:**

The Corporation expects to continue the Plan indefinitely. However, subject to Section (4), the Corporation shall, to the maximum extent permitted by law, have the right at any time to terminate the Plan (including retroactively) in whole or in part by suspending or discontinuing contributions hereunder in whole or in part, or to otherwise terminate the Plan (including retroactively). In accordance with any amendment to the Plan that may be adopted in connection with any such termination, the Corporation may after such termination continue the Plan and Trust in effect for the purpose of making distributions under the Plan as they become payable, or may authorize the distribution of all or any part of the assets of the Trust Fund as to which the Plan has been terminated. In the event of termination, the Plan Administrator and LMIMC shall continue to administer the Plan and the Trustee shall continue to administer the Trust as herein provided for application and disbursement in accordance with the Plan. In the event of a termination or partial termination of the Plan, or the complete discontinuance of contributions under the Plan, the account balance of each affected Participant (but subject to Article VII(10) of this Plan) will be nonforfeitable.

**(3) MERGER, CONSOLIDATION, OR TRANSFER:**

In the case of any merger or consolidation of the Plan with, or in the case of any transfer of assets or liabilities of the Plan to, any other plan, each Participant and Beneficiary in the Plan must be entitled to receive a benefit immediately after the merger, consolidation, or transfer, that satisfies the requirements of Code Section 414(l). In the case of a merger of the Plan with one or more other defined contribution plans, the first sentence of this Section (3) shall be treated as satisfied if the following safe harbor requirements are met:

(a) The sum of the account balances in each plan equals the fair market value (determined as of the date of the merger) of the entire plan assets;

(b) The assets of each plan are combined to form the assets of the plan as merged; and

(c) Immediately after the merger, each participant in the plan as merged has an account balance equal to the sum of the account balances the participant had in the plans immediately prior to the merger.

In the case of a transfer of assets or liabilities of the Plan to any other plan, such transfer shall be treated as a spinoff of a plan with the transferred assets and/or liabilities and a merger of such spunoff plan with the transferee plan. In the case of such a spinoff, the first sentence of this Section (3) shall be treated as satisfied if after the spinoff the following safe harbor requirements are met:

(d) The sum of the account balances for each of the participants in the resulting plans equals the account balance of the participant in the plan before the spinoff; and

(e) The assets in each of the plans immediately after the spinoff equals the sum of the account balances for all participants in that plan.

For purposes of subsections (a) and (e) above, the reference to "account balances" shall include all separately maintained accounts (whether called an account or not) in any plan referred to; for example, with respect to the Plan, such term shall include, but shall not be limited to, Accounts, the Loan Suspense Account, the Medical Expense Account, any suspense account maintained under Article III(10)(e), any unallocated account in which forfeitures may be held temporarily pending timely allocation, and any segregated amount or other account maintained pursuant to a qualified domestic relations order {within the meaning of Code Section 414(p)} or pursuant to Article VII(6).

No merger, consolidation, or transfer shall take place if such merger, consolidation, or transfer would cause this Plan to cease to be a qualified plan.

**(4) LIMITATIONS ON AMENDMENT OR TERMINATION:**

The Corporation shall not have the right to modify or amend the Plan in such manner so as to affect, in a materially adverse manner, the rights and duties of the Trustee without its consent in writing, unless such modification or amendment is necessary to conform the Plan to, or to satisfy or continue to satisfy the conditions of, any applicable law or is necessary to cause the Plan to meet or to continue to meet the requirements for qualification of the Plan under Section 401(a) or 401(k) of the Code, provided that the Trustee may at any time (including after the execution of an amendment) waive such requirements, which waiver may be retroactively effective.

## ARTICLE XI
## CLAIMS PROCEDURE

### (1) CLAIMS PROCEDURE AND REVIEW

The following claims review procedure shall apply to claims and appeals filed on or after January 1, 2002.

(a) Any Participant, Beneficiary, Surviving Spouse, or Contingent Annuitant, or other person who is entitled to payment of a benefit for which provision is made in this Plan shall file a written claim with the Plan Administrator or its delegate. If a claim is wholly or partially denied, the Plan Administrator shall, within 90 days after receipt of the claim, furnish to the claimant a written notice setting forth, in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) 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; (4) an explanation of the steps to be taken if the claimant wishes to have the denial reviewed as provided in Section 2 below; and (5) a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review. The 90-day period may be extended for not more than an additional 90 days if special circumstances make such an extension necessary. The Plan Administrator shall give to the claimant, before the end of the initial 90-day period, a written notice of such extension, stating such special circumstances and the date by which the Plan Administrator expects to render a decision. If the extension is made because the claimant must furnish additional information, the extension period will begin when the additional information is received.

(a) By written application filed with the Plan Administrator within 90 days after receipt by a claimant of the written notice of denial described in Section (1) above, the claimant or his duly authorized representative may request a review of the denial of his claim.

(b) In connection with such review, the claimant or his duly authorized representative may submit to the Plan Administrator issues, comments, documents, records, and other information relating to the claim for benefits. In addition, the claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits. A document, record, or other information is "relevant" if it: (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or information was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required under federal law.

(c) The Plan will provide an impartial review that takes into account all comments, documents, records, and other information submitted by the claimant relating to

the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Plan Administrator shall make a decision and furnish such decision in writing to the claimant within 60 days after receipt by the Plan Administrator of the request for review. This period may be extended to not more than 120 days after such receipt if special circumstances make such an extension necessary. The claimant will be notified in writing prior to the expiration of the original 60-day period if such an extension is required, and such notice will include the reason for the extension and the date by which it is expected that a decision will be reached.

(d) The decision on review shall be in writing, set forth in a manner calculated to be understood by the claimant, and shall include: (1) specific reasons for the decision; (2) specific references to the pertinent Plan provisions on which the decision is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information “relevant” to the claimant’s claims for benefits, as described under Article XI(1)(c) above; (4) description of any additional materials or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement describing any voluntary appeal procedures and the claimant’s right to obtain information about such procedures, if any; and (6) a statement of the claimant’s right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review.

(e) The decisions of the Plan Administrator on matters of denial of claims shall be final and binding on all parties for the purpose of review under the provisions of the Plan. The Plan Administrator and its delegates shall have full discretion to interpret and construe the terms of the Plan.

(f) For purposes of Sections (a) through (g), Plan Administrator shall mean the Plan Administrator or its delegate, including the Administrative Committee (the Committee designated by the Plan Administrator to review claims) or such other person(s) as designated by the Plan Administrator. For purposes of this Claims Review Procedure, claimant shall include the duly authorized representative of the claimant, if any.

"Notwithstanding anything herein to the contrary, the following claims and appeals procedures shall apply with respect to claims for disability benefits filed under the Plan on or after April 1, 2018. These claims and appeals procedures are intended to comply with the requirements of Department of Labor Regulation section 2560.503-1 and shall be operated and interpreted consistent with that intent.

(a) Claims for Disability Benefits. Any participant, beneficiary, surviving spouse, or contingent annuitant, or other person who is entitled to a disability benefit under the Plan (a "claimant") shall file a written claim with the appropriate claims administrator (the "processor"). A benefit is a "disability benefit" for purposes of these procedures if the Plan conditions its availability to the claimant upon a finding of disability; provided, however, that if that finding is made by a party other than the Plan for purposes other than making a benefit determination under

the Plan (e.g., if Plan benefits are to be paid to a person who has been determined to be disabled by the Social Security Administration or under the Corporation's long term disability plan), then these claims and appeals procedures will not be applied to a claim for such benefits.

(b) Time Frame for Claim Reviews. If a claim is wholly or partially denied, the processor shall notify the claimant of the Plan's denial within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This 45-day period may be extended for not more than two additional periods of 30 days each if the processor determines that such extension is necessary due to matters beyond the control of the Plan. The processor shall provide the claimant, before the end of the initial 45-day period (or, in the case of a second extension, before the end of the first 30-day extension period), a written notice of such extension, stating the circumstances requiring an extension of time and the date by which the processor expects to render a decision, and the notice of extension shall specifically explain the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. If the extension is made because the claimant must furnish additional information, the 30-day periods will begin when the additional information is received.

(c) Claim Denials. If the claim is denied in whole or in part, the claimant will be notified in writing in a culturally and linguistically appropriate manner within the time period outlined in paragraph (b). The notice shall state the following:

(i)The specific reason(s) for the decision;

(ii)A reference to the specific Plan provision(s) upon which the decision is based;

(iii)A description of any additional information needed to review the claim request;

(iv)Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse decision, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v)If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(vi)A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;

(vii)A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) a Social Security Administration disability determination presented by the claimant to the Plan; and

(viii)Instructions for requesting a review of the claim denial and the applicable time limits, including information regarding the claimant's right to bring a civil lawsuit under Section 502(a) of ERISA following a benefit claim denial on review.

(d) Appeals Process. If a claimant's claim is denied in whole or in part, the claimant or his or her authorized representative can request a review of (or appeal) the denied claim within the time limit set forth in paragraph (e). The review will take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If desired, the claimant or his or her authorized representative may review the appropriate Plan documents and submit written information supporting the claim to the appropriate claims administrator.

The claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits. The claimant will be able to review his or her file and present information as part of the review.

The appeal will be reviewed and decided independently to the original claim process. The appeal decision will not be made by someone who was involved in the original decision or by someone who reports to the initial decision maker. The claims administrator will ensure that all claims and appeals are handled impartially. The person involved in making the decision will not receive compensation, promotion, continued employment or other similar items based upon the likelihood he or she will support a denial of Plan benefits.

In deciding an appeal of a claim that was denied based on a medical judgment, a provider with appropriate training and experience in the field of medicine involved will be consulted (such provider will not be someone who was consulted in connection with the original claim denial nor someone who reports to the original consultant). The claimant may request the identity of any medical or vocational experts consulted in making a determination of the appeal.

Before the Plan can issue an adverse decision on appeal, the claimant will be provided, free of charge, with (i) any new or additional evidence considered, relied upon, or generated by the Plan or other decision-maker in connection with the claim; and (ii) any new or additional rationale on which the decision is based. Such evidence and/or rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse decision on appeal is required to be provided.

(e) Time Limits for Appeals. The claimant or his or her authorized representative has 180 calendar days from the date of the claim denial to make a written request for an internal review or appeal to the appropriate claims administrator. The claims administrator will respond in writing with a decision within 45 calendar days after it receives an appeal for a claim determination.

(f) Decision on Appeal. If the claim is denied on appeal, in whole or in part, the claimant will receive a written notice from the claims administrator in a culturally and linguistically appropriate manner within the review period outlined in paragraph (e). The notice will provide the following:

(i)The specific reason(s) for the decision;

(ii)A reference to the specific Plan provisions upon which the decision is based;

(iii)A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;

(iv)Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse determination, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v)If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge;

(vi)A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) **a** Social Security Administration disability determination presented by the claimant to the Plan;

(vii)Where required, a, statement that there may be other voluntary alternative dispute resolution options. The written denial on appeal will include a statement regarding the claimant's right to bring a timely civil lawsuit. under Section 502(a) of ERISA following a benefit claim denial on appeal; and

(viii) A statement describing any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire."

## ARTICLE XII
## MISCELLANEOUS

### (1) TOP-HEAVY PROVISIONS:

The following provisions shall become effective in any Plan Year in which this Plan is a Top-Heavy Plan, provided that this Section (1) shall only apply to the extent required by law.

(a) Top-Heavy Plan Status.

This Plan will be a Top-Heavy Plan for a given Plan Year if as of the last day of the preceding Plan Year either of the following situations occur:

(i) The ratio of the Accrued Benefits of Participants in this Plan who are Key Employees to the Accrued Benefits for all Participants in this Plan exceeds six-tenths (.6), or

(ii) This Plan is part of a Required Aggregation Group, and the ratio of the Accrued Benefits of Participants in any of the aggregated plans who are Key Employees to the Accrued Benefits of all Participants in the aggregated plans exceeds six-tenths (.6).

Notwithstanding anything in this subsection (a) to the contrary, this Plan shall not be a Top-Heavy Plan in any Plan Year in which this Plan is part of a Required or Permissive Aggregation Group which is not Top-Heavy. Neither shall this Plan be a Top-Heavy Plan if it is part of a Permissive Aggregation Group which is Top-Heavy but this Plan is not required to be part of a Required Aggregation Group.

(b) Definitions.

"Accrued Benefit" means the account balance of the Participant in this Plan or any other defined contribution plan and in the case of a defined benefit plan, the Accrued Benefit as defined under such plan, including any distribution from the plan within the five-year period ending on the last day of the preceding Plan Year. If any individual has not received any Compensation from any Employer (other than benefits under the Plan) at any time during the five-year period ending on the last day of the preceding Plan Year, any Accrued Benefit for such individual shall not be taken into account.

The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated

with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.
“Key employee” means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than $130,000 (as adjusted under section 416(i)(1) of the Code for plan years beginning after December 31, 2002), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

"Limitation Year" means the Plan Year.

"Permissive Aggregation Group" means all of the plans of the Employer which are included in the Required Aggregation Group plus any plans of the Employer which are not included in the Required Aggregation Group, but which satisfy the requirements of Sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group.

"Required Aggregation Group" means all of the qualified plans of the Employer in which a Key Employee is a Participant during the Plan Year containing the determination date, or which are necessary for such a plan to satisfy the requirements of Sections 401(a)(4) or 410 of the Code. Any Employer-maintained qualified plan that terminated within the one-year period ending on the Determination Date must be taken into account.

(c) Minimum Benefit.

The yearly minimum contribution to this Plan for an employee with respect to Plan Years during which this Plan is Top-Heavy, shall be equal to the lesser of (i) 3% of the Participant's Compensation for such Plan Year; or (ii) the highest percentage of Compensation allocated on behalf of a Key Employee to this Plan in the form of Before-Tax Contributions, QNECs, Matching Contributions, or other Employer contributions. The minimum contribution shall be made regardless of whether the Employee was a Participant in the Plan during such Top-Heavy Plan Years provided that he was eligible to participate. However, if any employee eligible to participate in this Plan receives the minimum benefit required under Section 416 of the Code under any defined benefit plan maintained

by the Employer, this subsection (c) shall not be applicable with respect to such employee.

(i) Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of section 416(c)(2) of the Code and the plan. The preceding sentence shall apply with respect to matching contributions under the plan or, if the plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of section 401(m) of the Code.

If any employee eligible to participate in this Plan receives the minimum benefit required under Section 416 of the Code under any defined benefit plan maintained by the Employer, provisions providing for a minimum top heavy contribution under this Plan shall be inapplicable to such employee.

**(2) PROHIBITION AGAINST ALIENATION:**

Except as otherwise provided in this Plan, no Participant or Beneficiary shall have any right to withdraw, assign (either at law or in equity), pledge, transfer, appropriate, encumber, commute, alienate, or anticipate his interest in the Plan and Trust, or any payments to be made hereunder, and no benefits, payments, rights, or interest of such a person under the Plan shall be in any way subject to any legal or equitable process to levy or execute upon, charge, garnish, or attach the same for payment of any claim against such person, nor shall any such person have any right of any kind whatsoever with respect to the Plan and Trust, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are made out of the Trust, as and when the same are or shall become due and payable under the terms of the Plan. Any attempt to transfer, pledge, or levy upon or otherwise alienate an interest of a Participant or Beneficiary shall be invalid except as otherwise provided in this Plan.

**(3) RELATIONSHIP BETWEEN EMPLOYING COMPANIES AND EMPLOYEES:**

The adoption and maintenance of the Plan shall not be deemed to constitute or modify a contract between any Employer and any Employee or Participant or to be a consideration or inducement for or condition of the performance of services by any person. Nothing herein contained shall be deemed to give to any Employee or Participant the right to continue in the service of any Employer, to interfere with the right of an Employer to discharge any Employee or Participant at any time, or to give an Employer the right to require an Employee or Participant to remain in its service or to interfere with his right to terminate his service at any time.

**(4) PARTICIPANTS' BENEFITS LIMITED TO ASSETS:**

Each Participant by his participation in the Plan and Trust, shall be conclusively deemed to have agreed to look solely to the Trust Fund, and not to any other person, entity, or assets for the payment of any benefit to which he may be entitled by reason of his participation, and to have consented to all of the terms and conditions of the Plan, as the same may be amended from time to time, and shall be bound thereby with the same force and effect as if he were a party to this Plan.

**(5) TITLES AND HEADINGS:**

The titles and headings of the articles and sections in this Plan are placed herein for convenience of reference only, and in case of any conflicts, the text of this Plan, rather than the titles or headings, shall control.

**(6) GENDER AND NUMBER:**

The masculine pronoun, wherever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

**(7) APPLICABLE LAW:**

The provisions of this Plan shall be construed according to the laws of the State of Maryland, except to the extent that they are preempted by ERISA, or by other federal law. The Plan is intended to comply with ERISA and the Code. Any claim or action by a participant or beneficiary relating to or arising under this Plan shall only be brought in the U.S. District Court for the District of Maryland, and this court shall have personal jurisdiction over any participant or beneficiary named in the action.

**(8) INABILITY TO LOCATE PAYEE:**

Anything to the contrary herein notwithstanding, if the Plan Administrator is unable, after a reasonable effort, to locate any Participant or Beneficiary to whom an amount is distributable hereunder, such amount shall be forfeited. Notwithstanding the foregoing, however, such amount shall be reinstated, by means of an additional contribution by the Corporation if and when a valid claim for the forfeited amount is subsequently made by such Participant or Beneficiary or if the Plan Administrator receives proof of death of such person, satisfactory to the Plan Administrator; in such case, payment of the reinstated amount shall be made in accordance with the provisions of this Plan. No such additional contribution shall reduce the Matching Contributions otherwise required. Any benefits lost by reason of applicable state law relating to escheat or abandoned property shall be considered forfeited but shall not be subject to reinstatement.

**(9) INCOMPETENCE OF PAYEE:**

In the event any benefit is payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Plan Administrator is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his property, the Plan Administrator may direct the Trustee to apply the whole, or any part of such benefit, directly to the care, comfort, maintenance, support, education, or use of such person, or pay or distribute the whole or any part of such benefit to (a) the parent of such person, (b) the guardian, committee, or other legal representative, wherever appointed, of such person, (c) the person with whom such person resides, (d) any person having the care and control of such person, or (e) such person personally. The receipt by the person to whom any such payment or distribution is so made shall constitute a full and complete discharge of the rights of affected Participants, former Participants, and Beneficiaries under the Plan.

**(10) DEALING WITH THE TRUSTEE:**

No person dealing with the Trustee shall be obliged to see to the application of any property paid or delivered to the Trustee or to inquire into the expediency or propriety of any transaction or the Trustee's authority to consummate the same, except as may specifically be required of such person under ERISA.

**(11) RETURN OF CONTRIBUTIONS:**

(a) All contributions to the Plan are expressly conditioned on the initial qualification of the Plan under Section 401 of the Code, and if such qualification shall be denied, the Participants (with respect to After-Tax Contributions) and the Corporation (with respect to all other contributions) shall be entitled to receive a return of contributions made after the effective date of such denial, net of any losses attributable thereto and together with any earnings thereon, as soon as practicable but in any event within one year after the denial of qualification of the Plan.

(b) The Corporation's contributions to the Plan are conditioned upon the deductibility of such contributions under Section 404 of the Code for the taxable year for which made, and the Corporation shall be entitled to receive a return of any contribution, net of any losses attributable thereto, to the extent its deduction is disallowed, within one year after such disallowance.

(c) If a contribution is made to the Plan by the Corporation and/or an individual by a mistake of fact, the Corporation and/or such individual shall be entitled to receive a return of such contribution, net of any losses attributable thereto and, in the case of an individual, together with any earnings thereon, within one year after the making of such contribution.

**(12) EXPENSES:**

All reasonable expenses of administering the Plan shall be paid from the assets of the Plan in accordance with this Article XII(12), provided that the provisions of this Article

XII(12) are subject to the provisions of Article VIII-A and all other applicable provisions of this Plan and of the law. Brokerage commissions and related expenses shall be paid by the Investment Fund for which the expense was incurred. Expenses relating to Plan operation and administration, including the compensation of the Trustee, Investment Managers, and service providers shall be charged to the assets of the Plan in general.

**(13) SEPARABILITY:**

If any provision of this Plan is found, held, or deemed to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of this Plan shall continue in full force and effect.

**(14) PARTICIPANTS' PROTECTED RIGHTS:**

In addition to all rights expressly provided under this document, a Participant or Beneficiary shall have such rights as are required to be provided to such person by reason of Code Section 411(d)(6). Any Plan provision in conflict with the preceding sentence shall be void to the extent of such conflict.

**(15) CODE SECTION 414(u); HEART ACT:**

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414 (u).

(b) Loan repayments will be suspended under this Plan as permitted under Code Section 414(u)(4).

(c) Qualified Reservist Distributions. Participants who are ordered or called to active duty after September 11, 2001 may take a Qualified Reservist Distribution from the Plan. A Qualified Reservist Distribution is a distribution of elective deferrals (as adjusted by earnings or losses) made to a Participant who (by reason of being a member of a reserve component as defined in 37 U.S. Code Section 101) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, provided that the distribution is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

(d) Death Benefits for Participants on Active Military Duty. To the extent required by Code section 401(a)(37), effective January 1, 2007, the beneficiary of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) is entitled to any benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant resumed employment with the Corporation and then terminated employment on account of death.

(e) Differential Wage Payments. Effective January 1, 2009, to the extent permitted or required by Code Section 414(u)(12), (i) an individual who is receiving differential wage payments (as defined in Code Section 3401(h)(2)) from the Corporation shall be treated as an employee of the Corporation, and (ii) differential wage payments shall be treated as compensation under the Plan.

(f) Distributions to Participants on Active Military Duty Upon Deemed Severance From Employment. Notwithstanding anything in the Plan to the contrary, to the extent required by Code Section 414(u)(12)(B), an individual is treated as having been severed from employment for the purposes of Code Section 401(k)(2)(B)(i)(I) during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A). Effective September 20, 2010, a Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A)) and is treated as having been severed from employment under this paragraph may elect a distribution of elective deferrals and associated earnings. If such a Participant elects to receive a distribution by reason of this section, the Participant may not make elective deferrals or employee contributions during the 6-month period beginning on the date of the distribution.

**(16) OFFSETS:**

The Plan shall apply any offset described in Code Section 401(a)(13)(C) in the manner described therein.

**(17) PLAN ADMINISTRATOR AUTHORITY:**

The Plan Administrator shall comply with all requirements of applicable law with respect to Distributions and is authorized to do so in any manner determined by the Plan Administrator in its sole and absolute discretion. Thus, for example, the Plan Administrator is authorized to act in any manner that complies with Treasury Regulation §1.411(a)-11(c)(2) (or any applicable successor provision) and, as provided in Section (8)(a)(ix), is authorized to act in any manner that complies with Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)) (to the extent applicable under the law).

IN WITNESS WHEREOF, Lockheed Martin Corporation has caused this amended and restated plan document for the Lockheed Martin Corporation Salaried Savings Plan to be executed on the date set forth below.

LOCKHEED MARTIN CORPORATION

By: /s/ Jean A. Wallace
Jean A. Wallace
Acting Senior Vice President, Human Resources

Date: 12/18/19

As of January 1, 2019

**LOCKHEED MARTIN CORPORATION**
**SALARIED SAVINGS PLAN**

**Appendix 1-A**

Participating Business Units: 401(k) Feature

Effective for the Plan Year beginning January 1, 2019, an employee is included in a group of employees designated in this Appendix 1-A if he is:

A salaried Regular Employee of any of the following Business Areas (including individuals badged to Lockheed Martin Global Inc., but excluding individuals covered by a collective bargaining agreement between the Employer and a collective bargaining agent except to the extent that such agreement provides that such individuals shall be covered by the Plan, and excluding individuals eligible to participate in another plan which includes a cash or deferred arrangement which is maintained by an Employer, and excluding any separate subsidiary which is not specifically listed herein):

Corporate Group, excluding EBS employees in Puerto Rico.

Aeronautics Company, excluding Lockheed Martin Logistics Services, Inc. and including Deposition Sciences, Inc.

Missiles and Fire Control, including LM Advanced Energy Storage, LLC.

Rotary and Mission Systems, including employees of Sikorsky Aircraft Corporation who are represented by International Association of Fire Fighters, Sikorsky Aircraft Fire Fighters Local I-68 and Security Police Fire Professionals of America (SPFPA) Local 690.

Space, excluding Astrotech Space Operations, Zeta Associates, Inc., and GeoShare.

The Plan also excludes newly hired employees who are in a group whose initial terms and conditions of employment are the subject of ongoing negotiations between the Employer and a collective bargaining agent.

As of January 1, 2019

**LOCKHEED MARTIN CORPORATION**
**SALARIED SAVINGS PLAN**

**APPENDIX 1-B**

Participating Business Units: Company 2% Contribution Feature

Effective for the Plan Year beginning January 1, 2019, an employee is included in a group of employees designated in this Appendix 1-B if he is:

A salaried Regular Employee of any of the following Business Areas (including individuals badged to Lockheed Martin Global Inc. and excluding (i) individuals covered by a collective bargaining agreement between the Employer and a collective bargaining agent except to the extent that such agreement provides that such individuals shall be covered by the Plan, (ii) individuals eligible to participate in Operations Support benefits, and (iii) any separate subsidiary which is not specifically listed herein):

Corporate Group, excluding EBS employees in Puerto Rico

Aeronautics Company, excluding Lockheed Martin AeroParts, Inc., Lockheed Martin Aircraft Center, and Lockheed Martin Logistics Services, Inc., and including Deposition Sciences, Inc., and Lockheed Martin Pinellas.

Missiles and Fire Control, excluding the SOF GLSS-LMOS employees badged to Business Unit B8827 and LM Energy-LMOS employees badged to Business Unit B6882, and including LM Advanced Energy Storage, LLC.

Rotary and Mission Systems, excluding Svcs-LMOS employees badged to Business Unit B6983 and Sikorsky Svcs LMOS employees badged to Business Unit B6103 and including Sikorsky Aircraft Corporation, including employees of Sikorsky Aircraft Corporation who are represented by International Association of Fire Fighters, Sikorsky Aircraft Fire Fighters Local I-68 and Security Police Fire Professionals of America (SPFPA) Local 690.

Space, excluding Astrotech Space Operations, Zeta Associates, Inc., GeoShare, and Space LMOS employees badged to Business Unit B4441 (excluded through December 31, 2019, but included effective January 1, 2020).

The Plan also excludes newly hired employees who are in a group whose initial terms and conditions of employment are the subject of ongoing negotiations between the Employer and a collective bargaining agent.

As of January 1, 2019

**LOCKHEED MARTIN CORPORATION**
**SALARIED SAVINGS PLAN**

**APPENDIX 1-C**

Participating Business Units: Company 4% Contribution Feature

Effective January 1, 2019, an employee is included in a group of employees designated in this Appendix 1-C if he is:

A salaried Regular Employee of any of the following Business Areas (including individuals badged to Lockheed Martin Global Inc. and excluding (i) individuals covered by a collective bargaining agreement between the Employer and a collective bargaining agent except to the extent that such agreement provides that such individuals shall be covered by the Plan, (ii) individuals covered under a defined benefit pension plan sponsored by Lockheed Martin Corporation or any member of its controlled group, (iii) individuals hired before January 1, 2006 (excluded until the payroll coincident with January 1, 2020), (iv) individuals eligible to participate in Lockheed Martin Operations Support benefits, and (v) any separate subsidiary which is not specifically listed herein):

Lockheed Martin Advanced Environmental Systems, Inc.

Lockheed Martin Aeronautics Company, excluding Lockheed Martin AeroParts, Inc., Lockheed Martin Logistics Services, Inc., LM Aircraft Center, and any other employees actively participating in the CAP, and including Deposition Sciences, Inc., and Lockheed Martin Pinellas.

Lockheed Martin Corporate Headquarters, including business area headquarters employees

Lockheed Martin Corporate Enterprise Business Services excluding EBS Puerto Rico and EBS Marion, MA.

Lockheed Martin Employment Services, Inc.

Lockheed Martin Finance Corporation

Lockheed Martin International Inc.

Lockheed Martin International, SA (LMISA)

Lockheed Martin International GmBH

Lockheed Martin International Limited
Lockheed Martin Investment Co.

Lockheed Martin Investments, Inc.

Lockheed Martin Investment Management Co.

Lockheed Martin Missiles & Fire Control Business Area excluding SOF GLSS-LMOS employees badged to Business Unit B8827 and LM Energy-LMOS employees badged to Business Unit B6882 and including Lockheed Martin Advanced Energy Storage LLC.

Lockheed Martin Overseas Corporation

Lockheed Martin Overseas Services Corporation

LM Properties, Inc.

Lockheed Martin Rotary & Mission Systems, excluding Svcs-LMOS Business Unit B6983 and Sikorsky Svcs LMOS Business Unit B6103 and including employees of Sikorsky Aircraft Corporation who are represented by International Association of Fire Fighters, Sikorsky Aircraft Fire Fighters Local I-68 and Security Police Fire Professionals of America (SPFPA) Local 690.

Lockheed Martin Space, excluding Zeta Associates, Astrotech Space Operations, GeoShare and Space LMOS employees badged to Business Unit B4441(excluded through December 31, 2019, but included effective January 1, 2020).

LM Stasys (US)

Lockheed Martin Technology Ventures Corporation

A Regular Employee of the above-referenced Business Areas who was earning credited service prior to January 1, 2020 in the Lockheed Martin Corporation Salaried Employee Retirement Plan (“LMRP”) will become eligible for the 4% Company Contribution Feature for the payroll coincident with January 1, 2020 following the freeze of credited service in the LMRP on December 31, 2019.

**Lockheed Martin Corporation Salaried Savings Plan**

APPENDIX 2

Retiree Medical Plans

Lockheed Martin Corporation Group Insurance for Retired Employees

**Lockheed Martin Corporation Salaried Savings Plan**

**APPENDIX 3**

*[This Appendix 3 has been omitted pursuant to Item 601(a)(5) of Regulation S-K. Appendix 3 sets forth the name of plans that have been merged with the Plan and the date of the mergers. The Corporation will provide a copy of Appendix 3 upon the request of the Commission or its staff.]*

**Exhibit 99.2**

# LOCKHEED MARTIN CORPORATION PERFORMANCE SHARING PLAN FOR BARGAINING EMPLOYEES

**(Amended and Restated Generally Effective January 1, 2019)**

INTRODUCTION 1

DEFINITIONS 2

EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION 20

CONTRIBUTIONS 21

ROTH DEFERRAL CONTRIBUTIONS 35

IN-PLAN ROTH ROLLOVERS 38

WITHDRAWALS 41

TRUST FUND 44

ESOP PROVISIONS 48

PARTICIPANT ACCOUNTS 50

ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER 56

LOANS TO PARTICIPANTS 71

PLAN SPONSOR AND NAMED FIDUCIARIES; ALLOCATION OF RESPONSIBILITIES 74

AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION 77

CLAIMS PROCEDURE 79

MISCELLANEOUS 83

**LOCKHEED MARTIN CORPORATION PERFORMANCE SHARING PLAN FOR BARGAINING EMPLOYEES**

**INTRODUCTION**

Effective July 1, 1998, the Lockheed Martin Corporation Performance Sharing Plan was renamed the Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees (hereinafter referred to as the "Plan"). Also effective July 1, 1998, the following plans (referred to herein as the "Prior Plans") were merged into this Plan: the Lockheed Martin Aerospace Savings Plan - Hourly, the Lockheed Martin Tactical Defense Systems Savings Plan - Hourly, the Lockheed Martin Librascope Retirement Savings Plan - Hourly, the Lockheed Martin Electro-Optical Systems 401(k) Matching Contribution Plan - Hourly (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Tactical Defense Systems Savings and Investment Plan - Hourly (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), and the Lockheed Martin Vought Systems Capital Accumulation Plan - Hourly. Accordingly, as of July 1, 1998, the terms of the 1999 Restated Plan Document (the "1999 Restatement") applied with respect to all assets and liabilities in existence with respect to the Prior Plans immediately before such date. Correspondingly, except as otherwise provided in this Plan document, as of July 1, 1998, the terms of the Prior Plans, as in effect immediately before such date, ceased to apply with respect to such assets and liabilities.

The terms of this Plan document shall be construed in accordance with the merger of the Prior Plans into the 1999 Restatement. This means that this Plan document shall be construed to comply with all legal requirements applicable to such a merger, such as Code Section 414(l), as reflected in Article XIII(3). This Plan document shall also be construed to comply with all legal requirements applicable to a merged plan.

In addition to satisfying applicable legal requirements, it is also intended more broadly that this Plan document shall be treated as a continuation of the Prior Plans. Accordingly, for example, elections and designations made by Eligible Employees and/or Participants under the Prior Plans shall be effective under this Plan, except to the extent inconsistent with the terms of this Plan or to the extent that the context indicates otherwise. On the other hand, this continuation concept does not apply to preserve the terms of the Prior Plans except to the extent specifically provided for in this Plan document.

The Plan is generally maintained pursuant to collective bargaining agreements between the Employer and collective bargaining agents. Accordingly, subject to certain exceptions, the Plan only covers individuals whom such collective bargaining agreements provide shall be covered by the Plan. The Prior Plans that were merged into this Plan were also collectively bargained plans. (The Prior Plans had previously been part of predecessor plans that had covered salaried employees as well.)

Under the Plan, Eligible Employees are entitled to elect to make (or have made on their behalf) Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions up to the limits specified in Article III and the Appendices to the Plan. With respect to certain Eligible Employees, the applicable collective bargaining agreement provides for the Corporation to make

Matching Contributions and/or Nonelective Contributions. The amount of these Corporation contributions and the Eligible Employees to whom they are allocated are described in Article III and the Appendices to the Plan.

The Plan is intended to qualify under Code Section 401(a), to contain a qualified cash or deferred arrangement (as defined in Code Section 401(k)), and to comply with the provisions of ERISA, the Code, and all other applicable federal laws and regulations. For purposes of qualification under the Code, the Plan is intended to be a profit-sharing plan, as that term is used under the Code. However, no contribution under this Plan shall be conditioned on the existence of profits of the Corporation, any Employing Company, the Employer, or any other entity or group of entities. The portion of the Plan that is invested in the Company Stock Fund is also intended to constitute an employee stock ownership plan under section 4975(e)(7) of the Code (the "ESOP"). The ESOP is designed to invest primarily in qualifying employer securities as provided in Code Section 404(k)(6). The provisions of the Plan shall be construed to effectuate the foregoing intentions.

The Plan was amended effective August 24, 2016, to reflect participants' elections to exchange shares of the Corporation's common stock held in the Plan for shares in the common stock of Leidos Holdings, Inc. pursuant to a transaction in which Leidos Holdings, Inc. acquired certain of the Corporation's businesses. The Leidos Stock Fund was added to the Plan for the period beginning August 25, 2016 and ending September 29, 2017, at which time the Leidos Stock Fund terminated. Amounts in the Leidos Stock Fund were reallocated by election of participants, or if no election was made, to the qualified default investment fund applicable to the participant.

The Plan has been amended from time to time to reflect various legally-required, bargaining and design changes. The Plan is amended and restated as follows, effective January 1, 2019 or such other date as set forth in the Plan or required by law. Except as specifically provided herein, the provisions of this instrument are not intended to enlarge the rights of any Employee whose employment with the Corporation terminated prior to January 1, 2019. Except as otherwise expressly stated herein, the rights of any such Employee shall be governed by the provisions of the applicable Plan as in effect at the time of his termination of employment.

## Article I.

## DEFINITIONS

The following words and phrases, when used in this document with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise:

(1) ACCOUNT:

The individual interest of a Participant in the Trust Fund as determined as of each Valuation Date.

(2) AE UNIT:

Eligible Employees in a collective bargaining unit which has adopted an automatic enrollment feature, as set forth in Appendix 2-B.

(3) AE EFFECTIVE DATE

The date the collective bargaining unit adopted the automatic enrollment feature, as set forth in Appendix 2-B.

(4) AE ELIGIBLE EMPLOYEE:

An Employee who is first hired (or re-hired) or transferred into an AE Unit on or after the AE Effective Date for the unit and who becomes eligible for the Plan as a result of such hire, re-hire, or transfer.

(5) AFFIRMATIVE ELECTION:

As the context requires, either (i) an affirmative election not to have any Elective Deferrals made (including an election during the Deemed Election Period (as defined in Article III(7) to opt-out of Default Elective Deferrals or an affirmative election to suspend contributions as set forth in Section (1)(d) of Article III), (ii) an affirmative election (in accordance with Section(1)(a) of Article III) to make Before-Tax or After-Tax Contributions, or (iii) an affirmative election to modify contributions in accordance with Section (1)(d) of Article III. An Affirmative Election must be made in such manner and such time as established by the Plan Administrator for such purpose.

(6) AFTER-TAX CONTRIBUTIONS:

After-tax contributions made to the Plan by a Participant pursuant to an election by the Participant to have a specified percentage of his Base Wages deducted from his pay and contributed to the Plan as After-Tax Contributions on his behalf. All After-Tax Contributions shall be identified and separately accounted for either as Basic After-Tax Contributions or as Supplemental After-Tax Contributions. After-Tax Contributions are intended to constitute employee contributions within the meaning of Code Section 414(h)(1).

(7) ANNUAL ADDITION:

Annual addition as defined in Code Section 415(c)(2). In the event that a contribution is allocated to a Participant’s Account because of an erroneous failure to allocate in a prior Plan Year, such contribution shall be part of the Participant’s Annual Addition for the Plan Year to which it relates, and not for the Plan Year in which it is contributed or allocated.

(8) ANNUITY STARTING DATE:

The first day of the first period for which an amount is paid as an annuity or any other form.

(9) AUTOMATIC CONTRIBUTION ARRANGEMENT:

An arrangement under which, in the absence of an Affirmative Election by a Covered Employee, a certain percentage of compensation will be withheld from the Covered Employee’s Base Wages and contributed to the Plan as a Before-Tax Contribution.

(10) BASE WAGES:

Actual earnings of the Employee as an Eligible Employee, determined separately for each pay period, and without regard to any salary reduction agreement entered into to make Before-Tax Contributions under Article III; including overtime, shift differential, salary continuation payments, commissions and other variable compensation plan payments, lump sum merit payments in lieu of a salary increase, any elective contributions made on behalf of a Participant that are excludable from taxable compensation under Code Section 125 (or elective amounts that are not includable in the gross income of a Participant by reason of Code Section 132(f)(4)), and rate guarantees; but excluding compensation for foreign services that is excludable by the Participant under Code Section 911, field service pay, sickness and accident benefits, discretionary incentive compensation, long-term performance incentive compensation, bonuses, severance pay, compensation in lieu of vacation time, any payments for education allowance, completion bonuses, relocation allowances, overseas or domestic allowances, rental allowances, rental assistance, travel allowances, vacation allowances, mortgage allowances, imputed income, and employer contributions (other than Before-Tax Contributions or contributions under a plan subject to Code Section 125) to this or any other benefit plan. Except as otherwise provided herein, Base Wages of an Employee shall not include any amount except to the extent such amount is paid to the Employee and is includible in the Employee's income for Federal income tax purposes for the Plan Year in which paid to the Employee. Notwithstanding the foregoing, total Base Wages for any Plan Year shall not include any amount over $200,000 (adjusted in accordance with Code Sections 401(a)(17) and 415(d)). The annual compensation of each Participant taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for that determination period that begins with or within such calendar year.

Notwithstanding the first sentence of this Section (10), with respect to Participants represented by the Association of Scientists and Professional Engineering Personnel (ASPEP) Local 1194 (Section (2) of Appendix 1) and, effective as of January 1, 2020, Participants represented by the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America (UAW), Local 848 (Section (1) of Appendix 1), Base Wages means actual base earning of the Employee as an Eligible Employee, determined separately for each pay period, and without regard to any salary reduction agreement entered into to make Before Tax Contributions under Article III; including salary continuation payments, lump sum merit payments in lieu of a salary increase, and any elective contributions made on behalf of a Participant that are excludable from taxable compensation under Code Section 125 or elective amounts that are not includible in the gross income of Participant by reason of Code Section 132(f)(4); but excluding overtime, shift differentials, commissions and other variable compensation plan payments, rate guarantees, compensation for foreign services that is excludable by the Participant under Code Section 911, field service pay, sickness and accident benefits, discretionary incentive compensation, long-term performance incentive compensation, bonuses, severance pay, compensation in lieu of vacation time, any payments for education allowance, completion bonuses, relocation allowances, overseas or domestic allowances, rental allowances, rental assistance, travel allowances, vacation

allowances, mortgage allowances, imputed income, and employer contributions (other than Before-Tax Contributions or contributions under a plan subject to Code Section 125) to this or any other benefit plan

(11) BASIC AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions elected by a Participant pursuant to Article III(5)(a) (or described in Article I(66)(b)).

(12) BASIC BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(a).

(13) BASIC CONTRIBUTION PERCENTAGE:

The percentage designated in Appendix 1.

(14) BASIC MAKE-UP CONTRIBUTION:

With regard to any Qualified Absence of an Eligible Employee, all Make-Up Contributions up to the total of the Basic Before-Tax Contributions and Basic After-Tax Contributions that would have been made during the first six months of the Qualified Absence, based solely on the Eligible Employee's Base Wages and contribution election in effect immediately prior to his Qualified Absence.

(15) BEFORE-TAX CONTRIBUTIONS:

Before-tax contributions made under a "cash or deferred arrangement" by the Corporation on a Participant's behalf pursuant to an election by the Participant under which he agrees to have his Base Wages (and/or, in the case of a Performance Award Employee, his Performance Award, or a COLA Employee, his COLA) reduced by a specified percentage (or by a specific amount in the case of a Performance Award or COLA) and the Corporation agrees to contribute an amount equal to such reduction to the Plan as Before-Tax Contribution. All Before-Tax Contributions shall be identified and separately accounted for either as Basic Before-Tax Contributions or as Supplemental Before-Tax Contributions. Before-Tax Contributions are intended to constitute employer contributions made on an elective basis under a qualified cash or deferred arrangement within the meaning of Code Section 401(k)(2).

(16) BENEFICIARY:

The person or persons designated by the Participant to receive any payment from the Trust Fund after the death of a Participant. A designation of a beneficiary other than the Participant's Spouse (or a change to a beneficiary other than the Participant's Spouse) will not be valid unless accompanied by a Spouse's Consent that complies with Article I(98). Such person or persons shall be designated in a manner prescribed for this purpose by the Plan Administrator and may be changed from time to time in a manner prescribed for this purpose by the Plan Administrator. Any designation or change in designation shall be effective only upon receipt by the Plan Administrator of such designation or change in designation and shall be effective only if received

by the Plan Administrator prior to the death of the Participant. In the absence of such a designation, the Beneficiary shall be (a) the Participant's Spouse or (b) if there is no Spouse surviving the Participant, the Participant's estate.

With respect to a Prior Plan Participant, if a designation of a beneficiary other than the Participant's Spouse (or a change to a beneficiary other than the Participant's Spouse) was in effect and valid as of June 30, 1998 under a Prior Plan, such designation shall be treated as in effect and valid under this Plan as of the Effective Date, subject to change in the manner set forth in the preceding paragraph of this Section (16).

(17) BOARD OF DIRECTORS:

The Board of Directors of the Corporation, or any delegate of such Board.

(18) CODE:

The Internal Revenue Code of 1986, as amended from time to time, and the regulations issued thereunder. A reference to any Section of the Code shall also be deemed to refer to any applicable successor statutory provision.

(19) COST OF LIVING ADJUSTMENT (COLA):

A cost-of-living adjustment ("COLA") payable to an Employee as an Eligible Employee and as a COLA Employee.

(20) COLA BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions made by reason of an election by a COLA Employee to have his COLA reduced by 100% and to have the Corporation agree to contribute an amount equal to such COLA to the Plan as a Before-Tax Contribution.

(21) COLA EMPLOYEE:

An Eligible Employee who is covered by a collective bargaining agreement between the Employer and a collective bargaining agent, which agreement provides that such Employee may elect to have a COLA reduced by 100% and to have the Corporation agree to contribute an amount equal to such COLA to the Plan as a Before-Tax Contribution.

(22) COMPANY STOCK:

The common stock, par value $1.00, of Lockheed Martin Corporation (or any successor entity).

(23) COMPANY STOCK FUND:

The Investment Fund offered under the Plan pursuant to Article IX(1)(a)(ii) that exclusively invests in Company Stock (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet liquidity needs of the Fund).

(24) COMPANY STOCK TRUSTEE:

The trustee or trustees of Plan assets held in the Company Stock Fund, which trustee or trustees may be the same as or different from the trustee or trustees of other Plan assets, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

(25) COMPENSATION:

Compensation for a Plan Year shall mean compensation as defined in Treasury Regulation §1.415(c)-2(d)(4) (or any applicable successor provision) (including amounts paid or reimbursed by the employer for moving expenses incurred by the employee, but only to the extent that such amounts are described in Treasury Regulation §1.415(c)-2(d)(4) (or any applicable successor provision)); provided that Compensation shall also include amounts described in Code Section 415(c)(3)(D) and elective amounts that are not includable in the gross income of a Participant by reason of Code Section 132(f)(4); provided further that for purposes of determining who is a Key Employee, Compensation shall be determined under Code Section 416(i).

Notwithstanding the foregoing, payments made to a Participant by the later of (i) 2 ½ months after the Participant's severance from employment, or (ii) the end of the limitation year that includes the date of the Participant's severance from employment, are included in Compensation for the limitation year if, absent the severance from employment, such payments would have been paid to the Participant while the Participant continued in employment with an Employing Company and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

(26) CORPORATION:

Lockheed Martin Corporation (or any successor entity). Except to the extent that the context indicates otherwise, references to acts by the Corporation shall be deemed to include acts by the Corporation on behalf of the Employing Companies.

(27) CORPORATION MATCHING CONTRIBUTIONS:

Contributions made by the Corporation to provide Matching Contributions. Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the Trustee.

(28) CORPORATION NONELECTIVE CONTRIBUTIONS:

Contributions made by the Corporation to provide Nonelective Contributions. Such contributions may be made in whole or in part in cash, Shares (including treasury shares or authorized but unissued shares), or any other property permitted by law and acceptable to the Trustee.

(29) COVERED EMPLOYEE:

An AE Eligible Employee who does not have an Affirmative Election in effect regarding Elective Deferrals. Notwithstanding the foregoing, an AE Eligible Employee shall also not be a Covered Employee for any period after he ceases to have Default Elective Deferrals made on his behalf.

(30) DEFAULT ELECTIVE DEFERRALS:

The Before-Tax Contributions contributed to the Plan under the EACA on behalf of Covered Employees who do not have an Affirmative Election in effect regarding Elective Deferrals.

(31) DEFAULT PERCENTAGE:

The percentage of a Covered Employee's Base Wages contributed to the Plan as a Default Elective Deferral as set forth in Article III(7) hereof.

(32) DEFINED CONTRIBUTION PLAN:

Defined contribution plan as defined in Code Section 415(k).

(33) DEFINED BENEFIT PLAN:

Defined benefit plan as defined in Code Section 415(k).

(34) DIRECT ROLLOVER:

A payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(35) DISTRIBUTEE:

This term includes an Employee or former Employee with respect to an Eligible Rollover Distribution. 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 respect to the interest of the spouse or former spouse in an Eligible Rollover Distribution.

(36) DISTRIBUTION:

Any payment by the Plan to or on behalf of a Participant or Beneficiary, including a withdrawal by such Participant or Beneficiary.

(37) EFFECTIVE DATE:

January 1, 2019.

(38) ELECTIVE DEFERRAL:

Elective deferral as defined in Code Section 402(g)(3).

(39) ELECTIVE TRANSFER:

Elective transfer described in Treasury Regulation §1.411(d)-4, Q/A-3(b) (or any applicable successor provision).

(40) ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA):

An automatic contribution arrangement that satisfied the uniformity requirement in Article III(7)(b) and the notice requirement in Article III(7)(c).

(41) ELIGIBLE EMPLOYEE:

An Employee who is eligible to participate in the Plan under Article II(2).

(42) ELIGIBLE RETIREMENT PLAN:

An individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Eligible Rollover Distribution of the Distributee. However, in the case of an Eligible Rollover Distribution to a non-Spouse Beneficiary, only an inherited individual retirement account or individual retirement annuity shall be an Eligible Retirement Plan.

For purposes of the direct rollover provisions in Article X(7)(d) of the plan, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

(43) ELIGIBLE ROLLOVER DISTRIBUTION:

Any distribution of all or a 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 10 years or more, or any distribution to the extent that such distribution is required under Code Section 401(a)(9). An Eligible Rollover Distribution described in Code Section 402(c)(4), which the participant can elect to rollover to another plan pursuant to Code Section 401(a)(31), excludes hardship withdrawals as defined in Code Section 401(k)(2)(B)(i)(IV), which are attributable to the participant’s elective contributions under Treasury Regulation Section 1.401(k)-1(d)(2)(ii).

For purposes of the direct rollover provisions in Article X(7)(d) of the Plan, any amount that is distributed on account of hardship shall not be eligible for rollover distribution and the Distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

For purposes of the direct rollover provisions in Article X(7)(d) of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible

(44) EMPLOYEE:

An employee of the Employer who is covered by a collective bargaining agreement between the Employer and a collective bargaining agent listed in Appendix 2 and who is contemporaneously treated as an employee of the Employer, but only to the extent that such collective bargaining agreement provides that the employee shall be eligible to participate in the Plan.

(45) EMPLOYER:

An Employing Company and those employers required to be aggregated with any Employing Company under Sections 414(b), (c), (m), or (o) of the Code, provided that for purposes of Article III(6), the modifications prescribed by Code Section 415(h) shall apply.

(46) EMPLOYING COMPANY:

(a) The Corporation;

(b) A member (or functional unit of a member) of a controlled group of corporations, within the meaning of Code Section 414(b), of which the Corporation is a member and that employs any Employee; or

(c) An entity (or functional unit of an entity) under common control, within the meaning of Code Section 414(c), with the Corporation and that employs any Employee.

(47) EMPLOYMENT COMMENCEMENT DATE:

The date on which an employee first performs an Hour of Service.

(48) ERISA:

The Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder. A reference to any Section of ERISA shall also be deemed to refer to any applicable successor statutory provision.

(49) EXCESS AGGREGATE CONTRIBUTIONS:

Excess aggregate contributions as defined in Code Section 401(m)(6).

(50) EXCESS CONTRIBUTIONS:

Excess contributions as defined in Code Section 401(k)(8).

(51) EXCESS DEFERRAL AMOUNT:

With respect to a Participant, the lesser of (a) the amount by which a Participant's Elective Deferrals exceed the limit in effect under Code Section 402(g) for a calendar year, or (b) the amount of the Participant's Before-Tax Contributions for the calendar year.

(52) HIGHLY COMPENSATED EMPLOYEE:

An employee who (A) was a 5-percent owner (as defined in section 416(i)(1) of the Code) of the Employer at any time during the Plan Year or the preceding Plan Year, or (B) for the preceding Plan Year had compensation from the Employer in excess of $80,000 (as adjusted for inflation pursuant to Code Section 414(q)(1)) and was in the Top-Paid Group of Employees for such preceding Plan Year. An Employee is in the Top-Paid Group of Employees for any year if such Employee is in the group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year (excluding any Employees described in Code Section 414(q)(5). For purposes of this subsection, the term compensation means compensation within the meaning of section 415(c)(3) of the Code. The Corporation is authorized to make any elections permitted under Code Section 414(q), and to modify any election previously made. Except to the extent prohibited by law, the election made with respect to any Plan Year need not be made with respect to any subsequent Plan Year. An election may be made by any written document evidencing the Corporation's intent to make such election and, with respect to a Plan Year, may be made at any time at which it is being determined whether the Plan satisfies the requirements of Code Section 401(a)(4), 401(k)(3), 401(m)(2), or 410(b) or any other applicable requirements that require identification of Highly Compensated Employees.

(53) HOUR OF SERVICE:

Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the Employer.

(54) HOUR WORKED:

Each hour for which an Employee is paid or entitled to payment by the Employer as an Employee for the performance of duties for the Employer.

(55) INDEPENDENT FIDUCIARY:

If any, the "named fiduciary" appointed by LMIMC as the independent fiduciary with respect to the Company Stock Fund.

(56) INVESTMENT CONTRIBUTIONS:

Matching, Before-Tax, After-Tax, Make-Up, Nonelective, and Rollover Contributions, QNECs, and Transferred Amounts made by or on behalf of a Participant.

(57) INVESTMENT FUNDS:

The separate funds in which assets of the Trust may be invested under the applicable provisions of this Plan, including Article VI.

(58) INVESTMENT MANAGER:

Investment manager as defined in Section 3(38) of ERISA.

(59) LMIMC:

Lockheed Martin Investment Management Company.

(60) LOCKHEED MARTIN AEROSPACE PARTICIPANT:

An individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Aerospace Savings Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(61) LOCKHEED MARTIN TACTICAL DEFENSE SYSTEMS PARTICIPANT:

An individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Tactical Defense Systems Savings Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(62) LOCKHEED MARTIN TACTICAL DEFENSE SYSTEMS SIP PARTICIPANT:

An individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Tactical Defense Systems Savings and Investment Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(63) LOCKHEED MARTIN ELECTRO-OPTICAL SYSTEMS PARTICIPANT:

An individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Electro-Optical Systems 401(k) Matching Contribution Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(64) LOCKHEED MARTIN LIBRASCOPE PARTICIPANT:

An Individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Librascope Retirement Savings Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(65) LOCKHEED MARTIN VOUGHT SYSTEMS PARTICIPANT:

An individual who would be a Prior Plan Participant if Section (84) were revised so that “the Lockheed Martin Vought Systems Capital Accumulation Plan - Hourly” were substituted for “a Prior Plan” each place it appears.

(66) MAKE-UP CONTRIBUTIONS:

A contribution described in Article III(6). Except to the extent otherwise provided in this Plan or to the extent that the context indicates otherwise, (a) Make-Up Contributions shall be treated as After-Tax Contributions, (b) Basic Make-Up Contributions shall be treated as Basic After-Tax Contributions, and (c) Make-Up Contributions that are not Basic Make-Up Contributions shall be treated as Supplemental After-Tax Contributions.

(67) MATCHING CONTRIBUTIONS:

Allocations pursuant to Article III(4).

(68) MATCHING PERCENTAGE:

The percentage designated in Appendix 1.

(69) MATERNITY OR PATERNITY ABSENCE:

Any period up to two years in which an employee of the Employer is absent from work by reason of such employee's pregnancy, the birth of such employee's child, or the placement of a child with such employee in connection with adoption by such employee, or for purposes of caring for such a child for a period immediately following such birth or placement. An absence shall not be treated as a Maternity or Paternity Absence unless the employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons and the length of such absence.

(70) NAMED FIDUCIARY:

Named fiduciary as defined in Section 402(a)(2) of ERISA.

(71) NONELECTIVE AMOUNT:

The amount designated as such in Appendix 1.

(72) NONELECTIVE CONTRIBUTION:

Allocations pursuant to Article III(10).

(73) NORMAL RETIREMENT AGE:

Age 65.

(74) PARTICIPANT:

An Employee (or employee or former employee of the Employer or a predecessor employer) (a) with respect to whom an amount has been credited to his Account, and (b) who continues to have rights or contingent rights to benefits under this Plan.

(75) PERFORMANCE AWARD:

A performance award payable to an Employee as an Eligible Employee and as a Performance Award Employee.

(76) PERFORMANCE AWARD BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions made by reason of an election by a Performance Award Employee to have his Performance Award reduced by a specified amount and to have the Corporation agree to contribute an amount equal to such reduction to the Plan as a Before-Tax Contribution.

(77) PERFORMANCE AWARD EMPLOYEE:

An Eligible Employee who is covered by a collective bargaining agreement between the Employer and a collective bargaining agent, which agreement provides that such Employee may elect to have a performance award reduced by a specified amount and to have the Corporation agree to contribute an amount equal to such reduction to the Plan as a Before-Tax Contribution.

(78) PERIOD OF SEVERANCE:

A period of time commencing with an employee’s Severance Date and ending with the date on which he is next credited with an Hour of Service; provided, however, that a Period of Severance shall not include (a) any period explicitly included in the definition of Service, or (b) any period that is a Maternity or Paternity Absence.

(79) PLAN:

The Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees, the terms of which are set forth herein.

(80) PLAN ADMINISTRATOR:

The Corporation.

(81) PLAN SPONSOR:

The Corporation.

(82) PLAN YEAR:

The twelve-month period beginning each January 1 and ending on the next following December 31.

(83) PRIOR PLAN:

The following shall each be treated as a Prior Plan: the Lockheed Martin Aerospace Savings Plan - Hourly, the Lockheed Martin Tactical Defense Systems Savings Plan - Hourly, the Lockheed Martin Librascope Retirement Savings Plan - Hourly, the Lockheed Martin Electro-Optical Systems 401(k) Matching Contribution Plan - Hourly (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), the Lockheed Martin Tactical Defense

Systems Savings and Investment Plan - Hourly (which was a component plan of the Lockheed Martin Tactical Systems Master Savings Plan), and the Lockheed Martin Vought Systems Capital Accumulation Plan - Hourly. Any reference in this Plan to a Prior Plan, either by use of such term or by use of the name set forth in the preceding sentence, shall be a reference to such Prior Plan as in effect as of June 30, 1998, except to the extent otherwise provided in this Plan or to the extent that the context clearly indicates otherwise.

(84) PRIOR PLAN PARTICIPANT:

An Employee (or employee or former employee of the Employer or a predecessor employer) (a) with respect to whom an amount had been credited to his account under a Prior Plan, and (b) who continued to have rights or contingent rights to benefits under a Prior Plan as of June 30, 1998.

(85) QNEC:

Qualified nonelective contribution as defined in Treasury Regulation § 1.401(k)-6 (or any applicable successor provision).

(86) QUALIFIED ABSENCE:

With respect to an Employee, a continuous absence from active employment with the Employer (a) that is more than two weeks, (b) for which the Employee receives no pay from the Employer, and (c) that occurs for any reason for which an Employee is granted service credit under any defined benefit plan of an Employing Company in which the Employee participates.

(87) QUALIFIED MILITARY SERVICE:

Qualified military service as defined in Code Section 414(u)(5).

(88) QUALIFIED RETIREMENT PLAN LOAN:

Any loan from this Plan or any other retirement plan of the Employer that is made to a participant or beneficiary thereunder and that is subject to Code Section 72(p).

(89) REEMPLOYMENT COMMENCEMENT DATE:

The first date following a Period of Severance on which an employee performs an Hour of Service.

(90) ROLLOVER ACCOUNT:

The portion of an Account reflecting Rollover Contributions made by a Participant as provided in Article III(8) and as adjusted each Valuation Date.

(91) ROLLOVER CONTRIBUTION:

A transfer described in Code Section 402(c)(1) or 403(a)(4)(A), a payment described in Code Section 401(a)(31) or 408(d)(3)(A)(ii), or an Elective Transfer. Rollover Contribution may include a direct rollover of an eligible rollover distribution or a participant contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code (including for a direct rollover of after-tax contributions), an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions, or an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state of political subdivision of a state.

(92) SERVICE:

All periods of time from a person's Employment Commencement Date (or from a subsequent Reemployment Commencement Date) until the later of such person's next Severance Date or the end of the period specified in subsection (a) or (b) below, if applicable, computed in accordance with the provisions of subsections (c) and (d) below.

(a) If an employee of the Employer quits, is discharged, or retires, and then performs an Hour of Service within twelve (12) months after his Severance Date, the Period of Severance shall be included in Service. Notwithstanding the foregoing, if an employee of the Employer quits, is discharged, or retires during an absence (with or without pay) of twelve (12) months or less for any reason other than quitting, discharge, retirement, or death, the Period of Severance shall be included in Service only if he performs an Hour of Service within twelve (12) months after the date he was first absent.

(b) To the extent required by law, Service shall not be considered interrupted by, and/or shall include, Qualified Military Service and/or leaves of absence.

(c) In the case of an employee of the Employer who incurs a Period of Severance, and who immediately before such Period of Severance has not met the requirements for a vested benefit, and who again becomes an employee of the Employer, Service shall not include any Service before such Period of Severance if the length of the Period of Severance equals or exceeds the greater of (i) five (5) years, or (ii) the length of the employee's Service before the Period of Severance.

(d) Non-successive periods of Service and less than whole month periods of Service shall be aggregated on the basis that 30 days of Service equals one whole month of Service.

(e) Notwithstanding anything herein to the contrary, an Employee shall be credited with Service based on service with a predecessor employer to the extent required by law; the definition of "Service" and of related terms shall be interpreted accordingly.

(93) SEVERANCE DATE:

The earlier of:

(a) The date on which an employee has a termination of employment with respect to the Employer by reason of a discharge, quit, retirement, or death, provided that the determination

as to whether an employee has a termination of employment shall be made under the rules applicable for purposes of Code Section 401(a), or

(b) The date 12 months after the date on which an employee of the Employer first becomes absent from the service of the Employer (with or without pay) for any other reason.

(94) SHARES:

Shares of Company Stock.

(95) SPOUSE:

The person to whom the Participant is lawfully married under applicable law on the date of the Participant's death, except that (a) for purposes of all Plan provisions related to Pre-Retirement Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant throughout the one-year period ending on the date of the Participant's death, and (b) for purposes of Article X(3)(c) and all Plan provisions related to Joint and Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant as of the Annuity Starting Date. For purposes of clarification, the term lawfully married or Spouse will include a marriage between same-sex individuals that is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the term lawfully married or Spouse does not include individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

A former spouse will be treated as the Spouse and a current spouse will not be treated as the Spouse to the extent provided under a qualified domestic relations order (within the meaning of Code Section 414(p)). If, pursuant to the preceding sentence, more than one individual is treated as a Spouse of a Participant, the total amount to be paid in the form of a Pre-Retirement Survivor Annuity, in the form of the survivor portion of a Joint and Survivor Annuity, or in any other form shall not exceed the amount that would be paid if there were only one Spouse, determined in accordance with Code Sections 401(a)(13) and 414(p).

(96) SPOUSE'S CONSENT:

A Spouse's consent to the Participant's designation of a Beneficiary other than the Spouse that meets the requirements of this paragraph. Such consent will be valid only if (i) it is in writing on a form prescribed therefor by the Plan Administrator, (ii) the Spouse's consent acknowledges the effect of the selection of another Beneficiary, and (iii) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefor by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(a) there is no Spouse;

(b) the Spouse cannot be located; or

(c) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's Beneficiary designation will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary designated in that consent. A Spouse's Consent may be revoked at any time and upon revocation the alternate Beneficiary designation shall become invalid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of death benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(97) SUPPLEMENTAL AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions elected by a Participant pursuant to Article III(5)(b) (or described in Article I(66)(c)).

(98) SUPPLEMENTAL AFTER-TAX PERCENTAGE:

The percentage designated in Appendix 1.

(99) SUPPLEMENTAL BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(b) or Article III(2A).

(100) SUPPLEMENTAL BEFORE-TAX PERCENTAGE:

The percentage designated in Appendix 1.

(101) SUSPENSION EVENT:

With respect to any Employee, an event with respect to the Plan that, under the terms of the Plan, as in effect as of June 30, 1998, caused a suspension of some or all of the Employee's contribution rights, provided that an event shall only constitute a Suspension Event with respect to the type or types of contribution rights that would be suspended by reason of such event.

(102) SUSPENSION PERIOD:

With respect to any Employee, the period during which the Employee's contribution rights are suspended by reason of the applicable Suspension Event under the terms of the Plan, as in effect as of June 30, 1998.

(103) TERMINATION OF EMPLOYMENT:

Termination of employment from the Employer, subject to the following provisions:

(a) With respect to Before-Tax Contributions (and the earnings and losses attributable thereto) and QNECs (and the earnings and losses attributable thereto), the term “Termination of Employment” shall mean:

(i) a severance from employment with the Employer within the meaning of Code Section 401(k)(2)(B)(i)(I),

(ii) provided that an event described in Code Section 401(k)(10)(A), taking into account Code Section 401(k)(10)(B), shall be treated as a severance from employment with the Employer for this purpose.

Notwithstanding the foregoing, a Participant’s change in status from an Employee to a Leased Employee shall not be treated as a severance from employment for purposes of Section (103)(a)(i) above.

(b) An event shall not be treated as a Termination of Employment with respect to that portion of a Participant’s Account that, in connection with such event, is transferred from the Plan to another plan, which other plan is qualified under Code Section 401(a) or 403(a) and is maintained by the employer by which the Participant becomes employed in connection with the event. For purposes of this subsection (b), a transfer shall not include an Elective Transfer, but shall include a merger or consolidation of any part of this Plan with a plan described in the preceding sentence.

(104) TRANSFERRED AMOUNTS:

Amounts transferred to the Trustee pursuant to Article III(13).

(105) TRUST:

The trust or trusts established to hold all Plan assets, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

(106) TRUST AGREEMENT:

The agreement (or agreements) pursuant to which the Trust Fund is held, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such agreements.

(107) TRUST FUND:

A term used to refer to assets held in the Trust under the Plan.

(108) TRUSTEE:

The trustee or trustees (including the Company Stock Trustee) of all Plan assets, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

(109) UNIT or UNIT VALUE:

The method by which the value of a Participant's Account is measured, as described in Article IX(5).

(110) VALUATION DATE:

The close of business on the first business day that coincides with or next follows the day on which a transaction is processed. For purposes of this Section (110), a business day is a day on which the New York Stock Exchange is open for business.

## Article II.

## EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION

(1) EFFECTIVE DATE:

The Plan, as amended and restated herein, is effective as of January 1, 2019, or such other date as indicated herein.

(2) ELIGIBILITY AND PARTICIPATION:

(a) Each Employee who was eligible to participate in the Plan immediately before the Effective Date shall be an Eligible Employee as of the Effective Date.

(b) An individual who does not qualify under subsection (a) shall be eligible to participate in the Plan with respect to the first payroll period that ends within an administratively reasonable period after the latest of (i) the Effective Date, (ii) the date he becomes an Employee (or becomes an Employee again in the case of a former Employee), or (iii) completion of six months of Service. Notwithstanding the foregoing, an Employee hired into a bargaining unit listed on Appendix 2-A of the Plan will be eligible to participate in the Plan without regard to the requirement for completion of six months of Service as set forth in sub-part (iii) of the preceding sentence.

(c) Participation in this Plan is voluntary. Any Eligible Employee may become a Participant as of the date specified in Article III(1)(b) (or in other provisions of Article III or IV) by properly following the enrollment procedures established by the Plan Administrator, which shall include an agreement under which he elects Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, or all three, in accordance with Articles III and IV. Effective as of the AE Effective Date set forth in Appendix 2-B for an AE Unit, an AE Eligible Employee may also become a Participant in accordance with a "Deemed Enrollment Election" as set forth in Article III(7).

(d) A former Employee who previously met the requirements of subsection (a) or (b) and again becomes an Employee shall be eligible to participate in the Plan upon notification of the Employee's re-employment to the Plan's recordkeeper and may participate in accordance with Article III. Otherwise, a former Employee will become eligible to participate in this Plan as provided in subsection (b).

(e) Any Employee (or, for purposes of Article III(13), other individual described in Article III(13)) shall be eligible to participate in the Plan with respect to making a Rollover Contribution or having a Transferred Amount credited to his Account, provided that the determination of whether an Employee is an Eligible Employee shall be made without regard to this subsection (e).

(f) Notwithstanding anything herein to the contrary, an individual shall cease to be eligible to participate under the Plan as of the date that he ceases to be an Eligible Employee. See Article X(2) with respect to the treatment of an individual who ceases to be an Eligible Employee but remains employed by the Employer.

## Article III.

## CONTRIBUTIONS

(1) CONTRIBUTION ELECTIONS:

(a) As required by Article II(2)(c) (except as set forth in below), an Eligible Employee must enter into an agreement in a form acceptable to the Plan Administrator under which he elects Before-Tax Contributions (see Section (2)), Roth Deferral Contributions (see Article IV), After-Tax Contributions (see Section (5)), or both, in order to have such contributions credited to his Account. Subject to the limitations of Sections (2) and (5) of this Article III and Article IV, the Eligible Employee's contribution election must specify the percentages of the Eligible Employee's Base Wages to be contributed to the Trust Fund as Before-Tax Contributions, Roth Deferral Contributions and/or After-Tax Contributions. The elected percentages must be in multiples of 1% of Base Wages. An Eligible Employee may elect Supplemental Before-Tax Contributions or Supplemental After-Tax Contributions only if the Basic Before-Tax Contributions and/or Basic After-Tax Contributions that will be made by him, or on his behalf, are at the maximum level permitted under Sections (2)(a) and (5)(a) of this Article. An AE Eligible Employee who does not make an affirmative election to participate as set forth above and has not made an Affirmative Election to opt-out of participation in accordance with Article III(7) below shall be deemed to have elected to participate in the Plan in accordance with Article III(7) below.

(b) An Eligible Employee's contribution election shall become effective as follows:

(i) If an Employee is an Eligible Employee immediately before and as of the Effective Date, a contribution election in effect immediately before the Effective Date shall remain in effect until such time as it is changed or suspended in accordance with the terms of this Plan.

(ii) The contribution election of an Eligible Employee who:

(A) has suspended contributions either voluntarily or as a result of a suspension described in Article VI(1)(a)(iii); or

(B) meets the eligibility requirements of Article II (other than an Eligible Employee described in subparagraph (i) above);

shall be effective within an administratively reasonable time after such election is received by the Plan Administrator, provided the election is submitted in accordance with the Plan Administrator's procedures, and provided further, to the extent that a suspension described in Section (11) or Article VI(1)(a)(iii) is applicable to a contribution election, the effective date of such election shall not be before the expiration of the Suspension Period or, in the case of a suspension described in Article VI(1)(a)(iii), the expiration of the six-month period described therein.

(c) Subject to the limitations set forth in this Article III, an Eligible Employee's contribution election shall remain in effect until the Eligible Employee changes or suspends the election as provided in subsection (d) of this Section (1). If an individual ceases to be an Eligible Employee, his contribution election will be terminated, and no further Before-Tax, Roth Deferral Contributions and After-Tax Contributions will be made to the Plan unless and until he again becomes an Eligible Employee and a new agreement becomes effective. In the event of an adjustment in Base Wages, the dollar amount of contributions shall thereafter be automatically adjusted in accordance with the percentages set forth in the contribution election which is in effect at the time the adjustment in Base Wages is made.

(d) An Eligible Employee may suspend or change the level of either category of Before-Tax, Roth Deferral or After-Tax Contributions effective within an administratively reasonable time after the Plan Administrator receives notice, in accordance with the procedures established by the Plan Administrator, of such suspension or change, including via an Eligible Employee setting his or her contributions to increase automatically each year on the date of his or her choice. A contribution election, as so modified, shall thereafter remain in effect as provided in subsection (c).

(e) Any Before-Tax Contributions, Roth Deferral Contributions and After-Tax Contributions made pursuant to an Eligible Employee's contribution election shall be paid into the Trust Fund for investment according to the investment options selected by the Eligible Employee. Before-Tax Contributions made in accordance with a Deemed Enrollment Election shall be paid into the Trust Fund for investment in accordance with Section (7) and Article IX(2)(e).

(f) (i) Notwithstanding anything herein to the contrary, the effective date of a contribution election (under subsection (b)) or a contribution modification election (under subsection (d)) shall be delayed for any reasons that are appropriate in the sole and absolute discretion of the Plan Administrator, taking into account its duties under ERISA. Such a reason could include, for example, a technological malfunction affecting the implementation of contribution elections and/or contribution modification elections.

(ii) In the case of a delay pursuant to this subsection (f), the effective date of an affected contribution election or contribution modification election shall be within an administratively reasonable time after the first date on which the reason for the delay no longer applies. In addition, the following rules shall apply to an affected contribution election and to an affected contribution modification election that would have increased the Before-Tax Contributions, Roth Deferral Contributions and/or After-Tax Contributions made by or on behalf of an Eligible Employee (other than an affected contribution modification election that would

have decreased the Before-Tax Contributions, Roth Deferral Contributions or After-Tax Contributions made by or on behalf of an Eligible Employee). In such cases, the Before-Tax Contributions, Roth Deferral Contributions and/or After-Tax Contributions that would have been made during the period of delay shall be made within an administratively reasonable time after the first date on which the reason for the delay no longer applies. The Before-Tax Contributions, Roth Deferral Contributions and/or After-Tax Contributions that are made pursuant to the preceding sentence shall be treated as Basic Before-Tax Contributions and/or Basic After-Tax Contributions to the extent that they would have been so treated if there had been no delay pursuant to this subsection (f).

(g) For purposes of the Plan, effective as of the applicable AE Effective Date, the term "contribution election" shall include a "Deemed Enrollment Election" as set forth in Section (7) below.

(2) BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions consist of Basic Before-Tax Contributions and Supplemental Before-Tax Contributions. An Eligible Employee may elect with respect to any pay period:

(a) Basic Before-Tax Contributions at a rate up to the Basic Contribution Percentage of his Base Wages for such pay period, and

(b) Supplemental Before-Tax Contributions at a rate up to the Supplemental Before-Tax Percentage of his Base Wages for such pay period.

Notwithstanding the foregoing, an Eligible Employee may not have Supplemental Before-Tax Contributions contributed with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Percentage of his Base Wages for such pay period. Lump sum wage supplements and/or contractual ratification bonuses may be contributed as Before-Tax Contributions to the extent provided in a collective bargaining settlement or agreement, but will not be subject to Matching Contributions by the Company.

(3) COLA BEFORE-TAX CONTRIBUTIONS:

(a) Except as otherwise provided in this Section (3), Sections (1), (2), and (5) shall not apply to COLA Before-Tax Contributions and such COLA Before-Tax Contributions shall be disregarded in applying Sections (1), (2), and (5).

(b) Subject to the limitations set forth in this Article III, a COLA Employee may have Before-Tax Contributions credited to his Account in the manner set forth in Section (1)(a) and/or by entering into an agreement in a form acceptable to the Plan Administrator under which he elects COLA Before-Tax Contributions under this Section (3). A contribution election under this Section (3) must apply to 100% of the Eligible Employee's COLA to be contributed to the Trust Fund as COLA Before-Tax Contributions. The elected portion (if any) must be (i) all of his COLA, or (ii) any whole dollar amount that is less than the amount of his COLA.

(c) Any contribution election under this Section (3) shall be effective with respect to a COLA if it is made within an administratively reasonable time prior to the date such COLA would otherwise be paid.

(d) Rules similar to those contained in Sections (1)(e) and (f) shall apply for purposes of this Section (3).

(e) For purposes of this Plan (other than Sections (1), (2), and (5)), all COLA Before-Tax Contributions shall be treated as Supplemental Before-Tax Contributions.

(4) PERFORMANCE AWARD BEFORE-TAX CONTRIBUTIONS:

(a) Except as otherwise provided in this Section (4), Sections (1), (2), and (5) shall not apply to Performance Award Before-Tax Contributions and such Performance Award Before-Tax Contributions shall be disregarded in applying Sections (1), (2), and (5).

(b) Subject to the limitations set forth in this Article III, a Performance Award Employee may have Before-Tax Contributions credited to his Account in the manner set forth in Section (1)(a) and/or by entering into an agreement in a form acceptable to the Plan Administrator under which he elects Performance Award Before-Tax Contributions under this Section (4). A contribution election under this Section (4) must specify the portion of the Eligible Employee's Performance Award to be contributed to the Trust Fund as Performance Award Before-Tax Contributions. The elected portion (if any) must be (i) all of his Performance Award, or (ii) any whole dollar amount that is less than the amount of his Performance Award.

(c) Any contribution election under this Section (4) shall be effective with respect to a Performance Award if it is made within an administratively reasonable time prior to the date such Performance Award would otherwise be paid.

(d) Rules similar to those contained in Sections (1)(e) and (f) shall apply for purposes of this Section (4).

(e) For purposes of this Plan (other than Sections (1), (2), and (5)), all Performance Award Before-Tax Contributions shall be treated as Supplemental Before-Tax Contributions.

(5) AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions consist of Basic After-Tax Contributions and Supplemental After-Tax Contributions. An Eligible Employee may elect to make with respect to any pay period:

(a) Basic After-Tax Contributions at a rate (applied to his Base Wages for such pay period) up to the difference between the Basic Contribution Percentage and the rate of Basic Before-Tax Contributions in effect for that Eligible Employee for the same pay period;

(b) Supplemental After-Tax Contributions at a rate (applied to his Base Wages for such pay period) up to the difference between the Supplemental After-Tax Percentage and the

rate of Supplemental Before-Tax Contributions in effect for that Eligible Employee for the same pay period.

Notwithstanding the foregoing, an Eligible Employee may not contribute Supplemental After-Tax Contributions with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Percentage of his Base Wages for such pay period.

(6) MAKE-UP CONTRIBUTIONS:

(a) Except as otherwise provided in this Section (6), Sections (1), (2), and (5) shall not apply to Make-Up Contributions and such Make-Up Contributions shall be disregarded in applying Sections (1), (2), and (5).

(b) Subject to the limitations set forth in this Article III, an Eligible Employee who returns to active employment as an Employee after a Qualified Absence may elect, in a manner prescribed by the Plan Administrator, to make a Make-Up Contribution on an after-tax basis. The amount of the Make-Up Contribution shall be no greater than the sum of the Before-Tax Contributions and After-Tax Contributions the Eligible Employee would have made during the first six months of the Qualified Absence had he not been absent, based solely upon his Base Wages and contribution election in effect immediately prior to his Qualified Absence. A Make-Up Contribution may be made either in a lump sum payment within one month after return to active employment as an Eligible Employee or by payroll deduction over a period not to exceed twelve months after return to active employment as an Eligible Employee.

(c) Rules similar to Section (1) (other than Section (1)(a)) shall apply for purposes of this Section (6), provided that in the case of an Eligible Employee for whom a selection of investment options is in effect with respect to Before-Tax Contributions but not with respect to After-Tax Contributions, the investment options in effect with respect to Before-Tax Contributions shall apply to Make-Up Contributions.

(7) ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT

(a) Rules of Application.

(i) This Section (7) shall apply only to an AE Eligible Employee, and only with respect to the period after he becomes an AE Eligible Employee.

(ii) Default Elective Deferrals will be made on behalf of a Covered Employee who has not made an Affirmative Election regarding Elective Deferrals during the period beginning on the date he or she became an AE Eligible Employee and ending 30 calendar days thereafter (the "Deemed Election Period"). Such Default Elective Deferrals will commence within an administratively reasonable time after the end of the Deemed Election Period.

(iii) During the Plan Year that a Participant becomes a Covered Employee and has a Default Elective Deferral, the Default Percentage for a Covered Employee is equal to 3% of Base Wages for each pay period.

(iv) As soon as practicable after becoming a Covered Employee, the Covered Employee shall be given a notice as set forth in Section (7)(c). In accordance with Section (7)(a)(ii) above, a Covered Employee shall have a reasonable opportunity after receipt of the notice to make an Affirmative Election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an Affirmative Election.

(v) If a Covered Employee makes an Affirmative Election (either during the Deemed Election Period of thereafter) such Affirmative Election shall be effective as set forth in Section (1)(b) or (d) of Article III, as appropriate from the context. Such Employee will not thereafter be a Covered Employee unless he or she again becomes an AE Eligible Employee on account of a new employment action.

(vi) Unless otherwise specified by a Covered Employee, Default Elective Deferrals will be invested in accordance the Article IX(2)(e) of the Plan.

(b) Uniformity Requirement.

(i) Except as provided in Section (7)(b)(ii) below, the same percentage of Base Wages will be withheld as Default Elective Deferrals from all Covered Employees in a particular collective bargaining unit subject to the Default Percentage for that collective bargaining unit.

(ii) Default Elective Deferrals will be reduced or stopped to meet the limitations under Code sections 401(a)(17), 402(g), and 415.

(c) Notice Requirement.

(i) At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than 90 days before the employee becomes a Covered Employee but no later than the date the employee becomes subject to Default Elective Deferrals.

(ii) The notice must accurately describe:

(A) The amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative Election;

(B) The Covered Employee's right to elect to have no Elective Deferral Contributions made on his or her behalf or to have a different amount of Elective Deferral Contributions made;

(C) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and

(D) Where applicable, the Covered Employee's right to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(d) Withdrawal of Default Elective Deferrals.

(i) No later than 90 days after the first payroll period for which Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals (provided he is a Covered Employee at the time of the request). No spousal consent is required for such a withdrawal. A Covered Employee will not be eligible for a distribution under this Section (7)(d) if he has made an investment change election in accordance with Article IX(2)(c) with respect to Default Elective Deferrals or if the Covered Employee has made any other withdrawals under the Plan.

(ii) The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals for each payroll period beginning before the refund request, as adjusted by gains, losses, and generally applicable fees through the date of the distribution (or a date that is no more than 7 days before the date of the distribution). Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(iii) Any withdrawal request will be treated as an Affirmative Election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in Section (7)(d)(ii) above (and accordingly, a Covered Employee who makes a withdrawal request will cease to be a Covered Employee). A Participant who has made a withdrawal request may, however, make future Elective Deferral Contributions in accordance with a subsequent affirmative election pursuant to the procedures in Section (1)(a) of Article III of the Plan.

(iv) Subject to the last sentence of this Section (7)(d)(iv), Default Elective Deferrals distributed pursuant to this Section (7)(d) are not counted towards the dollar limitation on Elective Deferrals contained in Code sections 402(g) nor the actual deferral percentage (ADP) test set forth in Code Section 401(k)(3). Matching Contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section (7)(d) and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section (7)(d) will be forfeited. To the extent required under the Code, if a Covered Employee whose Default Elective Deferrals have been distributed pursuant to this Section (7)(d) re-enrolls in the Plan during the same Plan Year, such withdrawn elective deferrals shall be counted towards the applicable limitations under Code sections 401(a)(17), 402(g), and 415 for the Plan Year.

(8) ROLLOVER CONTRIBUTIONS:

(a) The Plan Administrator may in its sole and absolute discretion permit an Employee to make one or more Rollover Contributions to the Trust Fund without regard to

whether such Employee is an Eligible Employee. For purposes of making a decision as to whether to permit a Rollover Contribution by an Employee, the Plan Administrator may in its sole and absolute discretion require the Employee or other parties to provide such information or documentation as the Plan Administrator deems appropriate. The Plan Administrator may but is not required to establish such rules and procedures as it deems appropriate with respect to the manner in which it will exercise its sole and absolute discretion under this Section (8)(a).

(b) A Rollover Contribution with respect to an Employee shall be credited to the Account of such Employee. No Matching Contributions will be made with respect to a Rollover Contribution.

(9) MATCHING CONTRIBUTIONS:

Subject to the limitations set forth in this Article III and except as otherwise provided in this Plan, the Corporation, on behalf of the Employing Companies, shall cause a Matching Contribution to be allocated to the Account of each Eligible Employee in an amount equal to the Matching Percentage of the Basic Before-Tax Contributions, Basic After-Tax Contributions, and Basic Make-Up Contributions made by or on behalf of each such Eligible Employee.

(10) NONELECTIVE CONTRIBUTIONS:

Subject to the limitations set forth in this Article III and except as otherwise provided in this Plan, the Corporation, on behalf of the Employing Companies, shall cause a Nonelective Contribution to be allocated to the Account of each Eligible Employee in an amount equal to the Nonelective Amount.

(11) SUSPENSIONS:

Notwithstanding anything herein to the contrary, in the case of an Eligible Employee who has a Suspension Event prior to July 1, 1998, the Eligible Employee’s right to make a type of contribution under this Plan, or to have a type of contribution made on his behalf under this Plan, shall not apply until the expiration of the Suspension Period.

(12) LIMIT ON TOTAL CORPORATION CONTRIBUTIONS:

The total amount of Corporation Matching Contributions, Corporation Nonelective Contributions, and Before-Tax Contributions for a taxable year shall not be greater than the maximum amount of contributions permitted by law as a tax-deductible expense to the Employing Companies for such taxable year under Section 404 of the Code, or under any other applicable provisions of the Code.

(13) PLAN TO PLAN TRANSFERS:

(a) With respect to any Employee (or employee or former employee of the Employer or a predecessor employer), the Plan Administrator may in its sole and absolute discretion permit the Trustee to accept, as part of the Trust Fund, assets and liabilities that are (i) transferred from a plan qualified under Code Section 401(a) or 403(a) or (ii) received as a result of a merger or consolidation of such a plan into this Plan.

(b) Such property shall be credited to Participants' Accounts in accordance with applicable law, as directed by the Plan Administrator.

(c) Any Participant for whom such a transfer, merger, or consolidation is made shall be entitled to receive amounts attributable to the benefits accrued under the first plan ("First Plan") in any optional form of payment available to the Participant under that plan to the extent required by Code Section 411(d)(6). In addition, optional forms of payment otherwise available under this Plan shall be available with respect to such amounts. Any contributions made under this Plan (along with income earned under this Plan) shall be paid only in the distribution forms available under Articles VI and X, and any distribution form available under the First Plan that is not available under this Plan shall be deemed to be eliminated prospectively under this Plan, effective on the day the transfer becomes effective.

(d) Except to the extent otherwise provided in this Plan, or to the extent that the context indicates otherwise, amounts attributable to the First Plan shall, for all purposes, be treated in the same manner as analogous amounts attributable to this Plan.

(e) In the case of such a transfer, merger, or consolidation, amounts attributable to the benefits accrued under the First Plan shall be held and administered in accordance with applicable law. To the extent required to comply with applicable law, the provisions of such First Plan, including without limitation provisions regarding withdrawal restrictions and spousal consent to Distributions, shall be incorporated by reference into this Plan. On the other hand, provisions of such First Plan that are not required to comply with applicable law, such as provisions regarding spousal consent to Distributions under a plan to which Code Section 401(a)(11) does not apply, shall not be incorporated herein by reference, but rather shall cease to apply except as otherwise provided herein.

(f) This Section (13) does not apply to any Rollover Contribution to which Section (8) applies.

(14) NONDISCRIMINATION RULES:

This Section (14) shall only apply to the extent required by law.

(a) Contributions and forfeitures under the Plan shall satisfy the actual deferral percentage test set forth in Code Section 401(k)(3) and the contribution percentage test set forth in Code Section 401(m)(2) (taking into account all applicable rules as of the effective date of such rules, including the rules under Code Section 401(m)(9) regarding multiple use of the alternative limitation and the rules regarding aggregation of plans and contributions), as incorporated herein by reference. Any initial violation of the rule regarding multiple use of the alternative limitation shall be deemed to be an initial violation of the contribution percentage test (rather than a violation of the actual deferral percentage test) and accordingly shall be corrected in the manner set forth in Section (14)(c).

(b) In the event that contributions under the Plan initially fail to satisfy the actual deferral percentage test set forth in Code Section 401(k)(3), such failure shall be corrected by (i) in the sole and absolute discretion of the Plan Administrator, the recharacterization of Excess

Contributions as After-Tax Contributions to the extent and for the purposes permitted by Code Section 401(k)(8), and (ii) the distribution, within the period set forth in Code Section 401(k)(8), of Excess Contributions that are not recharacterized (adjusted by any income or loss attributable to such Excess Contributions) to the Participants to whom such Excess Contributions are distributable under Code Section 401(k)(8). Any previous distributions of Excess Deferral Amounts pursuant to Section (15) shall be taken into account, in accordance with applicable law, in determining the amount of Excess Contributions for purposes of this Section (14)(b).

With respect to any Participant, the Excess Contributions that are recharacterized or distributed shall be deemed to consist first of Supplemental Before-Tax Contributions; and second, after all such Supplemental Before-Tax Contributions have been recharacterized or distributed, Basic Before-Tax Contributions. Notwithstanding anything herein to the contrary, if a Basic Before-Tax Contribution is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution shall be forfeited except to the extent that such Matching Contribution would be distributed pursuant to Section (14)(c).

(c) In the event that contributions and forfeitures under the Plan initially fail to satisfy the contribution percentage test set forth in Code Section 401(m)(2), such failure shall, except as otherwise provided in this Section (14)(c), be corrected by the distribution, within the period set forth in Code Section 401(m)(6), of Excess Aggregate Contributions (adjusted by any income or loss attributable to such Excess Aggregate Contributions) to the Participants to whom such Excess Aggregate Contributions are distributable under Code Section 401(m)(6). If a Forfeitable Matching Contribution would be distributed under this Section (14)(c) but for this sentence, such Matching Contribution shall be forfeited. For purposes of the preceding sentence, a Forfeitable Matching Contribution is a Matching Contribution that is not vested under Article X(8)(a) as of the last day of the Plan Year for which the Matching Contribution is allocated.

With respect to any Participant, the Excess Aggregate Contributions that are distributed (or forfeited) shall be deemed to consist first of Supplemental After-Tax Contributions; second, after all such Supplemental After-Tax Contributions have been distributed, Basic After-Tax Contributions and the corresponding amount of Matching Contributions; and third, after all such Basic After-Tax Contributions and corresponding Matching Contributions have been distributed, other Matching Contributions.

(d) In the event that contributions and forfeitures under the Plan initially fail to satisfy both the actual deferral percentage test and the contribution percentage test, the correction described in Section (14)(b) with respect to the actual deferral percentage test shall apply first.

(e) For purposes of this Section (14), the determination of the income or loss attributable to Excess Contributions or Excess Aggregate Contributions shall be made in accordance with Article IX, provided that the applicable income or loss shall be determined through the date of distribution (or a date no more than seven days before the date of distribution).

(f) Distributions under this Section (14) shall be made notwithstanding any other provision of the Plan.

(g) Notwithstanding anything herein to the contrary, with respect to any Plan Year, the Corporation, on behalf of the Employing Companies, may, in its sole and absolute discretion, make QNECs. Any such QNECs shall be allocated among the Accounts of all Employees in proportion to their Base Wages for the Plan Year, except to the extent that the Corporation elects to allocate the QNECs only among specific Employees that it designates. Any such QNECs shall be taken into account for purposes of applying this Section (14), provided that such QNECs must satisfy the requirements of Treasury Regulation section 1.401(k)-2(a)(6)(iv).

(h) For purposes of the tests in Code Sections 401(k)(3) and 401(m)(2) (taking into account all applicable rules as of the effective dates of such rules, including the rules under Code Section 401(m)(9) and the rules regarding the aggregation of plans and contributions), as set forth in this Section (14):

(i) The current year testing method (as described in the last sentence of Code Section 401(k)(3)(A) and the last sentence of Code Section 401(m)(2)(A)) shall be used, and

(ii) Internal Revenue Service guidance that has been or shall be issued under the applicable Code Sections is hereby incorporated by reference, subject to any applicable effective dates and transition rules contained therein.

(i) The multiple use test described in Treasury Regulation section 1.401(m)-2 and this section shall not apply.

(15) LIMIT ON ELECTIVE DEFERRALS:

(a) With respect to any Participant, the sum, for a calendar year, of (i) Before-Tax Contributions under this Plan, and (ii) Elective Deferrals under all other plans, contracts, or arrangements maintained by the Employer, shall not exceed the limit in effect for such year under Code Section 402(g).

(b) If, notwithstanding the prohibition in Section (15)(a), a Participant has exceeded the limit on Elective Deferrals set forth in Code section 402(g) for a calendar year, the Participant may request a distribution of any or all of his Excess Deferral Amount, adjusted by income or loss attributable thereto for the calendar year. Such request must be made in a manner prescribed by the Plan Administrator no later than the following March 1. Such request shall include the Participant’s statement of the Participant’s Excess Deferral Amount and the portion of such Excess Deferral Amount requested to be distributed from the Plan. The Plan Administrator may require further information or evidence from the Participant to establish the foregoing. However, with respect to an Excess Deferral Amount that exists taking into account solely Elective Deferrals under plans, contracts, and arrangements of the Employer, the Employer may submit the request to the Plan Administrator and such request may be submitted on or before the following April 15.

Any Excess Deferral Amount for which a request is properly submitted under the preceding paragraph, and the income or loss attributable thereto for the calendar year to which the Excess Deferral Amount relates, shall be distributed no later than April 15 of the immediately succeeding calendar year, notwithstanding any other provisions of the Plan. The determination

of income or loss attributable to Excess Deferral Amounts shall be made in accordance with Article IX.

A distribution made under this Section (15)(b) may be made prior to the expiration of the calendar year to which the excess deferral relates, but in no event earlier than the date on which the Plan received the excess deferral.

Any distribution made under this Section (15)(b) shall be designated in a manner prescribed by the Plan Administrator as a distribution of excess deferrals; the request submitted by the Participant or the Employer shall be deemed to be a designation by the Participant of the distribution as a distribution of excess deferrals.

The Excess Deferral Amount shall be reduced in accordance with Treasury Regulation §1.402(g)-1(e)(6) (or any applicable successor provision).

(16) MAXIMUM ADDITIONS:

(a) Notwithstanding anything contained herein to the contrary, the Annual Addition of a Participant for any Plan Year shall not exceed the limits set forth under Code Sections 415(c)(1) and 415(d).

(b) If a Participant's projected Annual Addition for a Plan Year would exceed the limitations of subsection (a), the necessary reductions in Annual Additions shall be made pursuant to Article III(17) and in the following order: first, under this Plan, and secondly, under any other Defined Contribution Plan. Any reductions required under this Plan, to satisfy the limitations of subsection (a), shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; third, by reducing the amount of the Participant's Basic After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fourth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; fifth, by reducing any remaining Matching Contributions; and sixth, by reducing Nonelective Contributions.

(c) If, notwithstanding subsections (a) and (b), the Annual Addition to a Participant's Account for any Plan Year would cause the limitations contained in subsection (a) to be exceeded as a result of the allocation of forfeitures, a reasonable error in estimating a Participant's Compensation, a reasonable error in determining the amount of Elective Deferrals that may be made with respect to any Participant under the limits of Code Section 415, or other circumstances which the Internal Revenue Service deems sufficient to invoke the rules of this provision, then such Annual Additions shall be reduced, but only to the extent necessary to satisfy such limitations, in the following manner and in the following order:

(i) The first reduction shall consist of Supplemental After-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant;

(ii) The second reduction shall consist of Supplemental Before-Tax Contributions included in such Annual Addition, which together with any earnings attributable thereto, shall be returned to such Participant;

(iii) The third reduction shall consist of Basic After-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant; and the Participant's Account shall also be reduced by the amount of related Matching Contributions, including any earnings attributable thereto;

(iv) The fourth reduction shall consist of Basic Before-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant; and the Participant's Account shall also be reduced by the amount of related Matching Contributions, including any earnings attributable thereto;

(v) The fifth reduction shall consist of Nonelective Contributions, including any earnings attributable thereto.

(d) Any reduction of Matching Contributions or Nonelective Contributions under subsection (d)(iii), (iv), or (v), shall be treated in accordance with Treasury Regulation § 1.415-6(b)(6)(ii) (or any applicable successor provision).

(e) For purposes of applying this Section (16), the compensation taken into account with respect to a Participant shall be such Participant's Compensation.

(17) COMPLIANCE:

Notwithstanding anything herein to the contrary, the Plan Administrator shall, on a prospective basis, reject any election under Sections (2), (4), (5), or (6) or reduce the amount of Before-Tax Contributions or After-Tax Contributions elected (and the corresponding Matching Contributions), even if such election has already become effective, to the extent that the Plan Administrator, in its sole and absolute discretion, deems it necessary or appropriate to ensure that contributions under the Plan comply with the rules set forth in Sections (14), (15), or (16), or otherwise to ensure the Plan's qualified status or to ensure that the Plan's cash or deferred arrangement is qualified under Code Section 401(k).

The Plan Administrator's authority under the preceding paragraph to reject or reduce an election based on the rules set forth in Section (14) or on other nondiscrimination rules shall apply not only to Highly Compensated Employees but also to Employees that the Plan Administrator considers in its sole and absolute discretion to be similarly situated. For example, an individual who is first employed by the Employer in the current Plan Year may not be a Highly Compensated Employee but the Plan Administrator could, in its sole and absolute discretion, consider him to be similarly situated with respect to Highly Compensated Employees if, inter alia, such individual's rate of base pay equals or exceeds the dollar amount in effect in the preceding Plan Year under Code Section 414(q)(1)(B)(i).

In the event of a rejection or reduction described in the preceding paragraphs with respect to Before-Tax Contributions, the Plan Administrator may, in its sole and absolute discretion and

to the extent permitted under the Code and ERISA, treat the affected Eligible Employee as having elected to make After-Tax Contributions in lieu of Before-Tax Contributions; such After-Tax Contributions shall be Basic After-Tax Contributions or Supplemental After-Tax Contributions, as determined under the otherwise applicable provisions of this Plan. The preceding sentence shall apply, in the converse, to rejections or reductions with respect to After-Tax Contributions.

Any reduced election under the first paragraph of this Section (17) or deemed election under the third paragraph of this Section (17) shall be subject to all otherwise applicable requirements, including those set forth in Section (1)(a), provided that a reduced election and/or deemed election attributable to the limits set forth in Sections (15)(a) or (16) shall only be subject to such requirements to the extent required by law.

All acts of the Plan Administrator under this Section (17) shall be made in a manner permitted under the Code and ERISA.

(18) HIGHLY COMPENSATED EMPLOYEE STATUS:

Notwithstanding anything herein to the contrary, for purposes of all provisions of the Code that refer to the definition of "highly compensated employee" contained in Code Section 414(q), the definition in this Plan of "highly compensated employee" shall be the definition contained in Article I(52).

(19) CATCH-UP CONTRIBUTIONS:

For purposes hereof, "Catch-Up Contribution" shall mean an elective deferral permitted under Code Section 414(v). An employee who is eligible to make elective deferrals under this Plan, who has attained age 50 before the close of the plan year in question, and who satisfies the requirements of Code Section 414(v)(5)(A) regarding Code or Plan limits (a "Catch-Up Eligible Employee") shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. Such Catch-Up contributions shall be considered Supplemental Before-Tax Contributions, but shall be in addition to Supplemental Before-Tax Contributions otherwise permissible under the Plan. Such Catch-Up Contributions shall not be subject to or eligible for any employer Matching Contribution of any type. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions.

A Catch-Up Eligible Employee may elect to make Catch-Up Contributions by properly following the election procedures for Catch-Up Contributions established by the Plan Administrator. A Catch-Up Eligible Employee's election to make Catch-Up Contributions must specify the dollar amount (in whole dollar increments ranging between $1 and the catch-up limit for the year under Code Section 414(v)) to be deducted from his pay each pay period and contributed to the Plan as a Catch-up Contribution on his behalf. Notwithstanding the foregoing,

the maximum Catch-Up Contribution permitted for a year shall not exceed the maximum amount of Catch-Up Contribution permitted under Code Section 414(v) for the year.

(20) GAP PERIOD INCOME.

Notwithstanding anything in the Plan to the contrary, distributions of excess deferrals, excess contributions, and excess aggregate contributions shall not include earnings or losses from the end of the Plan Year for which the contributions were made and the date of the distributions.

## Article IV.

## ROTH DEFERRAL CONTRIBUTIONS

(1) GENERAL

The Plan will accept Roth Deferral Contributions made on behalf of Participants. An Eligible Employee's contribution election must specify the percentage (if any) of the Eligible Employee's Base Wages to be contributed to the Trust Fund as Roth Deferral Contributions, and the elected percentage must be in a multiple of 1% of Base Wages. An Eligible Employee's Roth Deferral Contributions will be allocated to a separate sub-account maintained for such deferrals as described in Section (2).

(2) SEPARATE ACCOUNTING

(a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Deferral Contribution sub-account maintained for each Participant. The Plan will maintain a record of the amount of Roth Deferral Contributions in each Participant's account.

(b) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Contribution sub-account and the Participant's other accounts under the Plan.

(c) No contributions other than Roth Deferral Contributions and properly attributable earnings will be credited to each Participant's Roth Deferral Contribution sub-account.

(3) DIRECT ROLLOVERS

(a) Notwithstanding Article X(7)(d), and except as provided in Article IV, a direct rollover of a distribution from a Roth Deferral Contributions sub-account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) Notwithstanding Article I(91) or Article III(8), the Plan will accept a rollover contribution to a Roth Deferral Contribution sub-account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code

Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) To the extent that the Plan limits direct rollovers of amounts that are reasonably expected to total less than $200 during a year, the Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Deferral Contributions sub-account if the amounts of the distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Deferral Contributions sub-account is not taken into account in determining whether distributions from a Participant's other sub-accounts are reasonably expected to total less than $200 during a year. In applying the default rollover provisions of Article X(7)(f) of the Plan, amounts in the Participant's Roth Deferral Contributions sub-account and amounts in the Participant's other accounts under the Plan are treated as accounts held under two separate plans in determining whether a mandatory distribution exceeds $1,000.

(d) To the extent that the Plan allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500, such provision will be applied by treating any amount distributed from the Participant's Roth Deferral Contributions sub-account as a separate distribution from any amount distributed from the Participant's other sub-accounts in the Plan, even if the amount are distributed at the same time.

(4) CORRECTION OF EXCESS CONTRIBUTIONS

(a) In the case of a re-characterization or distribution of Excess Contributions pursuant to Article III(14), Excess Contributions that are re-characterized or distributed shall be deemed to consist first of Supplemental Roth Deferral Contributions; second, of Supplemental Before-Tax Contributions; third, of Basic Roth Deferral Contributions, and fourth, of Basic Before-Tax Contributions. If a Basic Before-Tax Contribution (including a Basic Roth Deferral Contribution) is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution (including a Basic Roth Elective Deferral) shall be forfeited except to the extent such Matching Contribution would be distributed pursuant to Article III(14)(e).

(b) In the case of a reduction in Annual Additions under Article III(10) (relating to Code Section 415), any reductions required under this Plan shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Roth Deferral Contributions; third, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; fourth, by reducing the amount of the Participant's Basic-After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fifth, by reducing the amount of the Participant's Basic Roth Deferral Contributions, which shall similarly reduce the amount of related Matching Contributions; sixth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions, seventh, by reducing any remaining Matching Contributions, and eighth, by reducing any Non-Elective Contributions.

(c) For the purposes of this sub-part (4), “Basic Roth Deferral Contributions” shall mean Roth Deferral Contributions which are subject to Matching Contributions, and Supplemental Roth Deferral Contributions shall mean Roth Deferral Contributions which are not subject to Matching Contributions.

(5) TREATMENT OF ROTH DEFERRAL CONTRIBUTIONS

(a) Unless specifically stated otherwise, Roth Deferral Contributions will be treated as elective deferrals for all purposes under the Plan. Accordingly, references in the Plan to “Before-Tax Contributions and After-Tax Contributions” will generally mean Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions. Roth Deferral Contributions shall be treated as Before-Tax Contributions for purposes of Article III(9) (Catch-up Contributions) and for purposes of Plan limitations related to actual deferral percentage test under Code section 401(k)(3) or limits on elective deferrals under Code Section 402(g).

(b) For purposes of Article III(2) and III(9) the term, “Basic Before-Tax Contributions” shall mean a combination of Basic Before-Tax Contributions and/or Roth Deferral Contributions, and for purposes of Article III(5) and II(9), the term “Basic After-Tax Contributions” shall mean a combination of Basic After-Tax Contributions and Roth Deferral Contributions. Thus, for example, for purposes of Article III(2), the amount of non-Roth Basic Before-Tax Contributions and matched Roth Deferral Contributions combined may not exceed the Basic Contribution Percentage of the Participant’s Base Wages; and for purposes of Article III(9), the maximum amount of contributions which may be subject to a related Matching Contribution (including Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, and Make-Up Contributions combined) will be the Basic Contribution Percentage.

(c) Notwithstanding (a) above, Roth Deferral Contributions shall not be counted for purposes of Article VI(1) (After-Tax Withdrawals). Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts) may be transferred to a Roth Self-Directed Brokerage Account under Article IX of the Plan. Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts, but excluding Roth Deferral Contributions, rollovers of Roth amounts, and In-Plan Roth Rollover amounts invested in a Roth Self-Directed Brokerage Account) shall be available for a loan from the Plan under Article XI.

(6) DEFINITIONS

(a) Roth Deferral Contribution shall mean an elective deferral that is:

(i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Before-Tax Contributions the Participant is otherwise eligible to make under the Plan; and

(ii) Treated as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

## Article V.

## IN-PLAN ROTH ROLLOVERS

(1) Definitions.

(a) In-Plan Roth Rollover. “In-Plan Roth Rollover” means an Eligible Rollover Distribution that a Participant elects to convert and deposit in his or her In-Plan Roth Rollover Account via a direct rollover.

(b) In-Plan Roth Rollover Sub-Account. “In-Plan Roth Rollover Sub-Account” means the subaccount to which an In-Plan Roth Rollover is deposited.

(c) Eligible In-Plan Roth Rollover Participant. The term “Eligible In-Plan Roth Rollover Participant” includes:

(i) A Participant who has not terminated employment with the Company regardless of age (“Active In-Plan Roth Rollover Participant”);

(ii) Participant who has not terminated employment with the Company and who has attained age 59 1/2 (“Age 59 ½ In-Plan Roth Rollover Participant”);

(iii) Participant who has terminated employment with the Company (“Terminated In-Plan Roth Rollover Participant”);

(iv) The Spouse of a deceased Participant who is the beneficiary of the Participant’s Account or the spouse or former spouse of a Participant who is an alternate payee under a Qualified Domestic Relations Order (“Spousal In-Plan Roth Rollover Participant”).

(d) In-Service Distribution. “In-Service Distribution” means an amount that is available for distribution while a Participant is actively employed by the Company.

(2) In-Plan Roth Rollovers

(a) Type and Frequency of In-Plan Roth Rollovers. Notwithstanding anything in the Plan to the contrary, an Eligible In-Plan Roth Rollover Participant may elect to convert all or a portion of his or her distributable savings Plan Account sources as an In-Plan Roth Direct Rollover one time per calendar year. An In-Plan Roth Rollover may not be accomplished through a 60-Day Rollover.

(b) In-Plan Roth Rollover Sub-Accounts. In-Plan Roth Rollover amounts will be transferred from the sub-account in which such amounts are held prior to the In-Plan Roth Rollover into an In-Plan Roth Rollover Sub-Account in the Participant’s Roth Deferral Contribution sub-account. Any such transfer shall be made on a pro-rata basis from the available sources described in Section (2)(c)(i)-(iv).

(c) Amounts available for In-Plan Roth Rollovers. In addition to any Eligible Rollover Distribution available under the Plan and notwithstanding anything contained in the

Plan (including Article IV(3) of the Plan) to the contrary, an Eligible In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to all or any portion of the distributable savings plan Account (excluding Roth Deferral Contributions and amounts distributable as In-Service Withdrawals subject to spousal consent) as follows:

(i) Active In-Plan Roth Rollover Participants. Subject to the exclusions in Section 2(d) below, an Active In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Rollover Contributions and earnings thereon; and

(B) Prior Plan Company, Profit-Sharing, and Matching Contributions eligible for withdrawal prior to Age 59 ½ under Article VI of Plan and earnings thereon;

(ii) Active In-Plan Roth Rollover Participants under Age 59 ½ who have been Participants in the Plan for at least 5 Years. Subject to the exclusions in Section (2)(d) below, an Active In-Plan Roth Rollover Participant under Age 59 ½ who has been a Participant in the Plan for at least 5 years, may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(i) above;

(B) Matching Contributions (except as otherwise provided in this Article III-B) and earnings thereon; and

(C) Prior Plan Company, Profit-Sharing, and Matching Contributions to the Plan other than those described in Article VI of the Plan and earnings thereon (except as provided in (2)(d) below).

(iii) Age 59 ½ In-Plan Roth Rollover Participants. Subject to the exclusions in Section (2)(d) below, an Age 59 ½ In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(i) and (ii) above; and

(B) Before-Tax Contributions (excluding Roth Deferral Contributions) and earnings thereon.

(iv) Terminated In-Plan Roth Rollover Participants and Spousal In-Plan Roth Rollover Participants. A Terminated In-Plan Roth Rollover Participant or a Spousal In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to contributions and earnings described in Section (2)(c)(i),(ii), and (iii) above.

(v) After-Tax In-Plan Roth Rollover. An In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to After-Tax Contributions and earnings thereon. Any amount requested for such an In-Plan Roth Rollover shall only be taken from the Participant’s After-Tax Contributions balance (on a pro-rata basis from the available

after-tax sources that make up such balance). Both After-Tax Contributions and earnings thereon shall be converted proportionally for all such In-Plan Roth Rollovers.

(d) Amounts Not Eligible for In-Plan Roth Rollover. Notwithstanding the foregoing, the following types of contributions (and earnings thereon) are not eligible for In-Plan Roth Rollover by a Participant who is an active Employee of the Company:

(i) Contributions that require spousal consent for In-Service Distribution or distribution after termination of employment with the Company;

(ii) Contributions made as Roth Deferral Contributions or rollovers of Roth amounts; and

(iii) Hardship withdrawals.

(e) Additional In-Service Distributions for In-Plan Roth Rollovers. To the extent that the Plan currently does not provide for In-Service Distributions (Withdrawals) of the contribution sources described this Article V, the Plan is amended to provide for In-Service Distributions of such contribution sources, at the time a Participant has satisfied the conditions set forth in this Article V above, but only for the purposes of facilitating an In-Plan Roth Rollover and not for any other distribution or withdrawal.

(f) Spousal Consent. Regardless of any spousal consent requirements set forth in the Plan, spousal consent is not required in connection any In-Plan Roth Rollover of an eligible contribution source.

(g) Restrictions on Immediate Distributions. Any In-Plan Roth Rollover shall be taken into account in determining any cash-out threshold or other restrictions on immediate distribution and a notice of the Participant’s right to defer receipt of the distribution is not triggered by an In-Plan Roth Rollover.

(h) Code Section 411(d)(6) Cutback. In no event shall this Article V eliminate any distribution right under the Plan that is protected under Code Section 411(d)(6).

(i) Code Section 408A(d)(6) Recharacterization. The recharacterization rules set forth in Code section 408A(d)(6) do not apply to an In-Plan Roth Rollover from the Plan.

(j) Administrative Procedures. The Plan Administrator shall establish rules, fees, and procedures with respect to In-Plan Roth Rollovers which shall be applied in a uniform and nondiscriminatory manner. No tax withholding shall be applied to In-Plan Roth Rollovers, and all Eligible In-Plan Roth Rollover Participants are responsible for paying all applicable taxes on In-Plan Roth Rollovers.

## Article VI.

## WITHDRAWALS

(1) WITHDRAWALS OF AFTER-TAX AND ROLLOVER CONTRIBUTIONS:

(a) A Participant may, for any purpose, withdraw any portion of his Account attributable to After-Tax Contributions and Rollover Contributions.

(b) Any withdrawal of After-Tax Contributions under this Section (1) shall be made in the following order:

| **Order** | **After-Tax Contribution Source** |
|---|---|
| First | Base Wage After-Tax Contributions |
| Second | Ratification Bonus After-Tax Contributions |
| Third | After-Tax Rollover Contributions |
| Fourth | In-Plan Roth Rollover of After-Tax Contributions |

Any withdrawal of Rollover Contributions under this Section (1) shall be made in the following order:

| **Order** | **Rollover Source** |
|---|---|
| First | Rollover Contributions (Non-After Tax/Roth) |
| Second | Roth Rollover Contributions |
| Third | In-Plan Roth Rollover of Rollover Contributions |

(2) HARDSHIP WITHDRAWALS:

(a) (i) A Participant may, on account of hardship, withdraw any portion of his Account attributable to Before-Tax Contributions. A Participant shall be deemed to have incurred a hardship only if he demonstrates to the satisfaction of the Plan Administrator that the distribution is on account of an immediate and heavy financial need of the Participant and is necessary to satisfy the need. The amount withdrawn may not exceed the portion of the Participant's Account attributable to the amounts described in the first sentence of this subsection (a)(i) reduced by any previous withdrawals and outstanding loans with respect to such amounts. In determining the existence of a hardship and the amount required to be distributed to meet the need created by the hardship, the Plan Administrator shall act on the basis of such information and evidence as it shall require from the Participant.

(ii) Any withdrawal under this Section (2) shall be made on a pro-rata basis from the available sources described in (a)(i).

(b) A request for a withdrawal will be considered to be on account of an immediate and heavy financial need if the withdrawal is for:

(i) unreimbursable expenses for or necessary to obtain medical care that would be deductible under Code Section 213(d), determined without regard to whether the expenses exceed 7.5% of adjusted gross income;

(ii) costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments either for an initial mortgage or a refinanced mortgage);

(iii) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children, or dependents (as defined in Code Section 152, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)), including such expenses incurred for the Participant's primary Beneficiary;

(iv) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or

(v) other extraordinary and non-recurring events which are incurred by necessity and are not recreational in nature (e.g., funeral expenses, including funeral expenses for the Participant's primary Beneficiary) and which satisfy the requirements set forth in Treasury Regulation § 1.401(k)-1(d)(2)(iii) (or any applicable successor provision) or other guidance issued by the Internal Revenue Service.

For the purposes of this sub-part (b), a Participant's primary Beneficiary shall mean an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account upon the Participant's death.

(c) A withdrawal will be considered necessary to satisfy an immediate and heavy financial need if:

(i) the distribution is not in excess of the amount of the immediate and heavy financial need (including, to the extent requested by the Participant, any amounts necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution);

(ii) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer;

(iii) the Participant submits a written representation that the need cannot reasonably be relieved through (A) reimbursement or compensation by insurance or otherwise, (B) liquidation of the employee's assets, (C) cessation of Before-Tax and After-Tax Contributions, or (D) other distributions (including, the distribution of Allocated Dividends or other dividends in accordance with Code Section 404(k)) or nontaxable (at the time of the loan) loans from any employer's plan, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need; provided that the Employer does not have actual knowledge to the contrary; and

(iv) with respect to events described in Section (2)(b)(v), the Participant submits:

(A) a loan denial from an accredited banking institution received within 6 months of the application for a hardship withdrawal;

(B) a financial analysis which itemizes all of the Participant's monthly income and expenses and outstanding bills and demonstrates a deficit in monthly income and/or an inability to pay outstanding bills; and

(C) documents which support the financial analysis (e.g., all bills relating to the event, all monthly bills, current pay stubs, etc.).

(d) No Participant shall be suspended from making Before-Tax or After-Tax Contributions on account of a hardship withdrawal except as otherwise provided in Article III(1)(b)(ii).

(3) WITHDRAWALS AT AND AFTER AGE 59 1/2:

(a) (i) Any Participant who has attained the age of 59 1/2 may withdraw all or any portion of his Account.

(ii) Any withdrawal under this Section (3) shall be made on a pro-rata basis from the available sources described in (a)(i).

(4) PROCEDURE FOR WITHDRAWAL:

A Participant may withdraw amounts under this Article VI only upon following procedures established by the Plan Administrator. Withdrawals shall be distributed within an administratively reasonable time after completion of such procedures and, in the case of a withdrawal on account of hardship, the determination of a hardship in accordance with the Plan's normal processing standards. In the event that the portion of the Participant's Account from which the withdrawal is made (under the rules set forth in Sections (1)(a)(ii), (2)(a)(ii), and (3)(a)(ii)) is invested in more than one Investment Fund at the time of any withdrawal, the amount withdrawn shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Any amount distributed under this Article VI shall be distributed in cash, provided that with respect to amounts withdrawn from the Company Stock Fund, the Participant may elect to have all or part of such distribution made in Shares (with fractional Shares paid in cash).

A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XI(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any withdrawal from his Account pursuant to this Article VI.

(5) VALUATION PROCEDURES:

Each withdrawal under this Article VI shall be charged to the Participant's Account on the day on which the withdrawal request is processed in accordance with the Plan's procedures.

## Article VII.

## TRUST FUND

(1) CONTRIBUTIONS AND ASSETS:

(a) With respect to the Plan, all contributions will be paid into the Trust Fund.

(b) Corporation Matching Contributions and Corporation Nonelective Contributions for a Plan Year shall be paid to the Trust Fund at the time or times determined by the Corporation in its sole and absolute discretion, provided that such payments shall be made no later than the time prescribed by law (including extensions) for filing the Corporation's federal income tax return for the taxable year of the Corporation with or within which the Plan Year ends. Before-Tax and After-Tax Contributions will be transferred to the Trust Fund within the time period required by law.

(c) The Trust Fund will be held, invested, and disbursed by the Trustee acting in accordance with the provisions of the Plan and the Trust Agreement. All benefits payable hereunder will be paid from the Trust Fund.

(d) Notwithstanding anything herein to the contrary, to the extent provided in the Trust Agreement, some or all of the Trust Fund may be held in a group trust, provided that the group trust and the group trust instrument satisfy all applicable requirements such that:

(i) The group trust is exempt from taxation under Code Section 501(a) with respect to its funds that equitably belong to participating trusts described in Code Section 401(a), and

(ii) The status of individual trusts as qualified under Code Section 401(a) and exempt from taxation under Code Section 501(a) will not be affected by the pooling of their funds in the group trust.

In the event that any part of the Trust Fund is held in a group trust pursuant to this subsection (d), (A) the group trust instrument is adopted as a part of this Plan with respect to such part of the Trust Fund, and (B) all references in this Plan to the Trust, Trust Agreement, or the Trustee (including references to the Company Stock Trustee) shall be deemed to be references to the group trust, the group trust agreement, or the group trust trustee to the extent indicated by the context and consistent with the terms of the group trust instrument.

(2) TRUST FUND:

(a) Except as otherwise provided herein, LMIMC may, in its sole and absolute discretion, from time to time appoint an Investment Manager or Managers or name a fiduciary to direct the Trustee with respect to the investment of all or any part of the Trust Fund. The Trust Fund is for the exclusive benefit of Participants and their Beneficiaries, provided that it may also

be used (i) to pay any reasonable expenses arising from the operation of the Plan (including Trustee fees and expenses), (ii) to reimburse the Corporation for its advancement of any such expenses, and (iii) for any other purpose permitted by ERISA, the Code, and other applicable laws.

(b) No person shall have any interest in or right to the Trust Fund or any part thereof, except as expressly provided in the Plan.

(c) No liability for payments under the Plan shall be imposed upon LMIMC, the Plan Administrator, the Corporation, the Employing Companies, the Employer, or the employees, officers, directors, or stockholders of any of the foregoing, except as, and only to the extent, expressly provided by law, and none of the foregoing nor any fiduciary guarantees against investment loss or asset depreciation.

(3) VALUATION OF COMPANY STOCK:

Company Stock held in Participants' Accounts shall be valued in such manner and as of each Valuation Date or such other dates as may be prescribed by the Plan Administrator in its sole and absolute discretion. To the extent the Corporation issues shares of Company Stock to be allocated to Participants' Accounts in connection with the operation of the Plan, the shares issued by the Corporation shall be valued using the closing price for Company Stock as reported on the New York Stock Exchange on the date the shares are allocated to Participant Accounts. If no such price is available, the most recent closing price for Company Stock on the New York Stock Exchange will be used.

(4) TENDER/VOTING OF COMPANY STOCK

The Company Stock Trustee (as defined below) shall have trustee responsibilities with respect to the voting, tender or exchange of Company Stock as set forth herein.

(a) Tender for Stock. All tender or exchange decisions with respect to Company Stock held in the Company Stock Fund by the Plan shall be made in accordance with the following provisions of this Section:

(i) In the event an offer is received by the Plan (including a tender offer for Shares subject to Section 14(d)(1) of the Securities Exchange Act of 1934 or subject to Rule 13e-4 promulgated under that Act, as those provisions may from time to time be amended) to purchase or exchange Shares held in the Company Stock Fund by the Plan (an "Offer"), the Company Stock Trustee will notify the Corporation to advise each Participant who has part or all of his Account invested in the Company Stock Fund of the terms of the Offer as soon as practicable after its commencement and to advise each Participant as to the procedures with a form by which he may instruct the Company Stock Trustee confidentially whether or not to tender or exchange Shares allocated to his Account (including fractional Shares to 1/10th of a Share). The materials furnished to the Participants shall include (A) a notice from the Company Stock Trustee that the Company Stock Trustee will not tender or exchange Shares for which timely instructions are not received by the Company Stock Trustee and (B) related documents provided generally to the shareholders of the Corporation pursuant to the Securities Exchange

Act of 1934. LMIMC and the Company Stock Trustee may also provide Participants with such other material concerning the Offer as the Company Stock Trustee or LMIMC in its sole and absolute discretion determine to be appropriate, provided, however, that prior to any distribution of materials by LMIMC, the Company Stock Trustee shall be furnished with complete copies of all materials. The Corporation and LMIMC will cooperate with the Company Stock Trustee to ensure that Participants receive the requisite information in a timely manner. Notwithstanding anything contained herein to the contrary, in the event an Offer is issued by a person or entity other than the Corporation, prior to distributing materials under this Section, the Company Stock Trustee may require that the issuer advance sufficient funds as are necessary to cover the cost of distributing materials to, and soliciting responses from, Participants.

(ii) The Company Stock Trustee shall tender or not tender Shares or exchange Shares held in the Company Stock Fund and allocated to a Participant's Account (including fractional Shares to 1/10th of a Share) only to the extent instructed by the Participant. If tender or exchange instructions for Shares held in the Company Stock Fund and allocated to a Participant's Account are not timely received by the Company Stock Trustee, the Company Stock Trustee will treat non-receipt as a direction not to tender or exchange such Shares.

(iii) In the event, under the terms of an Offer or otherwise, any Shares tendered for sale or exchange pursuant to such Offer may be withdrawn from such Offer, the Company Stock Trustee shall follow instructions respecting the withdrawal of the securities from the Offer in the same manner and the same proportion as shall be timely received by the Company Stock Trustee from the Participants entitled under this Section to give instructions for the sale or exchange of securities pursuant to such Offer.

(iv) In the event that an Offer for fewer than all of the Shares held in the Company Stock Fund by the Plan is received, a Participant who has been allocated Shares in the Company Stock Fund subject to such Offer shall be entitled to direct the Company Stock Trustee as to the acceptance or rejection of the Offer (as provided by paragraphs (i)-(iii) of this Section) with respect to the largest portion of the Company Stock in the Company Stock Fund and allocated to his Account as may be possible, given the total number or amount of Shares that may be sold or exchanged pursuant to the Offer, based upon the instructions received from all other Participants who timely submit instructions pursuant to this Section to sell or exchange Shares pursuant to such Offer, each on a pro rata basis in accordance with the number or amount of such Shares in the Company Stock Fund and allocated to the Participant's Account that the Participant instructs the Company Stock Trustee to tender or exchange.

(v) In the event an Offer is received and instructions are solicited from Participants pursuant to paragraphs (i)-(iv) of this Section regarding such Offer, and prior to termination of such Offer, another Offer is received by the Plan for the securities subject to the first Offer, the Company Stock Trustee shall use best efforts under the circumstances to solicit instructions from the Participants (A) with respect to securities tendered for sale or exchange pursuant to the first Offer, whether to withdraw such tender, if possible, and, if withdrawn, whether to tender securities withdrawn for sale or exchange pursuant to the second Offer and (B) with respect to securities not tendered for sale or exchange pursuant to the first Offer, whether to tender such securities for sale or exchange pursuant to the second Offer. The Company Stock Trustee shall follow all instructions received in a timely manner from Participants in the same

manner and in the same proportion as provided in subsections (i)-(iv) of this Section. With respect to any further Offer for any Company Stock received by the Plan and subject to any earlier Offer (including successive Offers from one or more existing offerors), the Company Stock Trustee shall act in the same manner as described above.

(vi) A Participant's instructions to tender or exchange Shares will not be deemed a withdrawal or suspension from the Plan or a forfeiture of any portion of the Participant's interest in the Plan. Participants are designated Named Fiduciaries for the purposes of making tender or exchange decisions with respect to Shares in the Company Stock Fund in their Account.

(vii) Cash received in exchange for tendered Shares will be credited to the Account of the Participant whose Shares were tendered and will be used by the Company Stock Trustee to purchase Company Stock, as soon as practicable. In the interim, the Company Stock Trustee will invest such cash in short-term investments permitted under the Trust.

(viii) The instructions received by the Company Stock Trustee from Participants shall be held by the Company Stock Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The Company Stock Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The Company Stock Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(b) Voting of Stock. Voting rights on Shares held by the Plan shall be exercised in accordance with the following provisions of this Section:

(i) As soon as practicable before each annual or special shareholders' meeting of the Corporation, the Company Stock Trustee shall furnish each Participant with a copy of the proxy solicitation material sent generally to shareholders, together with forms requesting confidential instructions on how the Shares held in the Company Stock Fund and allocated to a Participant's Account are to be voted. The Corporation and LMIMC shall cooperate with the Company Stock Trustee to ensure that Participants receive the requisite information in a timely manner. The materials furnished to the Participants shall include a notice from the Company Stock Trustee that Shares for which timely instructions are not received by the Company Stock Trustee will be voted by the Company Stock Trustee in proportion to those Shares for which timely instructions were received from Participants except to the extent that the Company Stock Trustee determines that to vote the Shares in such manner would not be consistent with ERISA. Notwithstanding anything contained herein to the contrary, in the event a person or entity other than the Corporation solicits proxies from shareholders of the Corporation, prior to distributing materials under this Section, the Company Stock Trustee may require that the proxy solicitor advance sufficient funds as are necessary to cover the cost of the distributing materials to, and soliciting instructions from, Participants.

(ii) With respect to all corporate matters submitted to shareholders, all Shares in the Company Stock Fund and allocated to Participants' Accounts shall be voted in accordance with the directions of Participants as given to the Company Stock Trustee. A Participant shall be entitled to direct the voting of Shares (including fractional Shares to 1/10th of a Share) held in the Company Stock Fund and allocated to his Account. If, however, voting instructions for Shares in the Company Stock Fund and allocated to a Participant's Account are not timely received by the Company Stock Trustee for a particular shareholder's meeting, the Shares shall be voted by the Company Stock Trustee in proportion to those Shares in the applicable Fund for which timely instructions were received from Participants except to the extent that the Company Stock Trustee determines that to vote the Shares in such manner would not be consistent with ERISA.

(iii) The instructions received by the Company Stock Trustee from Participants shall be held by the Company Stock Trustee in strict confidence and shall not be divulged or released to any person including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The Company Stock Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The Company Stock Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(c) Beneficiary. In the case of a deceased Participant, this Section shall apply to the Participant's Beneficiary.

(d) Rights with Respect to Other Securities. The Trustee shall vote, tender, and exercise other rights for any securities held by the Plan other than Company Stock in accordance with the directions of the applicable Investment Manager."

(e) Company Stock Trustee. A bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee appointed by LMIMC to serve as trustee with respect to the Company Stock Fund to the extent set forth in this Section.

**Article VIII.**

**ESOP PROVISIONS**

(1) ESOP:

The portion of the Plan that is invested in the Company Stock Fund is also intended to constitute an employee stock ownership plan under section 4975(e)(7) of the Code (the "ESOP"). The ESOP is designed to invest primarily in qualifying employer securities as provided in Code Section 404(k)(6). The portion of the Plan that constitutes the ESOP shall be treated as such for all purposes including but not limited to sections 404(a)(9), 404(k) and 415(c) of the Code.

(2) PUT OPTION

(a) With respect to the Company Stock Fund, if at the time of distribution, Stock distributed from the Company Stock Fund is not readily tradable on an established market, such Stock shall be subject to a put option. Such put option shall be subject to the provisions of this Section (2) and, notwithstanding anything herein to the contrary, all other applicable provisions of law. The put option must be exercisable only by a Participant, by the Participant's donees, or by a person (including an estate or its distributee) to whom the security passes by reason of a participant's death. The put option must permit the participant to put the security to the Corporation. Under no circumstances may the put option bind the Plan. However, it shall grant the Plan an option to assume the rights and obligations of the Corporation at the time that the put option is exercised. If it is known at the time a loan is made that Federal or state law will be violated by the Corporation's honoring such put option, the put option must permit the security to be put, in a manner consistent with such law, to a third party (e.g. an affiliate of the Corporation's or a shareholder other than the Plan) that has substantial net worth at the time the loan is made and whose net worth is reasonably expected to remain substantial.

(b) A put option described in subsection (a) shall be exercisable during the 60-day period which begins on the date the security subject to the put option is distributed by the Plan. If such a put option is not exercised within such 60-day period, the put option shall be exercisable for an additional 60-day period in the following plan year, in accordance with applicable law.

(c) The provisions of this subsection (c) shall apply to a put option described in subsection (a).

(i) A put option is exercised by the holder notifying the Corporation in writing that the put option is being exercised.

(ii) The period during which a put option is exercisable does not include any time when a distributee is unable to exercise it because the party bound by the put option is prohibited from honoring it by applicable Federal or state law.

(iii) The price at which a put option must be exercisable is the value of the security, determined in accordance with Treasury Regulation 54.4975-11(d)(5) (or any applicable successor provision), Code Section 401(a)(28)(C), and other applicable laws.

(iv) The provisions for payment under a put option must meet the following requirements:

(A) In the case of a distribution within 1 taxable year to the recipient of the balance to the credit of the recipient's Account, there must be adequate security and a reasonable interest rate with respect to any deferral of payments and payments must be made at least as rapidly as substantially equal periodic payments (not less frequently than annually) over a period beginning within 30 days after the date the put option is exercised and ending not more than 5 years after such date.

(B) In the case of a distribution not subject to subparagraph (A), payment under the put option must be completed within 30 days after the date the put option is exercised.

(v) Payment under a put option must not be restricted by the provisions of a loan or any other arrangement, including the terms of the employer's articles of incorporation, unless so required by applicable state law.

Except as otherwise permitted in Treasury Regulation 54.4975-11(a)(3)(ii) (or any applicable successor provision), the protections and rights described in subsections (a) through (c) are non-terminable and thus shall continue to exist if the Plan ceases to contain a Company Stock Fund.

(3) DIVERSIFICATION RIGHTS:

The investment restrictions of Article IX of the Plan shall continue to apply to Shares in the Company Stock Fund.

(4) DIVIDENDS ON SHARES:

(a) Allocated dividends with respect to Shares in the Company Stock Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, be either (x) retained in the Account of the applicable Participant, subject to the otherwise applicable provisions of this Plan, or, (y) if elected by the Participant (or, in the case of a deceased Participant, his Beneficiary) for a Plan Year, be paid out to the applicable Participant (or, in the case of deceased Participant, his Beneficiary) on a quarterly basis. Any election by a Participant pursuant to this Section (4)(a) shall be made in accordance with rules and procedures established by the Plan Administrator. In the event a Participant does not properly make an election pursuant to this section, such Participant will be deemed to have elected to have such allocated dividends retained in his Account.

(b) A dividend shall be treated as made with respect to a Share in the Company Stock Fund if and only if such Share were held in the Company Stock Fund on the record date for such dividend.

## Article IX.

## PARTICIPANT ACCOUNTS

(1) RECORDS, ALLOCATIONS, AND INVESTMENTS:

(a) (i) An Account shall be established for each Participant. The Plan Administrator shall keep appropriate books and records showing the respective interests of all the Participants hereunder, or the Plan Administrator may delegate that responsibility to the Trustee or to a third party recordkeeper.

(ii) Except for the Company Stock Fund, LMIMC shall have the authority, in its sole and absolute discretion, to (A) designate funds as Investment Funds, (B) add or delete Investment Funds, and (C) prescribe any necessary or appropriate rules regarding the availability of Investment Funds. For example, LMIMC has the authority to prescribe rules limiting the availability of Investment Funds (other than the Company Stock Fund) prior to the liquidation of the Plan's investment in such Investment Fund. Another example of LMIMC's authority is that

the availability of an Investment Fund (other than the Company Stock Fund) to one or more Participants may be limited in any ways permissible under applicable law.

The Company Stock Fund shall be included among the Investment Funds. The Company Stock Fund shall be invested exclusively in Company Stock (except to the extent that liquidity is determined by the Investment Manager to be required to effect stock purchases, sales, distributions and other transactions of the Fund), without regard to (A) the diversification of assets, (B) the risk profile of the Company Stock, (C) the amount of income provided by the Company Stock, or (D) the fluctuation in the fair market value of Company Stock, unless the Independent Fiduciary in its sole discretion, determines that continuing to invest in Company Stock is imprudent under ERISA. Notwithstanding any other provision of the Plan, the Independent Fiduciary shall at all times have the exclusive authority and control with respect to the Company Stock Fund, to be invested in accordance with this paragraph. The Independent Fiduciary shall be a named fiduciary within the meaning of ERISA Section 402(a)(2) with respect to the Company Stock Fund to the extent of its duties and responsibilities described in this Article. In its capacity as Independent Fiduciary, the Independent Fiduciary shall have no authority or responsibility with respect to the administration of the Plan or the management of any investment other than the Company Stock Fund. The Independent Fiduciary shall have the following powers with respect to the Company Stock Fund, which it shall exercise consistent with the investment mandate and presumption described in this paragraph:

(A) To impose any limitation or restriction on the investment of Plan accounts in the Company Stock Fund to the extent consistent with ERISA;

(B) To direct the sale or other disposition of all or any portion of the Company Stock held in the Company Stock Fund;

(C) To direct the reinvestment of the proceeds from any sale or other disposition of Company Stock in short-term cash equivalent investments in the Company Stock Fund;

(D) To communicate with participants of the Plan from time to time regarding the matters within the Independent Fiduciary’s purview; and

(E) To instruct the Trustee and/or applicable Investment Manager as necessary for it to carry out these responsibilities.

Notwithstanding the foregoing, the Corporation reaffirms its intent that the Company Stock Fund shall continue to be an Investment Fund under the Plan and exclusively invested in Company Stock unless the Independent Fiduciary determines in its sole discretion that continuing to invest in Company Stock is imprudent under ERISA. The Corporation further clarifies that and confirms that it intended to align the interests of its shareholders and Participants by establishing the Company Stock Fund, and any action that frustrates that purpose is contrary to this intent.

(iii) The Plan is intended to constitute a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision) with respect

to all amounts allocated to Participants' Accounts. The Plan shall be interpreted and construed in accordance with this intent.

(b) Matching, Before-Tax, After-Tax, Nonelective, and Rollover Contributions, QNECs, and Transferred Amounts made by or on behalf of a Participant shall be allocated to the Participant's Account in a manner consistent with applicable requirements.

(2) INVESTMENT ELECTIONS:

(a) Except as otherwise provided in this Plan, each Participant must elect, at the time the Participant's Account is established, the Investment Fund or Funds in which Investment Contributions will be invested. Such election must be made in increments of 1%; the 1%-increment requirement may, at the Participant's option, be applied separately with respect to the portion of any Investment Contribution attributable to Roth Deferral Contributions and non-Roth Deferral Contributions.

(b) Notwithstanding the foregoing provisions of this Article VI, the Trustee may, in its sole and absolute discretion, invest amounts in money market funds, checking accounts, or the like, pending investment or disbursement or as is necessary to satisfy the liquidity requirements of the Trust.

(c) (i) Except as otherwise provided in this Plan, a Participant may elect to change the Investment Funds in which future Investment Contributions will be invested subject to the same 1%-increment rule set forth in Section (2)(a).

(ii) A Participant may elect to change the Investment Funds in which his Account is invested. Such election is not required to correspond in any fashion with the election in effect with respect to the Participant under subsection (a) or (c)(i). Such an election must be made in increments of 1% and may at the Participant's option, be applied separately with respect to the portion of his Account attributable to Roth Deferral Contributions and non-Roth Deferral Contributions.

(iii) Any change pursuant to this subsection (c) is to be made by application to the Plan Administrator in a manner designated by the Plan Administrator for that purpose. Any change of Investment Funds for future contributions under subsection (c)(i) will be effective within an administratively reasonable time after receipt of the Participant's investment election change in accordance with the procedures established by the Plan Administrator. Reinvestment of all or part of an existing Account balance will be effective as of the close of business of the day that the Plan Administrator receives the investment election, in accordance with the procedures established by the Plan Administrator (or as of the close of business of the next business day if the day on which the election is received is not a business day); provided that if an election is received after the time designated by the Plan Administrator as the deadline for making changes effective, such investment election shall be effective as of the close of business of the next business day after the Plan Administrator receives the investment election.

(iv) An investment change election under subsection (c)(ii) may be in the form of a "Reallocation", whereby the Participant elects the percentage (in 1% increments) of his

Account to be invested in each Investment Fund (other than the Self-Directed Brokerage Account Option set forth in Section (6) below), or a “Spot Transfer”, whereby the Participant elects to transfer a specific dollar amount or percentage of funds (in 1% increments) invested in a particular Investment Fund to another Investment Fund designated by the Participant. The Plan Administrator may establish such rules and procedures as it deems advisable with respect to reallocations and spot transfers including establishing minimum amounts for reallocation and transfer, and similar matters. Any reinvestment election under this subsection (c) shall be subject to and in accordance with such rules and procedures.

(d) Amounts that are invested in the Company Stock Fund may be reinvested, under the rules otherwise applicable under Section (1) and this Section (2), in another Investment Fund at the direction of the Participant to whose Account such amounts are allocated.

(e) Except as otherwise determined by LMIMC in connection with Transferred Amounts, if a Participant does not designate an Investment Fund for amounts to be allocated to his Account or designates an Investment Fund that is not available for investment by him hereunder, such amount shall be invested the Target Date Fund (as defined in the summary plan description or applicable Summary of Material of Modifications for the Plan) corresponding to the year beginning on the date closest to the Participant’s estimated retirement age of 65 (the “Default Investment Option”), subject to reinvestment under Section (1) and this Section (2).

(f) This subsection (f) will apply with respect to any investment elections by a Participant under Article IX(2)(c)(ii), relating to changes in the Investment Funds in which his Account is invested, including a transfer between another Investment Fund and the Self-Directed Brokerage Account option as set forth in Article IX(6)(b) (cumulatively an “Account Change Election”).

(i) Subject to Article IX(3), a Participant may make no more than 6 Account Change Elections in any calendar quarter. In addition to the other provisions of this subpart (f)(i), if a Participant makes an Account Change Election in accordance with Article IX(2)(c)(ii) and this subpart (f)(i) to transfer all or part of his Account Balance from an Investment Fund (referred to herein as the “Transferring Fund”) to another Investment Fund, then (x) during the 15 day period beginning on the day after the Account Change Election is effective (the “15 Day Waiting Period”) such Participant may not make another Account Change Election (either through a Reallocation or Spot Transfer) which would involve the purchase of additional units of the Transferring Fund with respect to his Account. A Participant may make Spot Transfers (as defined in Article IX(2)(c)(iv) from the Company Stock Fund to other Investment Funds (including the SDBA Option) without regard to the 6 per quarter limitation in the first sentence of this subpart (i). With respect to amounts invested in a Default Investment Option pursuant to Section 2(e) of this Article, a Participant may during the “Initial Default Period” transfer all or part of such amount into one or more of the other Investment Funds offered under the Plan without regard to the fourth sentence of this subpart (f)(i). For this purpose, the “Initial Default Period” shall mean the 120-day period beginning on the date an amount was first invested in the Default Investment Option pursuant to Section (2)(e) of this Article.

(ii) Nothing in (f)(i) above shall limit the authority of LMIMC as set forth in Article IX(1)(a)(ii) and Article XII of the Plan or the authority of the Plan Administrator as set forth in Article IX and XII of the Plan, including the authority to develop and implement rules and procedures.

(3) RESTRICTIONS ON TRANSACTIONS:

(a) Notwithstanding anything to the contrary in Section (1) or (2), the Trustee or any Investment Manager may limit the daily volume of transactions with respect to any Investment Fund or decline to carry out any investment direction in order to act consistently with its responsibilities under all applicable laws or to avoid a prohibited transaction or the generation of taxable income to the Trust. The Trustee or any Investment Manager also may not complete a Plan transaction on the day such transaction would otherwise be completed under this Plan for other reasons that are appropriate in the sole and absolute discretion of the Trustee or the Investment Manager, taking into account their duties under ERISA. Such a reason could include, for example, a suspension of trading in an asset important to one of the Investment Funds or a major disruption of a securities market. Restrictions under this subsection (a) may apply to any transaction under the Plan, including transfers between Investment Funds, withdrawals, loans, and distributions.

If a transaction that is consistent with applicable law and with the provisions of this Plan is not completed on the day that it would otherwise have been completed under the Plan, the transaction shall be completed as soon as administratively practicable.

(b) In addition, notwithstanding anything herein to the contrary, transactions by a Participant or Participants may be restricted to the extent deemed necessary or appropriate, in the sole and absolute discretion of the Corporation, to comply with applicable laws, including but not limited to the federal securities laws. These restrictions could limit transfers of Account balances into or out of the Company Stock Fund. Also, the portion of such a restricted Participant’s Account that is invested in the Company Stock Fund shall not be available for withdrawal prior to the Participant’s death or Termination of Employment or for a loan under Article XI.

(4) CONFIDENTIALITY REGARDING COMPANY STOCK:

Information relating to the purchase, holding, and sale of Company Stock, and the exercise of voting, tender, and similar rights with respect to Company Stock shall be held by the Company Stock Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The Company Stock Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(5) VALUATION OF ACCOUNTS:

(a) As of any applicable date, the value of each Account shall be expressed in terms of Units in the applicable Investment Fund. The Unit Value shall be determined separately for

each Investment Fund. The Unit Value of any Investment Fund shall be determined by dividing the market value of the assets in the Investment Fund by the total number of Units in the Fund.

(b) All deposits made to an Investment Fund shall be converted into Units by dividing the dollar amount of such deposit by the value of one Unit in the Investment Fund determined as of the Valuation Date on which the deposits are made.

(6) SELF-DIRECTED BROKERAGE ACCOUNT

(a) In addition to other Investment Funds made available under the Plan, there shall be available a Self-Directed Brokerage Account option ("SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance in stocks, mutual funds, or bonds of the Participant's choosing. For purposes of this Section, "Transferable Account Balance" shall mean the balance that may be reinvested under Article IX(2) of the Plan (excluding Roth Deferral Contributions, rollovers of Roth amounts and In-Plan Roth Rollovers).

(b) The SDBA Option shall be considered an Investment Fund for purposes of Article IX(1)(a)(iii) and for purposes of Spot Transfers (but not Reallocations) under Article IX(2)(c)(ii) of the Plan. Notwithstanding the foregoing, no Investment Contribution may be made directly to the SDBA Option, and amounts the Participant desires to invest through the SDBA Option must be first transferred to the SDBA Option from an Investment Fund(s) pursuant to Article IX(2). A Participant's initial Spot Transfer from an Investment Fund(s) to the SDBA Option must be in an amount of at least $500, and any subsequent transfer from an Investment Fund(s) must be in an amount of at least $500. Transfers from the SDBA Option to another Investment Fund(s) shall be made by first selling assets in the SDBA Option and transferring the money to another Investment Fund(s) in accordance with procedures established by the Plan Administrator. This Section (6)(b) shall take precedence over any contrary provision of the Plan.

(c) The Plan Administrator shall establish rules and procedures with respect to the operation of the SDBA Option, including rules and procedures regarding transfer of Account Balances to the SDBA Option, and similar matters related to the operation of the SDBA Option. Any election to direct investments through the SDBA Option shall be subject to and in accordance with rules and procedures established by the Plan Administrator.

(d) A Participant who elects to direct investments through the SDBA Option may, from time to time, place an order or orders with the Trustee or person designated by the Trustee for the assets the Participant desires to have purchased for his Account. Subsequent investments through the SDBA Option shall be made by the Participant, and shall be paid for with funds in the Participant's SDBA Option and shall be delivered directly to the Trustee. Assets in the SDBA Option will be charged a proportionate share of Plan administrative expenses. Such share shall be determined daily based on the market value of assets in the Participant's SDBA Option, with expenses charged on a monthly basis to the Participant's other Investment Funds as a reduction in applicable units owned. In addition, brokerage commissions and other transaction fees associated with the SDBA Option shall be paid with funds from the Participant's SDBA Option in accordance with rules and procedures established by the Plan Administrator.

(e) No distribution, withdrawal, or loan may be made directly from assets in the SDBA Option, and amounts in the SDBA Option shall not be included for purposes of determining any limits on the amount of any loan or withdrawal which may be available under the Plan; provided, however, that a lump sum distribution on account of Termination of Employment may be made directly form the assets of the SDBA Option. This Section (6)(e) shall take precedence over any contrary provision in the Plan.

(f) A Participant may not make an Account Change Election under IX(2)(c)(ii) which involves the transfer of any amount (whether through Reallocation or Spot Transfer) directly from the Investment Fund designated as the Stable Value Fund (the "Stable Value Fund") to the Self-Directed Brokerage Account Option. If a Participant makes an Account Change Election under IX(2)(c)(ii) which involves the transfer of an amount from the Stable Value Fund to one of the other Investment Funds (other than the SDBA Option), such amount transferred from the Stable Value Fund shall be designated as "non-SDBA transferable" for a period beginning on the effective date of the Account Change Election and ending 90 days thereafter, and during such 90 day period may not be transferred to the SDBA Option. In the event that a Participant's account in the SDBA Option is credited with trailing dividends, residual interest credits, or any other similar amounts held in a cash account (collectively "residual payments") after the date on which the Participant transferred his entire balance in the SDBA Option to another investment option in the Plan, such residual payments will be transferred to the Stable Value Fund in the Plan on a periodic basis. This provision shall apply only if the post-transfer SDBA credits are the only funds remaining in the Participant's account in the SDBA Option at the time of the transfer to the Stable Value Fund.

(g) In addition to the other Investment Funds and the non-Roth SDBA Option in the Plan, there shall be available a Roth Self-Directed Brokerage Account option ("Roth SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance derived from Roth Deferral Contributions, including rollovers of Roth amounts and In-Plan Roth Rollovers, in stocks, mutual funds, or bonds of the Participant's choosing. The provisions of the Plans and the fee schedules relating to the SDBA Option shall be applied separately to the Roth SDBA Option (including In-Plan Roth Rollover amounts) except as follows:

(i) The $500 minimum initial transfer amount may be divided between the non-Roth SDBA Option and the Roth SDBA Option in the Plan; and

(ii) A Participant must have a minimum account balance of $1,000 in order to open a non-Roth SDBA Option account or a Roth SDBA Option account or both.

## Article X.

## ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER

(1) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: TERMINATION AND DEATH:

(a) Except as otherwise provided herein, a Participant shall be eligible to receive the entire amount to the credit of his Account in the event of the Participant's Termination of Employment, provided that an event shall not constitute a Termination of Employment with respect to any part of the Participant's Account unless such event is a Termination of Employment with respect to a Participant's entire Account. For this purpose, a Participant's Account shall not be treated as including any amounts previously transferred or distributed, even if such transfer or distribution is made after or on account of the same event.

(b) In the event of the death of a Participant, payment of such Participant's Account shall be made to his Beneficiary.

(c) A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XI(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any distribution from his Account pursuant to this Article X.

(2) ELIGIBILITY FOR DISTRIBUTION OF ACCOUNT: TRANSFERS OF EMPLOYMENT:

(a) If an Eligible Employee remains employed by the Employer but ceases to be an Eligible Employee, no further contributions shall be made to the Plan by or on behalf of such individual with respect to periods during which he is not an Eligible Employee. During the period during which such individual remains employed by the Employer, he shall not be treated as having had a Termination of Employment for purposes of the distribution provisions of this Plan.

(b) If a Participant remains employed by the Employer but ceases to be an Eligible Employee, the Account of such Participant may, in the sole and absolute discretion of the Plan Administrator, be transferred (other than in an Elective Transfer) to another plan maintained by the Employer, provided that such plan is qualified under Code Section 401(a) or 403(a).

(c) This subsection (c) shall only apply to a Participant who is among a group of individuals who by reason of the same event all (i) cease to be employed by the Employer and (ii) become employed by another employer for whom they are performing substantially the same services that they performed for the Employer. The Account of a Participant to whom this subsection (c) applies shall be transferred, in whole or in part, to a plan maintained by such new employer if (A) such plan is qualified under Code Section 401(a) or 403(a), and (B) such transfer is provided for in a document (such as a purchase agreement in the case of a sale by the Employer of the assets of a trade or business) setting forth the legal and contractual obligations of the parties involved in the event. The transfer may be an Elective Transfer or a transfer that is not an Elective Transfer, as provided for in the document described in the preceding sentence.

(d) Employees Transferred to USA. Each Participant whose employment ceases with the Employer as a result of a transfer of employment to the United States Alliance ("USA") prior to March 31, 1997 (a "USA Participant") shall not be considered to have incurred a Termination of Employment until such time as the USA Participant terminates employment with USA or such earlier time as is permitted for distribution under Code Section 401(k).

(3) PAYMENT OF PARTICIPANT ACCOUNT:

(a) In General. This Section (3) shall apply except to the extent otherwise provided in this Plan.

(b) Immediate Lump Sum Payment. A Participant who is eligible for a distribution from the Plan pursuant to Section (1) may elect to receive a distribution by making an application therefor to the Plan Administrator in a manner designated by the Plan Administrator. In such application, the Participant may elect to receive a distribution of his entire Account as a lump sum as soon as practicable after the application is received by the Plan Administrator and in accordance with the Plan's normal processing standards and procedures. The Valuation Date for the distribution will be the day on which the Participant's payment record is processed for distribution by the Plan Administrator.

(c) Installment Payments. In the application described in subsection (b), a Participant who is eligible for a distribution under Section (1) may elect to have his Account paid to him in:

(i) Monthly installments, the number of which must be a multiple of 12 and may not exceed the lesser of (A) 300 or (B) the number of months until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9));

(ii) Quarterly installments, the number of which must be multiple of four and may not exceed the lesser of (A) 100 or (B) the number of quarters until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iii) Semi-annual installments, the number of which must be multiple of two and may not exceed the lesser of (A) 50 or (B) the number of six-month periods until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iv) Annual installments, the number of which must be a multiple of one and may not exceed the lesser of (A) 25, or (B) the number of years until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)).

Any election under Section (3)(c) may not be modified by the Participant except to the extent permitted under Section (3)(d).

(d) Installment Payment Methodology. Installment payments described in subsection (c) shall be subject to the following provisions:

(i) The first monthly, quarterly, semi-annual, or annual payment will be made as soon as practicable after the Participant's application is received by the Plan Administrator. Except to the extent required to satisfy subsection (d)(vi), the amount of each payment will be determined by dividing the value of the Participant's Account balance by the number of payments remaining in the payment schedule.

(ii) Each Participant who elects the installment option may also elect to make interim withdrawals at any time after the payment of the first installment has been made; provided that a Participant who elects any interim withdrawal may not make another interim withdrawal for at least 12 months following the Participant's prior interim withdrawal; provided further that this subsection (d)(ii) shall not apply in the case of a deemed election described in subsection (e).

(iii) A Participant who elects the installment option may elect to receive a lump sum distribution of the balance of his Account at any time.

(iv) In the event the Participant dies prior to a complete distribution of his Account, the balance of his Account will be paid in a single sum payment to his Beneficiary in accordance with subsection (g) below.

(v) All payments under this subsection (d) shall be valued as of the day on which the payment is processed for distribution by the Plan Administrator.

(vi) The amount of any cash distributed under this subsection (d) for any installment under Section (3)(c) shall not be less than $30.

(e) Age 70 1/2. Notwithstanding anything to the contrary in this Section (3), if (i) a Participant is eligible for a distribution from the Plan under Section (1) and (ii) the Plan Administrator has not received a proper distribution application from the Participant by the Applicable Date, the Participant shall be deemed to have made an election under Section (3)(c)(iv) on the Applicable Date to receive his distribution in 13 annual installments; provided that to the extent required by Article X(7)(c), there shall be less than 12 months between any two installments. For purposes of this subsection (e), the term "Applicable Date" shall mean the latest of (A) the attainment of age 70 1/2, (B) December 15 of the Plan Year in which the Participant has a Termination of Employment, or (C) the date that is 30 days after a notice is sent to the Participant by the Plan Administrator informing him of the applicability of the distribution form described in this subsection (e) if a proper distribution application is not received by the Applicable Date. The figure "13" in the second preceding sentence shall be reduced by one for each year (or fraction thereof) by which the Participant's age on the Applicable Date exceeds age 70 1/2.

(f) Limits on Distribution during Reemployment. Notwithstanding the foregoing, no distribution shall be made pursuant to this Section (3) if, at the time such distribution would be made, the Participant has been reemployed by the Employer as an Employee. Any further

distribution shall be deferred until the Participant again qualifies for such a distribution under the terms of the Plan.

(g) Death Benefits. In the event of the death of a Participant, all amounts credited to his Account shall be distributed in a single payment to his Beneficiary as soon as practicable and in accordance with the Plan's normal processing standards and procedures.

(4) MEDIUM OF DISTRIBUTION:

All distributions shall be made in cash. Notwithstanding the preceding, if a Participant or Beneficiary whose Account includes an interest in the Company Stock Fund so elects in the manner prescribed therefor by the Plan Administrator, distribution of all or part of such interest shall be in Shares (with fractional Shares paid in cash); provided that any amount paid as an annuity shall be paid only in cash. See also Section (11)(e).

(5) OTHER DISTRIBUTIONS:

In the event that a loan made to a Participant under Article XI is in default (as determined by the Plan Administrator under terms that are incorporated herein by reference) and the Plan Administrator determines, under terms that are incorporated herein by reference, that it is necessary for a distribution to be made under the Plan in order to cure such default and that such a distribution could be made under the terms of this Plan and Treasury Regulation § 1.401(k)-1(d) (or any applicable successor provision), the Plan Administrator, with notice to the Participant, shall cause a distribution to be made on behalf of the Participant under the Plan which shall be applied by the Plan Administrator to the unpaid balance of the loan, including accrued interest. Such distribution shall be charged against the security for the loan, as determined under Article XI(2)(h). Any such distribution shall be subject to whatever restrictions and other rules are applicable under Article VI, Article X, or other Plan provisions, as the case may be, except to the extent that the context clearly indicates otherwise.

(6) QUALIFIED DOMESTIC RELATIONS ORDERS:

The Plan shall comply with any order determined by the Plan Administrator to be a qualified domestic relations order (within the meaning of Code Section 414(p)). Notwithstanding the foregoing, a payment under a qualified domestic relations order may commence at the time set forth in the order, even if such time would be earlier than the date on which the amount would otherwise be payable to the Participant under the Plan.

The Plan Administrator shall establish reasonable procedures consistent with applicable rules to determine the qualified status of domestic relations orders and to administer distributions under such qualified domestic relations orders (or the segregation of amounts pending determination of such status).

(7) ADDITIONAL DISTRIBUTION RULES:

(a) Distributions of Small Amounts.

(i) If a Participant has a Termination of Employment, and the value of his Account exceeds $5,000 (determined as of such times and in such manner as are required by Code Section 411(a)(11)), his Account will not be distributed to him prior to his attainment of age 70½ without his written consent. Notwithstanding anything in this Plan to the contrary (including, without limitation, Section (11)), if a Participant has a Termination of Employment, and the value of his Account does not exceed $5,000 (determined as of such times and in such manner as are required by Code Sections 411(a)(11) and 417), and if he does not elect a distribution of his entire Account under this Article X, his Account shall be distributed as soon as practicable, consistent with Plan administrative procedures, in a single sum without his consent. For purposes of this Section (7)(a), the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings applicable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's account balance as so determined is $5,000 or less, the Plan shall distribute the Participant's entire nonforfeitable account balance in accordance with the second sentence of this section.

(b) Distribution Due Date. Unless a Participant elects otherwise, the distribution of the Participant's Account shall begin not later than the sixtieth day after the close of the Plan Year in which the latest of the following dates occurs:

(i) the date on which the Participant attains age 65;

(ii) the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(iii) the date on which the Participant has a Termination of Employment.

For purposes of this subsection (b), the failure by a Participant to submit to the Plan Administrator a proper distribution application in a timely fashion to receive a distribution by the day described in the preceding sentence shall be deemed to be an election by the Participant not to receive a distribution by such day.

(c) Minimum Distribution Requirements

(i) General Rule.

(A) Precedence. The requirements of this Section 7(c)(i)(A) will take precedence over any inconsistent provisions of the Plan, provided that this Section shall not be considered to allow a participant or beneficiary to delay a distribution beyond the time otherwise provided in the Plan or elect an optional form of benefit not otherwise provided in the Plan.

(B) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(ii) Time and Manner of Distribution.

(A) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date.

(B) Death of Participant Before Distributions Begin. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(I) If the participant's surviving spouse is the participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, on or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(II) If the participant's surviving spouse is not the participant's sole Designated Beneficiary, then the participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

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

(IV) If the participant's surviving spouse is the participant's sole Designated Beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this section (c)(ii)(B), other than section (c)(ii)(B)(I), will apply as if the surviving spouse were the participant.

For purposes of this section (c)(ii)(B) and section (c)(iv), unless section (c)(ii)(B)(IV) applies, distributions are considered to begin on the participant's Required Beginning Date. If section (c)(ii)(B)(IV) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I)), the date distributions are considered to begin is the date distributions actually commence.

(C) Forms of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with sections (c)(iii) and (c)(iv). If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(iii) Minimum Distributions During Participant's Lifetime.

(A) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(I) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's age as of the participant's birthday in the distribution calendar year; or

(II) if the participant's sole Designated Beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the distribution calendar year.

(B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section (c)(iii) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the participant's date of death.

(iv) Required Minimum Distributions After Participant's Death.

(A) Death on or After Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant's Designated Beneficiary, determined as follows:

(1) The participant's remaining life expectancy is calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(2) If the participant's surviving spouse is the participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the participant's surviving spouse is not the participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the participant's death, reduced by one for each subsequent year.

(II) No Designated Beneficiary. If the participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the participant's remaining life expectancy calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(B) Death Before Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the remaining life expectancy of the participant's Designated Beneficiary, determined as provided in section (c)(iv)(A).

(II) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(C) Death of Surviving Spouse before Distributions to Surviving Spouse Are Required to Begin. If the participant dies before the date distributions begin, the participant's surviving spouse is the participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I), this section will apply as if the surviving spouse were the participant.

(v) Definitions.

(A) Designated Beneficiary. The individual who is designated as the beneficiary under Article I of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-l, Q&A-4, of the Treasury regulations.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under section (c)(ii)(B). The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(C) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(D) Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(E) Required Beginning Date. The date defined in Code Section 401(a)(9) and the regulations promulgated thereunder.

(d) Rollovers to Other Plans.

(i) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section (7)(d), a Distributee may elect at the time and in the manner prescribed by the Plan 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.

(ii) For purposes of Section (7)(d)(i), the following rules apply:

(A) In the sole and absolute discretion of the Plan Administrator, a Direct Rollover may be made by any means permitted by Treasury Regulation §1.401(a)(31)-1, Q/A-3 and Q/A-4 (or any applicable successor provision).

(B) The Plan Administrator may, in its sole and absolute discretion, require, as a condition of making a Direct Rollover, that the Distributee electing the Direct Rollover provide such information or documentation as is permitted under Treasury Regulation §1.401(a)(31)-1, Q/A 6 (or any applicable successor provision).

(C) The Plan Administrator may establish a deadline for a Distributee to elect a Direct Rollover, which deadline shall comply with all applicable requirements under the Code. To the extent permitted by law, such deadline may vary depending on the circumstances of the Distributee (such as whether Section (7)(c) applies to the Participant). Except as provided in Section (7)(f), if a Distributee does not make any election by the applicable deadline, the Distributee shall be deemed to have elected not to have a Direct Rollover made.

(D) Subject to the other requirements set forth in this Section (7)(d), a Distributee may elect to have all or any portion of his Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(E) Any election to have a Direct Rollover made with respect to an Eligible Rollover Distribution must specify a single Eligible Retirement Plan to which the Direct Rollover shall be made.

(F) For purposes of this Plan, a Direct Rollover with respect to a Distributee shall be treated as a distribution or withdrawal with respect to such Distributee.

(G) If an Eligible Rollover Distribution is one payment in a series of periodic payments, and the Distributee elects to have some or all of such Eligible Rollover Distribution paid to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover, such election shall apply to all subsequent payments in the series; provided that the Distributee is permitted at any time to change the election with respect to subsequent payments in the series; provided further that any such change shall be treated as an election subject to this Section (7)(d)(ii)(G).

(iii) The provisions of this Section (7)(d) shall apply only to the extent required by the plan qualification rules of Section 401(a) of the Code.

(iv) Direct Rollover Distributions (PPA).

(A) Non-spouse Beneficiary Rollovers. A designated beneficiary (as defined in Code section 401(a)(9)(E)) of a Participant who is not the surviving spouse of the Participant may elect to roll over such distribution to an individual retirement plan described in Code section 402(c)(8)(B)(i) or (ii) established for the purpose of receiving such distributions.

(B) Employee Contributions. The portion of an Eligible Rollover Distribution attributable to after-tax employee contributions that are not includible in gross income may be rolled over in a direct rollover distribution to an annuity contract described in Code section 403(b) provided that such contract provides for separate accounting of such after-tax contributions and earnings thereon.

(C) Eligible Retirement Plan. The term Eligible Retirement Plan shall include a Roth IRA described in Code section 408A.

(e) Investment Funds. In the event that the portion of the Participant’s Account from which a distribution is made is invested in more than one Investment Fund at the time of such distribution, the amount distributed (subject to Section 72 of the Code) shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund.

(f) Default Rollover. Notwithstanding anything to the contrary in Article X(7)(a), in the event of a mandatory distribution (within the meaning of Code Section 411(a)(11) and 401(a)(31)(B)) greater than $1,000 in accordance with the provisions of Article X(7)(a), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly as permitted under the Plan, the Plan Administrator will pay the distribution in a single lump sum direct rollover to an individual retirement plan designated by LMIMC.

(8) VESTING:

(a) A Participant shall be fully vested at all times in his Account Balance.

(b) (i) A Participant who incurs a Period of Severance that equals or exceeds five years shall, as of the last day of the fifth year of such Period of Severance, forfeit any portion of his Account balance in which he does not then have a vested interest (unless such portion is sooner forfeited under this Section (8)).

(ii) A Participant who has a Termination of Employment and receives a distribution of the entire portion of his Account balance in which he has a vested interest shall, immediately following such distribution and to the extent permitted by law, forfeit the portion of his Account balance in which he does not then have a vested interest. For this purpose, a Participant who has a Termination of Employment and does not have a vested interest in any portion of his Account balance shall be deemed to have received a distribution of zero dollars ($0), which distribution shall be treated as a distribution of the entire portion of his Account balance in which he has a vested interest.

(c) Notwithstanding anything herein to the contrary, a portion of a Participant's Account that would be vested but for this subsection (c) (together with any income attributable to such portion) shall be forfeited (i) to the extent provided in Article III(14)(b) and Article III(14)(c), (ii) to the extent that such portion is attributable to a Matching Contribution that relates to an Excess Deferral Amount distributed under Article III(15), provided that this Article X(8)(c)(ii) shall not apply to the extent that such Matching Contribution would be distributed pursuant to Article III(14)(c), and (iii) to the extent otherwise provided for in other provisions of this Plan. A forfeiture under the preceding sentence shall occur as of the date determined by the Plan Administrator in its sole and absolute discretion, subject to the provisions of applicable law.

(9) USE OF FORFEITURES:

Forfeitures under this Plan or under a Prior Plan shall be used to offset amounts that the Employing Companies would otherwise contribute to the Plan.

(10) RESTORATION OF FORFEITED AMOUNTS UPON REPAYMENT:

(a) If, with respect to a participant under this Plan, a forfeiture occurred under this Plan by reason of a distribution to such participant, and such former participant is subsequently reemployed as an Employee, such former participant shall have the right, under procedures prescribed by the Plan Administrator, to make a lump sum repayment of the entire amount distributed, provided that such repayment must be made before the earlier of (i) five years after the first date after the distribution on which the former participant is reemployed as an Employee, or (ii) the completion of a five-year Period of Severance after the date of the distribution.

(b) If the former participant is reemployed prior to the completion of a five-year Period of Severance after the date of the distribution, the forfeited amounts, at the value as of the date of distribution, shall be restored to the former participant's Account without regard to the

deductibility of such contributions under Code Section 404 (notwithstanding anything herein to the contrary).

(c) Except for purposes of Article III (and related provisions) and except as the context indicates otherwise, the amount repaid by the participant and the amount restored by the Corporation shall be treated under this Plan as if they were contributed to the Trust Fund on the day when repaid and on the day when restored.

(11) SPOUSAL CONSENT:

(a) This Section (11) shall apply notwithstanding any other provision of this Plan to the contrary.

(b) This Section (11) shall only apply to the portion of a Participant's Account (i) that is attributable to his accounts in the Lockheed Martin Vought Systems Capital Accumulation Plan - Hourly and in the Lockheed Martin Librascope Retirement Savings Plan - Hourly, and (ii) to which Code Section 401(a)(11) applies. There shall be a separate accounting of amounts described in the preceding sentence that is acceptable under Treasury Regulation § 1.401(a)-20 (or any applicable successor provision).

(c) For purposes of this Section (11), the following words and phrases, when used with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise:

(i) Joint And Survivor Annuity: An annuity under which joint and survivor benefits are paid to the Participant for his life, and, following the Participant's death, are paid to the Participant's Spouse during the Spouse's lifetime at a rate equal to fifty percent (50%) of the rate at which such benefits are payable to the Participant, provided that with respect to a Participant who is not married on the Annuity Starting Date, the Joint and Survivor Annuity is a single life annuity payable to the Participant.

(ii) Pre-Retirement Survivor Annuity: An annuity for the life of the Participant's Spouse purchased with the distributable proceeds of the Spousal Consent Account Balance.

(iii) Spousal Consent Account Balance: The portion of a Participant's Account to which this Section (11) applies.

(d) With respect to a Participant's Spousal Consent Account Balance:

(i) Pre-Retirement Survivor Annuity. Unless otherwise elected as provided below, a Participant who dies before the Annuity Starting Date and who has a Spouse shall have his Spousal Consent Account Balance paid to his Spouse in the form of a Pre-Retirement Survivor Annuity. Unless the Spouse consents to an earlier distribution, payment of the Pre-Retirement Survivor Annuity will begin within a reasonable time after the later of (A) the date the Participant would have attained his Normal Retirement Age or (B) the date that is 90 days after the death of the Participant. If a person married to the Participant on the date of the

Participant's death is not a Spouse, distribution of the Participant's Spousal Consent Account Balance shall be made without regard to Section (11).

(ii) Waiver of Pre-Retirement Survivor Annuity.

(A) An election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant during the election period in writing and on a form prescribed therefor by the Plan Administrator, and shall require the Spouse's consent as provided in Section (11)(d)(vii).

(B) Notwithstanding the terms of any waiver regarding the form of death benefit, if the Spouse has not, at the time of the Participant's death, properly consented to a non-Spouse Beneficiary, the Spouse may elect on a form prescribed therefor by the Plan Administrator (I) to begin receiving the Pre-Retirement Survivor Annuity within an administratively reasonable time following the later of the Participant's death or the Spouse's election, or (II) to receive a single sum distribution of the Participant's Spousal Consent Account Balance within a reasonable time following the later of the Participant's death or the Spouse's election. Any written election described in this Section (11)(d)(ii)(B) must be obtained not more than ninety (90) days before distribution begins and shall be made in accordance with the provisions of this Section (11). If a Spouse's election is not received by the later of the time the Participant would have attained his Normal Retirement Age or ninety (90) days after the Participant's death, distribution of the Pre-Retirement Survivor Annuity will begin within an administratively reasonable time after such date.

(iii) Election Period. The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and shall end on the date of the Participant's death. An earlier waiver (with Spousal consent) may be made, but such waiver shall become invalid at the beginning of the Plan Year in which the Participant attains age 35. When a Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of separation from service.

(iv) Notice of Election Rights. The Plan Administrator shall provide Participants with an explanation of the election that meets the requirements of Code Section 417(a)(3)(B).

(v) Joint and Survivor Annuity. Unless otherwise elected as provided below, a Participant who does not die before the Annuity Starting Date shall receive his Spousal Consent Account Balance in the form of a Joint and Survivor Annuity. The Joint and Survivor Annuity shall begin within an administratively reasonable time after the Participant's Annuity Starting Date.

(vi) Election to Waive Joint and Survivor Annuity. An election to waive the Joint and Survivor Annuity must be made by the Participant during the election period in writing on a form prescribed therefor by the Plan Administrator with the consent of the Participant's Spouse. An election to designate a Beneficiary or form of benefits may not be changed without Spousal consent. An unmarried Participant may, in accordance with procedures established by the Plan Administrator, elect during the election period to waive the Joint and

Survivor Annuity. An election may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph.

(vii) Spousal Consent. Spousal consent will be valid only if (I) it is in writing on a form prescribed therefor by the Plan Administrator, (II) the Spouse's consent acknowledges the effect of the consent, and (III) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefor by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(A) there is no Spouse;

(B) the Spouse cannot be located; or

(C) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's waiver under Section (11)(d)(vi) or Section (11)(d)(ii), whichever is applicable, will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary and, in the case of an election to waive the Joint and Survivor Annuity, form of benefit designated in that consent. For purposes of Section (11)(d)(vi), a consent under this provision may not be revoked. For purposes of Section (11)(d)(ii), a consent under this provision may be revoked at any time and upon revocation the consent shall cease to be valid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(viii) Election Period. The election period to waive the Joint and Survivor Annuity is the ninety (90) day period ending on the Annuity Starting Date (except to the extent otherwise provided in Code Section 417(a)(7)). A payment shall not be considered to occur after the Annuity Starting Date when actual payment is reasonably delayed for calculation of the benefit amount.

(ix) Notice of Election Rights. The Plan Administrator shall provide the Participant with an explanation of the election which meets the requirements of Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)).

(x) Effect of Waiver. If a proper waiver is executed under Section (11)(d)(vi) with respect to a Participant, the Participant's Spousal Consent Account Balance shall be distributed under the provisions of this Article X without regard to this Section (11).

(xi) Purchase of Annuities. Any costs associated with the purchase of annuity contracts under this Section (11) shall be charged against the distributable proceeds of the Participant's Spousal Consent Account Balance. After an annuity contract has been

purchased and distributed, neither the Plan nor the Employer shall have any further obligation for payment of benefits attributable to the Participant's Spousal Consent Account Balance.

(xii) Small Amounts. If the value of a Participant's Account is $5,000 or less (determined as of such times and in such manner as are required by Code Section 417), this Section (11) shall not apply with respect to such Participant.

(e) Notwithstanding anything herein to the contrary, any amounts paid in the form of an annuity shall be paid only in cash.

## Article XI.

## LOANS TO PARTICIPANTS

(1) AVAILABILITY OF LOANS TO PARTICIPANTS:

(a) The Plan Administrator may, in its sole and absolute discretion and effective at such time as it specifies, provide for the availability of loans from the Plan to Employees who have Accounts thereunder and to any other Participant or Beneficiary (in the case of a deceased Participant) who is a party in interest within the meaning of Section 3(14) of ERISA. If the Plan Administrator institutes such a loan program, the loans shall be made pursuant to the provisions and limitations of this Article XI. References in this Article XI to a "Participant" shall be deemed to be references also to a Beneficiary (in the case of a deceased Participant) except to the extent that the context or applicable law indicates otherwise.

(b) The Plan Administrator may establish rules, which are incorporated herein by reference, governing loans, provided that such rules are not inconsistent with the provisions of this Article XI and applicable law. These rules may limit the number of loans a Participant may receive, require payment of loan processing fees by the Participant (either directly or out of his Account), or establish any other requirements the Plan Administrator determines to be necessary or desirable.

(2) TERMS AND CONDITIONS OF LOANS TO PARTICIPANTS:

Any loan under this Article XI shall satisfy the following requirements:

(a) Amount of Loan. At the time a loan is made, the principal amount of the loan, plus the outstanding balance (principal plus accrued interest) due on any other loans to the Participant from the Plan, shall not exceed the lesser of (i) $50,000 or (ii) one half of the value of the Participant's vested Account. The $50,000 limit shall be reduced by the excess (if any) of (A) the highest outstanding balance of all Qualified Retirement Plan Loans to the Participant during the one-year period ending on the day before the date on which the loan is made, over (B) the outstanding balance of all Qualified Retirement Plan Loans to the Participant on the date on which such loan is made. At the time a loan is made, the principal amount of the loan shall not be less than $500.

(b) Source of Loan. Each loan shall be treated as an investment of the Borrower's Account. Any loan to a Participant shall be made from amounts in the Participant's Account that

are described in the following sentence and shall be made in the order set forth therein. Any loan shall be made pro-rata from amounts attributable to: Rollover Contributions, vested Matching Contributions, vested Nonelective Contributions, matching contributions to the Prior Plans, nonelective employer contributions to the Prior Plans, Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions (including rollover of Roth amounts and In-Plan Roth Rollover amounts). Loan repayments shall be credited on a pro-rata basis from the sources they were withdrawn from.

For purposes of this Section (2)(b), except as otherwise provided herein, an amount attributable to a Prior Plan shall be treated in the same manner as if the contribution from which the amount is derived were made to this Plan. Thus, for example, an amount attributable to a rollover contribution to a Prior Plan shall be treated as an amount attributable to a Rollover Contribution for purposes of this Section (2)(b).

(c) Investment Funds. In the event that the portion of the Participant's Account from which the loan is made (as set forth in Article XI(2)(b)) is invested in more than one Investment Fund at the time of such loan, the amount loaned shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Amounts paid by a Participant to the Plan as repayments of a loan shall be allocated on a pro-rata basis to the Investment Funds charged in making such loan.

(d) Application for Loan. The Participant must apply for a loan in the manner specified by the Plan Administrator.

(e) Length of Loan.

(i) The Participant shall be required to repay the loan in approximately equal installments of principal and interest over not longer than 5 years, or such shorter period as the Plan Administrator may designate. The 5-year (or shorter) limit shall not apply to any loan the proceeds of which are applied by the Participant to acquire or construct any dwelling unit that is to be used within a reasonable time after the loan is made as the principal residence of the Participant. In the latter case, the loan shall be for a maximum of 15 years.

(ii) The principal amount of the loan, together with all accrued interest, shall immediately become due when the Participant is no longer employed by an Employing Company and is no longer a party in interest under Section 3(14) of ERISA; provided, however, that the Plan Administrator may allow for such Participant to continue to make loan repayments on a monthly basis until the scheduled payoff date.

(f) Prepayment. A Participant shall be permitted at any time to repay the loan in whole prior to maturity, without penalty, in accordance with procedures established by the Plan Administrator. A Participant may not extend, refinance, renegotiate, renew, or modify a loan in any way. If a Participant elects to repay a loan using a direct debit (ACH) process, the Participant will be restricted from requesting any withdrawal or distribution from his Account for 15 days from the date the Participant provides his direct debit banking information.

(g) Notes, Interest, and Withholding. The Plan Administrator may require that the loan be evidenced by a promissory note executed by the Participant and delivered to the Trustee, and shall bear interest at a reasonable rate determined by the Plan Administrator, which determination is incorporated herein by reference. Negotiation of a loan check shall be deemed to be consent to the terms of the loan and the related promissory note. For this purpose, the Plan Administrator will use a rate of interest which provides the Plan with a return commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. Repayment of principal and payment of interest will be made in installments not less frequently than quarterly and normally will be effected through payroll withholding, and the Participant shall execute any necessary documents to accomplish this as a condition to approval of the loan.

(h) Security. The loan shall be secured by an assignment of the Participant's right, title, and interest in and to his Account in the Plan. The initial source of such security shall be determined under the loan source rules of Section (2)(b) as of the date of the loan. Amounts held as security for a loan shall not be available for withdrawal or distribution except to the extent that such amounts are applied to the unpaid balance of the loan (including accrued interest) pursuant to applicable provisions of this Plan.

(i) One Loan Outstanding; No Loans if in Default. A Participant may not have more than one loan outstanding at any time, taking into account loans under this Plan and all other Qualified Retirement Plan Loans. No loan shall be made to any Participant who is in default with respect to a loan under this Plan (including a loan originally made by a Prior Plan), as determined by the Plan Administrator under terms which are incorporated herein by reference.

(j) No Refinancing of Loans. No loan from the Plan (including a loan originally made by a Prior Plan) may be refinanced by a loan under this Article XI In addition, no loan hereunder may be made to a Participant prior to the date that is fifteen (15) days after the date that all previous loans from the Plan (including loans originally made by a Prior Plan) have been repaid in full.

(k) Other Terms and Conditions. The Plan Administrator shall fix such other terms and conditions of the loan and shall require such documentation as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 401(a) of the Code, to qualify the loan as exempt from the prohibited transaction rules of the Code or ERISA, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant, which other terms and conditions are incorporated herein by reference. The Plan Administrator, in its sole and absolute discretion, may for any reason fix other terms and conditions of the loan, not inconsistent with the provisions of this Article XI, which other terms and conditions are incorporated herein by reference.

(l) No Prohibited Transactions. No loan shall be made unless such loan is exempt from the tax imposed on prohibited transactions by Section 4975 of the Code (or would be exempt from such tax if the Participant were a disqualified person as defined in Section 4975(e)(2) of the Code) by reason of Section 4975(d)(1) of the Code.

## Article XII.

## PLAN SPONSOR AND NAMED FIDUCIARIES; ALLOCATION OF RESPONSIBILITIES

(1) PLAN SPONSOR:

The Plan Sponsor shall have the authority and responsibility for:

(a) the design of the Plan and the Trust Agreement, including the right to amend the Plan and the Trust Agreement; and

(b) the qualification of the Plan under applicable law.

(2) LMIMC:

(a) In General. LMIMC is a Named Fiduciary of the Plan and shall be responsible for Plan investments and the appointment, removal, and replacement of Investment Managers and the Trustee.

(b) Responsibilities. LMIMC shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) appointment, removal, and replacement of the Trustee;

(ii) appointment, removal, and replacement of one or more Investment Managers, which shall be responsible for managing such portion of the Trust Fund as LMIMC shall specify;

(iii) establishment of funding and investment policies;

(iv) internal management and investment of such portion of the Trust Fund as LMIMC shall specify;

(v) setting strategic asset allocation guidelines, including the establishment of asset categories in which the Plan invests or, to the extent the Plan contains participant-directed investments, the establishment of asset categories and the addition, removal, or replacement of available investment options for such participant-directed investments;

(vi) appointment, removal, and replacement of third-party service providers with respect to investment matters (such as insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third-party service providers;

(vii) to the extent permitted by ERISA and the Code, paying reasonable expenses of administering the Plan from Plan assets;

(viii) all functions assigned to LMIMC under the terms of the Plan and the Trust Agreement;

(ix) the exercise of all fiduciary functions concerning the investment of Plan assets provided in the Plan or the Trust Agreement, except such functions as are specifically assigned to other Named Fiduciaries;

(x) interpretation and construction of Plan provisions to the extent necessary or appropriate in carrying out the foregoing responsibilities; and

(xi) Appointment, removal, and replacement of the Independent Fiduciary.

All of LMIMC's actions pursuant to the responsibilities set forth above (including, for example, LMIMC's determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. LMIMC shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

(c) Rules and Procedures. LMIMC may adopt such rules to govern its own procedures as it may deem advisable, provided that such rules are not inconsistent with the provisions and purposes of the Plan or Trust Agreement.

(3) TRUSTEE:

(a) In General. Any Trustee designated hereunder shall be a bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee. The Trustee shall be a Named Fiduciary of the Plan.

(b) Responsibilities. The Trustee shall, unless otherwise directed by LMIMC or an Investment Manager (if such has been appointed), have exclusive authority and sole and absolute discretion to manage and invest the assets of the Trust Fund, as provided in the Trust Agreement. The Trustee shall further be responsible for the holding and disbursement of all contributions and income received by it under this Plan, as provided in the Trust Agreement, and shall have such other responsibilities as are provided in such Agreement.

(4) PLAN ADMINISTRATOR:

(a) In General. The Corporation is the Plan Administrator. The Plan Administrator is a Named Fiduciary of the Plan and shall be responsible for administering the Plan and making and reviewing claim determinations. The Corporation shall act through its Vice President, Benefits and his or her designated staff in performing its responsibilities as Plan Administrator.

(b) Responsibilities. The Plan Administrator shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) determination of benefit eligibility and the amount of benefits payable to Participants and Beneficiaries and certification thereof to the Trustee for payment;

(ii) establishment of procedures to be followed by Participants and Beneficiaries for filing applications for benefits;

(iii) appoint the committee(s) or other person(s) responsible for making and reviewing claim determinations as provided in Article XV;

(iv) interpretation and construction of Plan provisions (except to the extent provided in Section (2)(b)(x));

(v) preparation and filing of all reports required to be filed by the Plan with any agency of Government;

(vi) appointment, removal, and replacement of third-party service providers (such as insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third-party service providers;

(vii) maintenance of all records of the Plan other than those maintained by the Trustee or LMIMC;

(viii) compliance with all disclosure requirements imposed by state or federal law;

(ix) establishment of a funding policy; and

(x) all functions assigned to the Plan Administrator under the terms of the Plan or the Trust Agreement.

All of the Plan Administrator's actions pursuant to the responsibilities set forth above (including, for example, the Plan Administrator's determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. The Plan Administrator shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

(5) ALLOCATION OF NAMED FIDUCIARIES' RESPONSIBILITIES:

Each Named Fiduciary is allocated the individual responsibility for the prudent execution of the functions assigned to it, and none of such responsibilities or any other responsibility shall be shared by two or more of such Named Fiduciaries unless such sharing shall be provided by a specific provision of the Plan or Trust Agreement. Whenever one Named Fiduciary is required by the Plan or Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as such instructions are on their face proper under applicable law.

(6) AUTHORITY TO BIND PLAN:

Persons dealing with the Plan may rely on the actions of LMIMC or the Plan Administrator as duly authorized actions of the Plan with respect to matters within their respective areas of

responsibility. Such persons may act upon written communications signed by LMIMC or the Plan Administrator, as applicable.

(7) DELEGATION OF AUTHORITY:

LMIMC and the Plan Administrator may authorize employees of the Corporation or of LMIMC to carry out certain of their responsibilities; provided that LMIMC shall remain the fiduciary responsible for the management and control of Plan assets, except to the extent that those responsibilities are allocated to the Trustee or delegated to an Investment Manager. Persons dealing with the Plan may act upon the authority of any agent appointed in writing by LMIMC or the Plan Administrator to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing.

(8) INDEMNIFICATION:

To the extent permitted by law, the Corporation shall indemnify any employee of the Employer who is performing duties on behalf of LMIMC, the Plan Administrator, or the Plan, against any and all expenses and/or liabilities arising out of such service.

## Article XIII.

## AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION

(1) AMENDMENT OF PLAN:

The Board of Directors of the Corporation (or one or more persons or entities to whom such authority has been delegated by the Board) may, subject to Section (4), amend at any time any or all provisions of this Plan in any respect (including retroactively) to the maximum extent permitted by law. Such an amendment may be made at any time by written instrument identified as an amendment of the Plan effective as of a specified date (or dates) and such amendment shall be binding on all Employing Companies, Participants, Beneficiaries, and other individuals and entities.

(2) TERMINATION OF PLAN:

The Corporation expects to continue the Plan indefinitely. However, subject to Section (4), the Corporation shall, to the maximum extent permitted by law, have the right at any time to terminate the Plan (including retroactively) in whole or in part by suspending or discontinuing contributions hereunder in whole or in part, or to otherwise terminate the Plan (including retroactively). In accordance with any amendment to the Plan that may be adopted in connection with any such termination, the Corporation may after such termination continue the Plan and Trust in effect for the purpose of making distributions under the Plan as they become payable, or may authorize the distribution of all or any part of the assets of the Trust Fund as to which the Plan has been terminated. In the event of termination, the Plan Administrator and LMIMC shall continue to administer the Plan and the Trustee shall continue to administer the Trust as herein provided for application and disbursement in accordance with the Plan. In the event of a termination or partial termination of the Plan, or the complete discontinuance of contributions

under the Plan, the account balance of each affected Participant (but subject to Article X(8) of this Plan) will be nonforfeitable.

(3) MERGER, CONSOLIDATION, OR TRANSFER:

In the case of any merger or consolidation of the Plan with, or in the case of any transfer of assets or liabilities of the Plan to, any other plan, each Participant and Beneficiary in the Plan must be entitled to receive a benefit immediately after the merger, consolidation, or transfer, that satisfies the requirements of Code Section 414(l). In the case of a merger of the Plan with one or more other defined contribution plans, the first sentence of this Section (3) shall be treated as satisfied if the following safe harbor requirements are met:

(a) The sum of the account balances in each plan equals the fair market value (determined as of the date of the merger) of the entire plan assets;

(b) The assets of each plan are combined to form the assets of the plan as merged; and

(c) Immediately after the merger, each participant in the plan as merged has an account balance equal to the sum of the account balances the participant had in the plans immediately prior to the merger. In the case of a transfer of assets or liabilities of the Plan to any other plan, such transfer shall be treated as a spinoff of a plan with the transferred assets and/or liabilities and a merger of such spunoff plan with the transferee plan.

In the case of such a spinoff, the first sentence of this Section (3) shall be treated as satisfied if after the spinoff the following safe harbor requirements are met:

(d) The sum of the account balances for each of the participants in the resulting plans equals the account balance of the participant in the plan before the spinoff; and

(e) The assets in each of the plans immediately after the spinoff equals the sum of the account balances for all participants in that plan.

For purposes of subsections (a) and (e) above, the reference to “account balances” shall include all separately maintained accounts (whether called an account or not) in any plan referred to; for example, with respect to the Plan, such term shall include, but shall not be limited to, Accounts, any suspense account maintained under Article III(16)(e), any unallocated account in which forfeitures may be held temporarily pending timely allocation, and any segregated amount or other account maintained pursuant to a qualified domestic relations order (within the meaning of Code Section 414(p)) or pursuant to Article X(6).

No merger, consolidation, or transfer shall take place if such merger, consolidation, or transfer would cause this Plan to cease to be a qualified plan.

(4) LIMITATIONS ON AMENDMENT OR TERMINATION:

The Corporation shall not have the right to modify or amend the Plan in such manner so as to affect, in a materially adverse manner, the rights and duties of the Trustee without its consent in

writing, unless such modification or amendment is necessary to conform the Plan to, or to satisfy or continue to satisfy the conditions of, any applicable law or is necessary to cause the Plan to meet or to continue to meet the requirements for qualification of the Plan under Section 401(a) or 401(k) of the Code, provided that the Trustee may at any time (including after the execution of an amendment) waive such requirements, which waiver may be retroactively effective.

## Article XIV.

## CLAIMS PROCEDURE

(1) CLAIMS PROCEDURE AND REVIEW

(a) Any Participant, Beneficiary, Surviving Spouse, or Contingent Annuitant, or other person who is entitled to payment of a benefit for which provision is made in this Plan shall file a written claim with the Plan Administrator or its delegate. If a claim is wholly or partially denied, the Plan Administrator shall, within 90 days after receipt of the claim, furnish to the claimant a written notice setting forth, in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) 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; (4) an explanation of the steps to be taken if the claimant wishes to have the denial reviewed as provided in Section (2) below; and (5) a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review. The 90-day period may be extended for not more than an additional 90 days if special circumstances make such an extension necessary. The Plan Administrator shall give to the claimant, before the end of the initial 90-day period, a written notice of such extension, stating such special circumstances and the date by which the Plan Administrator expects to render a decision. If the extension is made because the claimant must furnish additional information, the extension period will begin when the additional information is received.

(b) By written application filed with the Plan Administrator within 90 days after receipt by a claimant of the written notice of denial described in Section (1) above, the claimant or his duly authorized representative may request a review of the denial of his claim.

(c) In connection with such review, the claimant or his duly authorized representative may submit to the Plan Administrator issues, comments, documents, records, and other information relating to the claim for benefits. In addition, the claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits. A document, record, or other information is "relevant" if it: (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or information was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required under federal law.

(d) The Plan will provide an impartial review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim,

without regard to whether such information was submitted or considered in the initial benefit determination. The Plan Administrator shall make a decision and furnish such decision in writing to the claimant within 60 days after receipt by the Plan Administrator of the request for review. This period may be extended to not more than 120 days after such receipt if special circumstances make such an extension necessary. The claimant will be notified in writing prior to the expiration of the original 60-day period if such an extension is required, and such notice will include the reason for the extension and the date by which it is expected that a decision will be reached.

(e) The decision on review shall be in writing, set forth in a manner calculated to be understood by the claimant, and shall include: (1) specific reasons for the decision; (2) specific references to the pertinent Plan provisions on which the decision is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits, as described under Article XIV(1)(c) above; (4) description of any additional materials or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement describing any voluntary appeal procedures and the claimant's right to obtain information about such procedures, if any; and (6) a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review.

(f) The decisions of the Plan Administrator on matters of denial of claims shall be final and binding on all parties for the purpose of review under the provisions of the Plan. The Plan Administrator and its delegates shall have full discretion to interpret and construe the terms of the Plan.

(g) For purposes of Sections (a) through (g), Plan Administrator shall mean the Plan Administrator or its delegate, including the Administrative Committee (the Committee designated by the Plan Administrator to review claims) or such other person(s) as designated by the Plan Administrator. For purposes of this Claims Review Procedure, claimant shall include the duly authorized representative of the claimant, if any.

(2) Notwithstanding anything herein to the contrary, the following claims and appeals procedures shall apply with respect to claims for disability benefits. These claims and appeals procedures are intended to comply with the requirements of Department of Labor Regulation section 2560.503-1 and shall be operated and interpreted consistent with that intent.

(a) Claims for Disability Benefits. Any participant, beneficiary, surviving spouse, or contingent annuitant, or other person who is entitled to a disability benefit under the Plan (a "claimant") shall file a written claim with the appropriate claims administrator (the "processor"). A benefit is a "disability benefit" for purposes of these procedures if the Plan conditions its availability to the claimant upon a finding of disability; provided, however, that if that finding is made by a party other than the Plan for purposes other than making a benefit determination under the Plan (e.g., if Plan benefits are to be paid to a person who has been determined to be disabled by the Social Security Administration or under the Corporation's long term disability plan), then these claims and appeals procedures will not be applied to a claim for such benefits.

(b) Time Frame for Claim Reviews. If a claim is wholly or partially denied, the processor shall notify the claimant of the Plan's denial within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This 45-day period may be extended for not more than two additional periods of 30 days each if the processor determines that such extension is necessary due to matters beyond the control of the Plan. The processor shall provide the claimant, before the end of the initial 45-day period (or, in the case of a second extension, before the end of the first 30-day extension period), a written notice of such extension, stating the circumstances requiring an extension of time and the date by which the processor expects to render a decision, and the notice of extension shall specifically explain the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. If the extension is made because the claimant must furnish additional information, the 30-day periods will begin when the additional information is received.

(c) Claim Denials. If the claim is denied in whole or in part, the claimant will be notified in writing in a culturally and linguistically appropriate manner within the time period outlined in paragraph (b). The notice shall state the following:

(i) The specific reason(s) for the decision;

(ii) A reference to the specific Plan provision(s) upon which the decision is based;

(iii) A description of any additional information needed to review the claim request;

(iv) Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse decision, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v) If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(vi) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;

(vii) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) a Social Security Administration disability determination presented by the claimant to the Plan; and

(viii) Instructions for requesting a review of the claim denial and the applicable time limits, including information regarding the claimant's right to bring a civil lawsuit under Section 502(a) of ERISA following a benefit claim denial on review.

(d) Appeals Process. If a claimant's claim is denied in whole or in part, the claimant or his or her authorized representative can request a review of (or appeal) the denied claim within the time limit set forth in paragraph (e). The review will take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If desired, the claimant or his or her authorized representative may review the appropriate Plan documents and submit written information supporting the claim to the appropriate claims administrator.

The claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits. The claimant will be able to review his or her file and present information as part of the review.

The appeal will be reviewed and decided independently to the original claim process. The appeal decision will not be made by someone who was involved in the original decision or by someone who reports to the initial decision maker. The claims administrator will ensure that all claims and appeals are handled impartially. The person involved in making the decision will not receive compensation, promotion, continued employment or other similar items based upon the likelihood he or she will support a denial of Plan benefits.

In deciding an appeal of a claim that was denied based on a medical judgment, a provider with appropriate training and experience in the field of medicine involved will be consulted (such provider will not be someone who was consulted in connection with the original claim denial nor someone who reports to the original consultant). The claimant may request the identity of any medical or vocational experts consulted in making a determination of the appeal.

Before the Plan can issue an adverse decision on appeal, the claimant will be provided, free of charge, with (i) any new or additional evidence considered, relied upon, or generated by the Plan or other decision-maker in connection with the claim; and (ii) any new or additional rationale on which the decision is based. Such evidence and/or rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse decision on appeal is required to be provided.

(e) Time Limits for Appeals. The claimant or his or her authorized representative has 180 calendar days from the date of the claim denial to make a written request for an internal review or appeal to the appropriate claims administrator. The claims administrator will respond in writing with a decision within 45 calendar days after it receives an appeal for a claim determination.

(f) Decision on Appeal. If the claim is denied on appeal, in whole or in part, the claimant will receive a written notice from the claims administrator in a culturally and linguistically appropriate manner within the review period outlined in paragraph (e). The notice will provide the following:

(i) The specific reason(s) for the decision;

(ii) A reference to the specific Plan provisions upon which the decision is based;

(iii) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;

(iv) Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse determination, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v) If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge;

(vi) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) a Social Security Administration disability determination presented by the claimant to the Plan;

(vii) Where required, a, statement that there may be other voluntary alternative dispute resolution options. The written denial on appeal will include a statement regarding the claimant's right to bring a timely civil lawsuit under Section 502(a) of ERISA following a benefit claim denial on appeal; and

(viii) A statement describing any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire.

## Article XV.

## MISCELLANEOUS

(1) TOP-HEAVY PROVISIONS:

The following provisions shall become effective in any Plan Year in which this Plan is a Top-Heavy Plan, provided that this Section (1) shall only apply to the extent required by law.

(a) Top Heavy Plan Status. This Plan will be a Top-Heavy Plan for a given Plan Year if as of the last day of the preceding Plan Year either of the following situations occur:

(i) The ratio of the Accrued Benefits of Participants in this Plan who are Key Employees to the Accrued Benefits for all Participants in this Plan exceeds six tenths (.6), or

(ii) This Plan is part of a Required Aggregation Group, and the ratio of the Accrued Benefits of Participants in any of the aggregated plans who are Key Employees to the Accrued Benefits of all Participants in the aggregated plans exceeds six tenths (.6).

Notwithstanding anything in this subsection (a) to the contrary, this Plan shall not be a Top-Heavy Plan in any Plan Year in which this Plan is part of a Required or Permissive Aggregation Group which is not Top Heavy. Neither shall this Plan be a Top-Heavy Plan if it is part of a Permissive Aggregation Group which is Top Heavy, but this Plan is not required to be part of a Required Aggregation Group.

(b) Definitions.

"Accrued Benefit" means the account balance of the Participant in this Plan or any other defined contribution plan and in the case of a defined benefit plan, the Accrued Benefit as defined under such plan, including any distribution from the plan within the five-year period ending on the last day of the preceding Plan Year. If any individual has not received any Compensation from any Employer (other than benefits under the Plan) at any time during the five-year period ending on the last day of the preceding Plan Year, any Accrued Benefit for such individual shall not be taken into account.

The present values of Accrued Benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

The Accrued Benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

"Key employee" means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than $130,000 (as adjusted under section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

"Limitation Year" means the Plan Year.

"Permissive Aggregation Group" means all of the plans of the Employer which are included in the Required Aggregation Group plus any plans of the Employer which are not

included in the Required Aggregation Group, but which satisfy the requirements of Sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group.

"Required Aggregation Group" means all of the qualified plans of the Employer in which a Key Employee is a Participant during the Plan Year containing the determination date, or which are necessary for such a plan to satisfy the requirements of Sections 401(a)(4) or 410 of the Code. Any Employer-maintained qualified plan that terminated within the one-year period ending on the Determination Date must be taken into account.

(c) Minimum Benefit. The yearly minimum contribution to this Plan for an employee with respect to Plan Years during which this Plan is Top Heavy, shall be equal to the lesser of (i) 3% of the Participant's Compensation for such Plan Year; or (ii) the highest percentage of Compensation allocated on behalf of a Key Employee to this Plan in the form of Before-Tax Contributions, Nonelective Contributions, QNECs, Matching Contributions, or other Employer contributions. The minimum contribution shall be made regardless of whether the Employee was a Participant in the Plan during such Top-Heavy Plan Years provided that he was eligible to participate. However, if any employee eligible to participate in this Plan receives the minimum benefit required under Section 416 of the Code under any defined benefit plan maintained by the Employer, this subsection (c) shall not be applicable with respect to such employee.

Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of section 401(m) of the Code.

(2) PROHIBITION AGAINST ALIENATION:

Except as otherwise provided in this Plan, no Participant or Beneficiary shall have any right to withdraw, assign (either at law or in equity), pledge, transfer, appropriate, encumber, commute, alienate, or anticipate his interest in the Plan and Trust, or any payments to be made hereunder, and no benefits, payments, rights, or interest of such a person under the Plan shall be in any way subject to any legal or equitable process to levy or execute upon, charge, garnish, or attach the same for payment of any claim against such person, nor shall any such person have any right of any kind whatsoever with respect to the Plan and Trust, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are made out of the Trust, as and when the same are or shall become due and payable under the terms of the Plan. Any attempt to transfer, pledge, or levy upon or otherwise alienate an interest of a Participant or Beneficiary shall be invalid except as otherwise provided in this Plan.

(3) RELATIONSHIP BETWEEN EMPLOYING COMPANIES AND EMPLOYEES:

The adoption and maintenance of the Plan shall not be deemed to constitute or modify a contract between any Employer and any Employee or Participant or to be a consideration or inducement

for or condition of the performance of services by any person. Nothing herein contained shall be deemed to give to any Employee or Participant the right to continue in the service of any Employer, to interfere with the right of an Employer to discharge any Employee or Participant at any time, or to give an Employer the right to require an Employee or Participant to remain in its service or to interfere with his right to terminate his service at any time.

(4) PARTICIPANTS' BENEFITS LIMITED TO ASSETS:

Each Participant by his participation in the Plan and Trust, shall be conclusively deemed to have agreed to look solely to the Trust Fund, and not to any other person, entity, or assets for the payment of any benefit to which he may be entitled by reason of his participation, and to have consented to all of the terms and conditions of the Plan, as the same may be amended from time to time, and shall be bound thereby with the same force and effect as if he were a party to this Plan.

(5) TITLES AND HEADINGS:

The titles and headings of the articles and sections in this Plan are placed herein for convenience of reference only, and in case of any conflicts, the text of this Plan, rather than the titles or headings, shall control.

(6) GENDER AND NUMBER:

The masculine pronoun, wherever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

(7) APPLICABLE LAW; VENUE:

The provisions of this Plan shall be construed according to the laws of the State of Maryland, except to the extent that they are preempted by ERISA, or by other federal law. The Plan is intended to comply with ERISA and the Code. Any claim or action by a participant or beneficiary relating to or arising under the Plan shall only be brought in the U.S. District Court for the District of Maryland, and this court shall have personal jurisdiction over any participant or beneficiary named in the action.

(8) INABILITY TO LOCATE PAYEE:

Anything to the contrary herein notwithstanding, if the Plan Administrator is unable, after a reasonable effort, to locate any Participant or Beneficiary to whom an amount is distributable hereunder, such amount shall be forfeited. Notwithstanding the foregoing, however, such amount shall be reinstated, by means of an additional contribution by the Corporation if and when a valid claim for the forfeited amount is subsequently made by such Participant or Beneficiary or if the Plan Administrator receives proof of death of such person, satisfactory to the Plan Administrator; in such case, payment of the reinstated amount shall be made in accordance with the provisions of this Plan. No such additional contribution shall reduce the Matching Contributions or Nonelective Contributions otherwise required. Any benefits lost by reason of applicable state law relating to escheat or abandoned property shall be considered forfeited but shall not be subject to reinstatement.

(9) INCOMPETENCE OF PAYEE:

In the event any benefit is payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Plan Administrator is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his property, the Plan Administrator may direct the Trustee to apply the whole, or any part of such benefit, directly to the care, comfort, maintenance, support, education, or use of such person, or pay or distribute the whole or any part of such benefit to (a) the parent of such person, (b) the guardian, committee, or other legal representative, wherever appointed, of such person, (c) the person with whom such person resides, (d) any person having the care and control of such person, or (e) such person personally. The receipt by the person to whom any such payment or distribution is so made shall constitute a full and complete discharge of the rights of affected Participants, former Participants, and Beneficiaries under the Plan.

(10) DEALING WITH THE TRUSTEE:

No person dealing with the Trustee shall be obliged to see to the application of any property paid or delivered to the Trustee or to inquire into the expediency or propriety of any transaction or the Trustee’s authority to consummate the same, except as may specifically be required of such person under ERISA.

(11) RETURN OF CONTRIBUTIONS:

(a) All contributions to the Plan are expressly conditioned on the initial qualification of the Plan under Section 401 of the Code, and if such qualification shall be denied, the Participants (with respect to After-Tax Contributions) and the Corporation (with respect to all other contributions) shall be entitled to receive a return of contributions made after the effective date of such denial, net of any losses attributable thereto and together with any earnings thereon, as soon as practicable but in any event within one year after the denial of qualification of the Plan.

(b) The Corporation’s contributions to the Plan are conditioned upon the deductibility of such contributions under Section 404 of the Code for the taxable year for which made, and the Corporation shall be entitled to receive a return of any contribution, net of any losses attributable thereto, to the extent its deduction is disallowed, within one year after such disallowance.

(c) If a contribution is made to the Plan by the Corporation and/or an individual by a mistake of fact, the Corporation and/or such individual shall be entitled to receive a return of such contribution, net of any losses attributable thereto and, in the case of an individual, together with any earnings thereon, within one year after the making of such contribution.

(12) EXPENSES:

All reasonable expenses of administering the Plan shall be paid from the assets of the Plan in accordance with this Article XV(12), provided that the provisions of this Article XV(12) are subject to all applicable provisions of this Plan and of the law. Brokerage commissions and related expenses shall be paid by the Investment Fund for which the expense was incurred.

Expenses relating to Plan operation and administration, including the compensation of the Trustee, Investment Managers, and service providers shall be charged to the assets of the Plan in general.

(13) SEPARABILITY:

If any provision of this Plan is found, held, or deemed to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of this Plan shall continue in full force and effect.

(14) PARTICIPANTS' PROTECTED RIGHTS:

In addition to all rights expressly provided under this document, a Participant or Beneficiary shall have such rights as are required to be provided to such person by reason of Code Section 411(d)(6). Any Plan provision in conflict with the preceding sentence shall be void to the extent of such conflict.

(15) CODE SECTION 414(u); HEART ACT:

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(b) Loan repayments will be suspended under this Plan as permitted under Code Section 414(u)(4).

(c) Qualified Reservist Distributions. Participants who are ordered or called to active duty may take a Qualified Reservist Distribution from the Plan. A Qualified Reservist Distribution is a distribution of elective deferrals (as adjusted by earnings or losses) made to a Participant who (by reason of being a member of a reserve component as defined in 37 U.S. Code Section 101) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, provided that the distribution is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

(d) Death Benefits for Participants on Active Military Duty. To the extent required by Code section 401(a)(37), the beneficiary of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) is entitled to any benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant resumed employment with the Corporation and then terminated employment on account of death.

(e) Differential Wage Payments. To the extent required by Code Section 414(u)(12), (i) an individual who is receiving differential wage payments (as defined in Code Section 3401(h)(2)) from the Corporation shall be treated as an employee of the Corporation, and (ii) differential wage payments shall be treated as compensation under the Plan.

(f) Distributions to Participants on Active Military Duty Upon Deemed Severance from Employment. Notwithstanding anything in the Plan to the contrary, to the extent required

by Code Section 414(u)(12)(B), an individual is treated as having been severed from employment for the purposes of Code Section 401(k)(2)(B)(i)(I) during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A). A Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A)) and is treated as having been severed from employment under this paragraph may elect a distribution of elective deferrals and associated earnings. If such a Participant elects to receive a distribution by reason of this section, the Participant may not make elective deferrals or employee contributions during the 6-month period beginning on the date of the distribution.

(16) OFFSETS:

The Plan shall apply any offset described in Code Section 401(a)(13)(C) in the manner described therein.

(17) PLAN ADMINISTRATOR AUTHORITY:

The Plan Administrator shall comply with all requirements of applicable law with respect to Distributions and is authorized to do so in any manner determined by the Plan Administrator in its sole and absolute discretion. Thus, for example, the Plan Administrator is authorized to act in any manner that complies with Treasury Regulation § 1.411(a)-11(c)(2) (or any applicable successor provision) and, as provided in Article X(11)(d)(ix), is authorized to act in any manner that complies with Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)) (to the extent applicable under the law).

IN WITNESS WHEREOF, Lockheed Martin Corporation has caused this amended and restated plan document for the Lockheed Martin Corporation Performance Sharing Plan for Bargaining Employees to be executed as set forth below.

LOCKHEED MARTIN CORPORATION

By: /s/ Jean A. Wallace

Jean A. Wallace

Senior Vice President, Human Resources

Date: 12/18/19

**APPENDIX 1**

This Appendix 1 sets forth below the Basic Contribution Percentage, the Matching Percentage, the Nonelective Amount, the Supplemental After-Tax Percentage, and the Supplemental Before-Tax Percentage with respect to Eligible Employees, effective as of the dates set forth herein. Except as otherwise provided herein, the Nonelective Amount for all Eligible Employees shall be zero dollars ($0).

*[The remainder of this Appendix 1 has been omitted pursuant to Item 601(a)(5) of Regulation S-K. Appendix 1 contains terms applicable to certain groups of eligible employees under the plan. The Corporation will provide a copy of Appendix 1 upon the request of the Commission or its staff.]*

**APPENDIX 2**

Association of Scientists & Professional Engineers Personnel (ASPEP) (LMP Union Code 001, 197, and 198)

International Association of Machinists and Aerospace Workers, AFL-CIO (IAM):

- District Lodge 156, Local Lodge 463 (LM Training Solutions--Little Rock AFB) (LMP Code 013)
- District Lodge 160 (LMP Union Code 013)
- District Lodge 77 (LMP Union Code 020)
- District 776, Local Lodge 2916 (LMP Union Code 187)
- District Lodge 2296 (LMP Union Code 202) (Effective March 4, 2019)
- District Lodge 711 (LMP Union Code 204) (Effective March 4, 2019)
- District Lodge 73 (LMP Union Code 207) (Effective March 11, 2019)
- Local Lodge 519 (LMP Union Code 208) (Effective April 24, 2019)
- Local Lodge 47 (LMP Union Code 206) (Effective April 12, 2019)
- Local Lodge 623 (LMP Union Code 205) (Effective May 30, 2019)
- District Lodge 725 (LMP Union Code 203) (Effective May 21, 2019)
- Local 2947 (LMP Union Code 213) (Effective September 27, 2019)

International Brotherhood of Electrical Workers (IBEW):

- Local 20 (Missiles & Fire Control—Dallas) (LMP Code 100)
- Local 949 (Eagan)

International Federation of Professional & Technical Engineers (IFPTE):

- Local 241 (Moorestown)

IUE-CWA:

- Local 106 (Moorestown)
- Local 320 (Syracuse)
- Local 444, 444A (Great Neck)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW):

Local 848 (Missiles & Fire Control—Dallas) (LMP Union Code 102)

Local 856 (Akron) (LMP Union Code 100)

Local 1921(Michoud)(LMP Union Code 104)

Local 738 (Baltimore) (LMP Union Code 106)

Local 766 (Denver) (LMP Union Code 105)

Local 788 (Orlando) (LMP Union Code 107)

Local 1821(Ocala) (LMP Union Code 103)

International Union, Security, Police and Fire Professionals of America (SPFPA):

Local 265 (Space Systems Denver—Astronautics Operations) (LMP Union Code 106)

Syracuse Draftsmen's Association (LMP Union Code 093)

Lowcountry Contract Instructor Pilot Association, F35 Program, Flight Simulation Instruction, MCAS Beaufort, South Carolina (LMP Union Code 199)

Emerald Coast Lightning Instructor Pilot Squadron at Eglin (ECLIPSE) Association (LMP Union Code 201)

## APPENDIX 2-A

## SPECIAL PARTICIPATION PROVISIONS

Sub-part (iii) of Article II(2)(b) of the Plan will not apply with respect to an Employee hired into the following bargaining units:

ASPEP (LMP Union Code 001, 197, and 198)

IFPTE Local 241 (Moorestown) (LMP Union Code 066)

IUE Local 106 (Moorestown) (LMP Union Code 074)

IUE Local 320 (Syracuse) (LMP Union Code 076)

Syracuse Draftsmen's Association (LMP Union Code 093)

UAW Local 848 (Missiles & Fire Control-Dallas) (LMP Union Code 102)

UAW Local 1821 (Missiles & Fire Control-Ocala) (LMP Union Code 103)

UAW Local 738 (Baltimore) (LMP Union Code 106)

UAW Local 766 (Space Systems-Denver)(LMP Union Code 105)

UAW Local 788 (Missiles & Fire Control-Orlando) (LMP Union Code 107)

IUE Local 444 (Mitchel Field, N.Y.) (LMP Union Code 123)

UAW Local 856 (MS2-Akron) (LMP Union Code 100)

Little Rock Association of Instructors, Technicians and Support Personnel (LMP Union Code 151)

IUE Local 444A (Mitchel Field, N.Y.) (LMP Union Code 072)

SPFPA Local No. 265 (Space Systems-Denver) (LMP Union Code 106)

IBEW Local 220 (Missiles & Fire Control-Dallas) (LMP Union Code 053)

IAM District Lodge 112, Local Lodge 2917 (LM Readiness & Stability Operations—Ft. Stewart/Hunter Army Airfield Transportation Pool) (LMP Union Code 162)

UAW Local 1921 (Michoud) (LMP Union Code 104)

IAM District Lodge 160 (LMP Union Code 013)

IAM District Lodge 77 (LMP Union Code 020)

IAM District 776, Local Lodge 2916 (LMP Code 187) (Corpus Christi, TX)

Lowcountry Contract Instructor Pilot Association, F35 Program, Flight Simulation Instruction, MCAS Beaufort, South Carolina (LMP Union Code 199)

Emerald Coast Lightning Instructor Pilot Squadron at Eglin (ECLIPSE) Association (LMP Union Code 201)

IAM District Lodge 2296 (LMP Union Code 202) (Effective March 4, 2019)

IAM District Lodge 711 (LMP Union Code 204) (Effective March 4, 2019)

IAM District Lodge 73 (LMP Union Code 207) (Effective March 11, 2019)

IAM Local Lodge 519 (LMP Union Code 208) (Effective April 24, 2019)

Local Lodge 47 (LMP Union Code 206) (Effective April 12, 2019)

IAM Local Lodge 623 (LMP Union Code 205) (Effective May 30, 2019)

IAM District Lodge 725 (LMP Union Code 203) (Effective May 21, 2019)

IAM Local 2947 (LMP Union Code 213) (Effective September 27, 2019)

**APPENDIX 2-B**

**AE UNITS**

The following collective bargaining units which participate in the Plan have adopted an automatic enrollment feature, effective for Eligible Employees who become eligible for the Plan by virtue of hire, re-hire, transfer, or recall on or after the applicable AE Effective Date for the unit.

| **Bargaining Unit** | **AE Effective Date** |
|---|---|
| Eligible Employees at Lockheed Martin Mission Systems and Training in Mitchel Field, N.Y represented by IUE Locals 444 and 444A | January 1, 2009 |
| Eligible Employees at Lockheed Martin Missions Systems and Training in Moorestown, NJ represented by IFPTE Local 241 | October 16, 2014 |

# LOCKHEED MARTIN CORPORATION

# HOURLY EMPLOYEE SAVINGS PLAN PLUS

**(Amended and Restated Generally Effective January 1, 2019)**

**TABLE OF CONTENTS**


| | |
|---|---|
| INTRODUCTION | 1 |
| DEFINITIONS | 1 |
| EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION | 15 |
| CONTRIBUTIONS | 16 |
| ROTH DEFERRAL CONTRIBUTIONS | 26 |
| IN-PLAN ROTH ROLLOVERS | 29 |
| WITHDRAWALS | 32 |
| TRUST FUND | 36 |
| ESOP PROVISIONS | 37 |
| PARTICIPANT ACCOUNTS | 47 |
| ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER | 54 |
| LOANS TO PARTICIPANTS | 65 |
| PLAN SPONSOR AND NAMED FIDUCIARIES ALLOCATION OF RESPONSIBILITIES | 67 |
| AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION | 70 |
| CLAIMS PROCEDURE | 72 |
| MISCELLANEOUS | 77 |
| APPENDIX 1 – PARTICIPATING UNITS | 84 |
| APPENDIX 2 – SPECIAL PARTICIPATION PROVISIONS | 85 |
| APPENDIX 3 – CONTRIBUTIONS FOR SIKORSKY PARTICIPANTS | 87 |

**LOCKHEED MARTIN CORPORATION**

**HOURLY EMPLOYEE SAVINGS PLAN PLUS**

## INTRODUCTION

The Lockheed Martin Corporation Hourly Employee Savings Plan Plus consists of two components: (i) a profit sharing plan under Code Section 401(a), which includes a qualified cash or deferred arrangement as defined in Code Section 401(k) and (ii) an ESOP Feature, which is both a stock bonus plan and an employee stock ownership plan intended to qualify under Code Sections 401(a) and 4975(e)(7), is designed to invest primarily in Company Stock and includes a cash or deferred arrangement as defined in Code Section 401(k). All contributions by the Corporation to the Plan may be made without regard to the current or accumulated profits of the Corporation or any of its subsidiaries or affiliates.

The Plan was amended effective August 24, 2016, to reflect participants' elections to exchange shares of the Corporation's common stock held in the Plan for shares in the common stock of Leidos Holdings, Inc. pursuant to a transaction in which Leidos Holdings, Inc. acquired certain of the Corporation's businesses. The Leidos Stock Fund was added to the Plan for the period beginning August 25, 2016 and ending September 29, 2017, at which time the Leidos Stock Fund terminated. Amounts in the Leidos Stock Fund were reallocated by election of participants, or if no election was made, to the qualified default investment fund applicable to the participant.

The Plan has been amended from time to time to reflect various legally-required, bargaining and design changes. The Plan is amended and restated as follows, effective January 1, 2019 or such other date as set forth in the Plan or required by law. Except as specifically provided herein, the provisions of this instrument are not intended to enlarge the rights of any Employee whose employment with the Corporation terminated prior to January 1, 2019. Except as otherwise expressly stated herein, the rights of any such Employee shall be governed by the provisions of the applicable Plan as in effect at the time of his termination of employment.

## Article I.

## DEFINITIONS

The following words and phrases, when used in this document with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) ACCOUNT: The individual interest of a Participant in the Trust Fund as determined as of each Valuation Date.

(2) AFTER-TAX CONTRIBUTIONS: After-tax contributions made to the Plan by a Participant pursuant to an election by the Participant to have a specified dollar amount of his Base Salary deducted from his pay and contributed to the Plan as After-Tax Contributions on his behalf. All After-Tax Contributions shall be identified and separately accounted for either as Basic After-Tax Contributions or as Supplemental After-Tax Contributions. After-Tax

Contributions are intended to constitute employee contributions within the meaning of Code Section 414(h)(1).

(3) ALLOCATED DIVIDENDS: Cash dividends on Company Stock, provided that such Company Stock is (a) held in the ESOP Fund or the Company Stock Fund and (b) allocated to Participants' Accounts.

(4) ANNUAL ADDITION: Annual addition as defined in Code Section 415(c)(2). In the event that a contribution is allocated to a Participant's Account because of an erroneous failure to allocate in a prior Plan Year, such contribution shall be part of the Participant's Annual Addition for the Plan Year to which it relates, and not for the Plan Year in which it is contributed or allocated.

(5) BASE SALARY: Actual base earnings of the Employee as an Employee, determined separately for each pay period, and without regard to any salary reduction agreement entered into to make Before-Tax Contributions under Article III; including salary continuation payments, lump sum merit payments in lieu of a salary increase, and any elective contributions made on behalf of a Participant that are excludable from taxable compensation under Code Section 125 or elective amounts that are not includible in the gross income of a Participant by reason of Code Section 132(f)(4); but excluding overtime, shift differentials, commissions and other variable compensation plan payments, rate guarantees, compensation for foreign services that is excludable by the Participant under Code Section 911, field service pay, sickness and accident benefits, discretionary incentive compensation, long-term performance incentive compensation, bonuses, severance pay, compensation in lieu of vacation time, any payments for education allowance, completion bonuses, relocation allowances, overseas or domestic allowances, rental allowances, rental assistance, travel allowances, vacation allowances, mortgage allowances, imputed income, and employer contributions (other than Before-Tax Contributions or contributions under a plan subject to Code Section 125) to this or any other benefit plan. Except as otherwise provided herein, Base Salary of an Employee shall not include any amount except to the extent such amount is paid to the Employee and is includible in the Employee's income for Federal income tax purposes for the Plan Year in which paid to the Employee. Notwithstanding the foregoing, total Base Salary for any Plan Year shall not include any amount over $200,000 (adjusted in accordance with Code Sections 401(a)(17) and 415(d)).

The annual compensation of each participant taken into account in determining allocations for any Plan Year, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for that determination period that begins with or within such calendar year.

Notwithstanding the foregoing, the "Base Salary" of a Represented Employee (as defined in Appendix 3 hereto) shall include prepayment of vacation.

(6) BASIC AFTER-TAX CONTRIBUTIONS: After-Tax Contributions elected by a Participant pursuant to Article III(4)(a).

(7) BASIC BEFORE-TAX CONTRIBUTIONS: Before-Tax Contributions elected by a Participant pursuant to Article III(2)(a).

(8) BASIC CONTRIBUTION MAXIMUM: The dollar amount set forth in the applicable Supplement hereto as the Basic Contribution Percentage Maximum applicable to the Eligible Employee (or with respect to a Sikorsky Participant, the dollar amounts set forth in Appendix 3(2)(b), (d), and (e)).

(9) BEFORE-TAX CONTRIBUTIONS: Before-tax contributions made under a “cash or deferred arrangement” by the Corporation on a Participant’s behalf pursuant to an election by the Participant under which he agrees to have his Base Salary (and/or, in the case of a COLA Employee, his COLA) reduced by a specified dollar amount and the Corporation agrees to contribute an amount equal to such reduction to the Plan as Before-Tax Contributions. All Before-Tax Contributions shall be identified and separately accounted for either as Basic Before-Tax Contributions or as Supplemental Before-Tax Contributions. Before-Tax Contributions are intended to constitute employer contributions made on an elective basis under a qualified cash or deferred arrangement within the meaning of Code Section 401(k)(2).

(10) BENEFICIARY: The person or persons designated by the Participant to receive any payment from the Trust Fund after the death of a Participant. A designation of a beneficiary other than the Participant’s Spouse (or a change to a beneficiary other than the Participant’s Spouse) will not be valid unless accompanied by a Spouse’s Consent that complies with Article I(85). Such person or persons shall be designated in a manner prescribed for this purpose by the Plan Administrator and may be changed from time to time in a manner prescribed for this purpose by the Plan Administrator. Any designation or change in designation shall be effective only upon receipt by the Plan Administrator of such designation or change in designation and shall be effective only if received by the Plan Administrator prior to the death of the Participant. In the absence of such a designation, the Beneficiary shall be (a) the Participant’s Spouse or (b) if there is no Spouse surviving the Participant, the Participant’s estate.

(11) BOARD OF DIRECTORS: The Board of Directors of the Corporation, or any delegate of such Board.

(12) CODE: The Internal Revenue Code of 1986, as amended from time to time, and the regulations issued thereunder. A reference to any Section of the Code shall also be deemed to refer to any applicable successor statutory provision.

(13) COLA BEFORE-TAX CONTRIBUTIONS: Before-Tax Contributions made by reason of an election by a COLA Employee to have his COLA reduced and to have the Corporation agree to contribute an amount equal to such reduction to the Plan as a Before-Tax Contribution.

(14) COLA EMPLOYEE: An Eligible Employee who is covered by a collective bargaining agreement between the Employer and a collective bargaining agent, which agreement provides

that such Employee may elect to have a COLA reduced and to have the Corporation agree to contribute an amount equal to such reduction to the Plan as a Before-Tax Contribution.

(15) COMPANY STOCK: The common stock, par value $1.00, of Lockheed Martin Corporation (or any successor entity).

(16) COMPANY STOCK FUND: The Investment Fund (other than the ESOP Fund) offered under the Plan pursuant to Article IX(1)(a)(ii) that exclusively invests in Company Stock (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet liquidity needs of the Fund).

(17) COMPENSATION: Compensation for a Plan Year shall mean compensation as defined in Treasury Regulation § 1.415(c)-2(d)(4) (or any applicable successor provision) (including amounts paid or reimbursed by the employer for moving expenses incurred by the employee, but only to the extent that such amounts are described in Treasury Regulation § 1.415(c)-2(d)(4) (or any applicable successor provision)); provided that Compensation shall also include amounts described in Code Section 415(c)(3)(D) and elective amounts that are not includible in the gross income of a participant by reason of Code Section 132(f)(4); provided further that for purposes of determining who is a Key Employee, Compensation shall be determined under Code Section 416(i).

The annual compensation of each participant taken into account in determining contributions or allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for that determination period that begins with or within such calendar year.

(18) CORPORATION: Lockheed Martin Corporation (or any successor entity). Except to the extent that the context indicates otherwise, references to acts by the Corporation shall be deemed to include acts by the Corporation on behalf of the Employing Companies.

(19) CORPORATION MATCHING CONTRIBUTIONS: Contributions made by the Corporation to provide Matching Contributions. Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the ESOP Trustee.

(20) CORPORATION NONELECTIVE CONTRIBUTIONS: Contributions made by the Corporation to provide Nonelective Contributions. Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the Trustee.

(21) COST OF LIVING ADJUSTMENT (COLA): A cost-of-living adjustment (“COLA”) payable to an Employee as an Eligible Employee and as a COLA Employee.

(22) DEFINED BENEFIT PLAN: Defined benefit plan as defined in Code Section 415(k).

(23) DEFINED CONTRIBUTION PLAN: Defined contribution plan as defined in Code Section 415(k).

(24) DIRECT ROLLOVER: A payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(25) DIRECTABLE ESOP CONTRIBUTIONS: ESOP Contributions which the Board of Directors, prior to or at the time such contributions or allocations are made, designates as Directable ESOP Contributions and which are thereby subject to Participant investment decisions under Article IX.

(26) DISTRIBUTEE: This term includes an Employee or former Employee with respect to an Eligible Rollover Distribution. 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 respect to the interest of the spouse or former spouse in an Eligible Rollover Distribution.

(27) DISTRIBUTION: Any payment by the Plan to or on behalf of a Participant or Beneficiary, including a withdrawal by such Participant or Beneficiary.

(28) DIVERSIFICATION ACCOUNT: The portion of a Participant's Account that is attributable to ESOP Contributions (other than Directable ESOP Contributions) and that is invested in the ESOP Fund.

(29) EFFECTIVE DATE: January 1, 2019.

(30) ELECTIVE DEFERRAL: Elective deferral as defined in Code Section 402(g)(3).

(31) ELECTIVE TRANSFER: Elective transfer described in Treasury Regulation §1.411(d)-4 Q/A-3(b) (or any applicable successor provision).

(32) ELIGIBLE EMPLOYEE: Any Employee who is eligible to participate in the Plan under Article II(2).

(33) ELIGIBLE RETIREMENT PLAN: An individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Eligible Rollover Distribution of the Distributee. However, in the case of an Eligible Rollover Distribution to a non-Spouse Beneficiary, only an inherited individual retirement account or individual retirement annuity shall be an Eligible Retirement Plan.

For purposes of the direct rollover provisions in Article X(7)(d) of the plan, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a

surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

(34) ELIGIBLE ROLLOVER DISTRIBUTION: Any distribution of all or a 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 10 years or more, or any distribution to the extent that such distribution is required under Code Section 401(a)(9). An Eligible Rollover Distribution described in Code Section 402(c)(4), which the participant can elect to rollover to another plan pursuant to Code Section 401(a)(31), excludes hardship withdrawals as defined in Code Section 401(k)(2)(B)(i)(IV) which are attributable to the Participant's elective contributions under Treasury Regulation Section 1.401(k)-1(d)(1)(ii).

For purposes of the direct rollover provisions in Article X(7)(d) of the Plan, any amount that is distributed on account of hardship shall not be eligible for rollover distribution and the Distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

For purposes of the direct rollover provisions in Article X(7)(d) of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(35) EMPLOYEE: An employee of an Employing Company who (1) is covered by a collective bargaining agreement between the Employing Company and a collective bargaining agent listed in Appendix 1, but only to the extent that such collective bargaining agreement provides that the employee shall be eligible to participate in the Plan, or (2) is included in a group of non-represented employees designated in Appendix 4, and (a) who is a citizen of the United States of America, (b) whose primary place of employment is in the United States of America, or (c) who is designated by the Board as an Employee. Notwithstanding any provision of the Plan to the contrary, the term "Employee" shall not include for any purpose of the Plan any individual except to the extent that such individual is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes including, without limitation, all purposes under Subtitle C of the Code. Thus, for example, an individual who for a Plan Year is not designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes under Subtitle C of the Code shall not be an Employee for any part of such Plan Year by reason of the fact that at a later time the individual is retroactively treated as an employee of an Employing Company for

such Plan Year for purposes of Subtitle C of the Code. As another example, an individual shall not be an Employee if such individual (i) is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an independent contractor or a leased employee, or (ii) is not contemporaneously designated as on the regular payroll of an Employing Company. The preceding three sentences of this Section (35) shall apply to an individual without regard to whether an Employing Company provides remuneration to such individual and without regard to the manner in which an Employing Company calculates or provides any such remuneration. To the extent required by Code Section 414(n)(3), a Leased Employee shall be treated as an Employee. For purposes of the preceding sentence, Leased Employee means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has provided services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Notwithstanding the foregoing, a Leased Employee shall not be eligible to participate in the Plan or otherwise be considered an Employee under the Plan.

(36) EMPLOYER: An Employing Company and those employers required to be aggregated with any Employing Company under Sections 414(b), (c), (m), or (o) of the Code, provided that for purposes of Article III(12), the modifications prescribed by Code Section 415(h) shall apply.

(37) EMPLOYING COMPANY:

(a) The Corporation;

(b) A member (or functional unit of a member) of a controlled group of corporations, within the meaning of Code Section 414(b), of which the Corporation is a member and which has been designated as an Employing Company by the Board of Directors; or

(c) An entity (or functional unit of an entity) under common control, within the meaning of Code Section 414(c), with the Corporation and which has been designated as an Employing Company by the Board of Directors.

(38) EMPLOYMENT COMMENCEMENT DATE: The date on which an employee first performs an Hour of Service.

(39) ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder. A reference to any Section of ERISA shall also be deemed to refer to any applicable successor statutory provision.

(40) ESOP CONTRIBUTIONS: Matching Contributions made to the Trustee of the ESOP Fund; provided that, on and after the Effective Date, Matching Contributions shall be made in cash, shall not constitute ESOP Contributions subject to the restrictions of Article VIII(1), and may be invested (at the election of the Participant) in any of the Investment Options available under the Plan.

(41) ESOP FEATURE: That portion of the Plan consisting of an employee stock ownership plan as defined in Code Section 4975(e)(7). The ESOP Feature consists of amounts that are invested in the ESOP Fund or the Company Stock Fund and that are contained in the Stock Bonus Component

(42) ESOP FUND: The Investment Fund (other than the Company Stock Fund) offered under the Plan pursuant to Article IX(1)(a)(ii) that exclusively invests in Company Stock (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet liquidity needs of the Fund).

(43) ESOP MATCH STOCK: Company Stock held in the ESOP Fund attributable to Matching Contributions that constitute ESOP Contributions.

(44) ESOP TRUST: The trust or trusts established to hold the assets of the ESOP Fund and the Company Stock Fund, provided that some or all of such trust or trusts may be merged with some or all of the Savings Trust in a manner permitted by law, provided further that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

(45) ESOP TRUSTEE: The trustee or trustees of Plan assets held in the ESOP Fund and the Company Stock Fund, which trustee or trustees may be the same as or different from the Savings Trustee, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

(46) EXCESS AGGREGATE CONTRIBUTIONS: Excess aggregate contributions as defined in Code Section 401(m)(6).

(47) EXCESS CONTRIBUTIONS: Excess contributions as defined in Code Section 401(k)(8).

(48) EXCESS DEFERRAL AMOUNT: With respect to a Participant, the lesser of (a) the amount by which a Participant's Elective Deferrals exceed the limit in effect under Code Section 402(g) for a calendar year, or (b) the amount of the Participant's Before-Tax Contributions for the calendar year.

(49) HIGHLY COMPENSATED EMPLOYEE: An employee who (a) was a 5-percent owner (as defined in section 416(i)(1) of the Code) of the Employer at any time during the Plan Year or the preceding Plan Year, or (b) for the preceding Plan Year had compensation from the Employer in excess of $80,000 (as adjusted for inflation pursuant to Code Section 414(q)(1)) and was in the Top-Paid Group of Employees for such preceding Plan Year. For purposes of this subsection, compensation means compensation within the meaning of section 415(c)(3) of the Code. The Corporation is authorized to make any elections permitted under Code Section 414(q), and to modify any election previously made. Except to the extent prohibited by law, the election made with respect to any Plan Year need not be made with respect to any subsequent Plan Year. An election may be made by any written document evidencing the Corporation's intent to make such election and, with respect to a Plan Year, may be made at any time at which it is being determined whether the Plan satisfies the requirements of Code Sections 401(a)(4), 401(k)(3),

401(m)(2), or 410(b) or any other applicable requirements that require the identification of Highly Compensated Employees.

An Employee is in the “Top-Paid Group” of Employees for any year if such Employee is in the group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year (excluding any Employees described in Code Section 414(q)(5)).

(50) HOUR OF SERVICE: Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer.

(51) INDEPENDENT FIDUCIARY If any, the “named fiduciary” appointed by LMIMC as the independent fiduciary with respect to the ESOP Fund and Company Stock Fund.

(52) INVESTMENT CONTRIBUTIONS: Matching, Before-Tax, After-Tax, Nonelective, Roth, and Rollover Contributions, QNECs, and Transferred Amounts made by or on behalf of a Participant.

(53) INVESTMENT FUNDS: The separate funds in which assets of the Trust may be invested under the applicable provisions of this Plan, including Article IX.

(54) INVESTMENT MANAGER: Investment manager as defined in Section 3(38) of ERISA.

(55) LMIMC: Lockheed Martin Investment Management Company.

(56) MATCHING CONTRIBUTIONS: Allocations pursuant to Article III(6), (or with respect to a Sikorsky Participant, Appendix 3(3)).

(57) MATCHING CONTRIBUTION PERCENTAGE: The percentage set forth in an applicable Supplement hereto as the Matching Contribution Percentage applicable to the Eligible Employee (or with respect to a Sikorsky Participant, the percentages set forth in Appendix 3(3)).

(58) MATERNITY OR PATERNITY ABSENCE: Any period up to two years in which an employee of the Employer is absent from work by reason of such employee’s pregnancy, the birth of such employee’s child, or the placement of a child with such employee in connection with adoption by such employee, or for purposes of caring for such a child for a period immediately following such birth or placement. An absence shall not be treated as a Maternity or Paternity Absence unless the employee furnishes to the Plan Administrator such timely information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons and the length of such absence.

(59) NAMED FIDUCIARY: Named fiduciary as defined in Section 402(a)(2) of ERISA.

(60) NONELECTIVE AMOUNT: The amount designated as such in an applicable Supplement or Appendix hereto.

(61) NONELECTIVE CONTRIBUTION: Allocations pursuant to Article III(7).

(62) NORMAL RETIREMENT AGE: Age 65.

(63) PARTICIPANT: An Employee (or employee or former employee of the Employer or a predecessor employer)) (a) with respect to whom an amount has been credited to his Account, and (b) who continues to have rights or contingent rights to benefits under this Plan.

(64) PERIOD OF SEVERANCE: A period of time commencing with an employee's Severance Date and ending with the date on which he is next credited with an Hour of Service; provided, however, that a Period of Severance shall not include (a) any period explicitly included in the definition of Service, or (b) any period that is a Maternity or Paternity Absence.

(65) PLAN: The Lockheed Martin Corporation Hourly Employee Savings Plan Plus, the terms of which are herein set forth.

(66) PLAN ADMINISTRATOR: The Corporation.

(67) PLAN SPONSOR: The Corporation.

(68) PLAN YEAR: The twelve-month period beginning each January 1 and ending on the next following December 31.

(69) PROFIT-SHARING COMPONENT: The component of the Plan consisting of a profit-sharing plan, including a qualified cash or deferred arrangement described in Code Section 401(k).

(70) QNEC: Qualified nonelective contribution as defined in Treasury Regulation § 1.401(k)-6 (or any applicable successor provision).

(71) QUALIFIED MILITARY SERVICE: Qualified military service as defined in Code Section 414(u)(5).

(72) QUALIFIED RETIREMENT PLAN LOAN: Any loan from this Plan or any other retirement plan of the Employer that is made to a participant or beneficiary thereunder and that is subject to Code Section 72(p).

(73) REEMPLOYMENT COMMENCEMENT DATE: The first date following a Period of Severance on which an employee performs an Hour of Service.

(74) REGULAR EMPLOYEE:

(a) Any Employee who is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the units described in Appendix 1. The determination as to whether an individual meets the requirements of the preceding sentence shall be made as of the date the employee is hired (or rehired) as an employee by the unit described in Appendix 1. An employee who was not described in the first sentence of this Section (74)(a) as of the date of hire or rehire shall become a Regular Employee as of the first day of the first calendar month beginning after the Plan Administrator is notified that the employee's schedule has changed so that he is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the units described in Appendix 1. An employee who was described in the first sentence of this Section (74)(a) as of the date of hire or rehire shall cease to be a Regular

Employee as of the first day of the first calendar month beginning after the Plan Administrator is notified that the employee's schedule has changed so that he is not scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the units described in Appendix 1; or

(b) Any Employee who has completed one Year of Service. For purposes of this subsection (b), a Year of Service means the completion of 1,000 Hours of Service over a 12-month period.

(75) ROLLOVER ACCOUNT: The portion of an Account reflecting Rollover Contributions made by a Participant as provided in Article III(5) and as adjusted each Valuation Date.

(76) ROLLOVER CONTRIBUTION: A transfer described in Code Section 402(c)(1) or 403(a)(4)(A), a payment described in Code Section 401(a)(31) or 408(d)(3)(A)(ii), or an Elective Transfer. Rollover Contribution may include a direct rollover of an eligible rollover distribution or a participant contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code (including for a direct rollover of after-tax contributions), an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions, or an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state of political subdivision of a state.

(77) SAVINGS TRUST: The trust or trusts established to hold all Plan assets other than assets held by the ESOP Trust, provided that some or all of such trust or trusts may be merged with some or all of the ESOP Trust in a manner permitted by law, provided further that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

(78) SAVINGS TRUSTEE: The trustee or trustees of all Plan assets other than those held in the ESOP Fund or the Company Stock Fund, which trustee or trustees may be the same as or different from the ESOP Trustee, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

(79) SERVICE: All periods of time from a person's Employment Commencement Date (or from a subsequent Reemployment Commencement Date) until the later of such person's next Severance Date or the end of the period specified in subsection (a) or (b) below, if applicable, computed in accordance with the provisions of subsections (c) and (d) below.

(a) If an employee of the Employer quits, is discharged, or retires, and then performs an Hour of Service within twelve (12) months after his Severance Date, the Period of Severance shall be included in Service. Notwithstanding the foregoing, if an employee of the Employer quits, is discharged, or retires during an absence (with or without pay) of twelve (12) months or less for any reason other than quitting, discharge, retirement, or death, the Period of Severance shall be included in Service only if he performs an Hour of Service within twelve (12) months after the date he was first absent.

(b) To the extent required by law, Service shall not be considered interrupted by, and/or shall include, Qualified Military Service and/or leaves of absence.

(c) In the case of an employee of the Employer who incurs a Period of Severance, and who immediately before such Period of Severance has not met the requirements for a vested benefit, and who again becomes an employee of the Employer, Service shall not include any Service before such Period of Severance if the length of the Period of Severance equals or exceeds the greater of (i) five (5) years, or (ii) the length of the employee's Service before the Period of Severance.

(d) Non-successive periods of Service and less than whole month periods of Service shall be aggregated on the basis that 30 days of Service equals one whole month of Service.

(e) Notwithstanding anything herein to the contrary, an Employee shall be credited with Service based on service with a predecessor employer to the extent required by law; the definition of "Service" and of related terms shall be interpreted accordingly.

(80) SEVERANCE DATE: The earlier of:

(a) The date on which an employee has a termination of employment with respect to the Employer by reason of a discharge, quit, retirement, or death, provided that the determination as to whether an employee has a termination of employment shall be made under the rules applicable for purposes of Code Section 401(a), or

(b) The date 12 months after the date on which an employee of the Employer first becomes absent from the service of the Employer (with or without pay) for any other reason.

(81) SHARES: Shares of Company Stock.

(82) SIKORSKY PARTICIPANT: An individual who is an Employee of Sikorsky Aircraft Corporation who is eligible to participate in the Plan pursuant to Appendix 3(1).

In addition to the foregoing, for purposes of Appendix 3(8)(a), "Sikorsky Participant" also includes a former Employee of Sikorsky Aircraft Corporation with respect to whom an amount has been credited to his Account in accordance with Appendix 3, and who continues to have rights or contingent rights to benefits under this Plan.

(83) SIKORSKY COMPANY CONTRIBUTIONS: Allocations made pursuant to Appendix 3(5). Such contributions may be made in whole or in part in cash, Shares (including treasury Shares or authorized but unissued Shares), or any other property permitted by law and acceptable to the ESOP Trustee.

(84) SPOUSE: The person to whom the participant is lawfully married under applicable law on the date of the Participant's death. For purposes of clarification, the term lawfully married or Spouse will include a marriage between same-sex individuals that is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the term lawfully married or Spouse does not include individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

A former spouse will be treated as the Spouse and a current spouse will not be treated as the Spouse to the extent provided under a qualified domestic relations order (within the meaning of Code Section 414(p)). If, pursuant to the preceding sentence, more than one individual is treated as a Spouse of a Participant, the total amount to be paid in any form shall not exceed the amount that would be paid if there were only one Spouse, determined in accordance with Code Sections 401(a)(13) and 414(p).

(85) SPOUSE'S CONSENT: A Spouse's consent to the Participant's designation of a Beneficiary other than the Spouse that meets the requirements of this paragraph. Such consent will be valid only if (i) it is in writing on a form prescribed therefore by the Plan Administrator, (ii) the Spouse's consent acknowledges the effect of the selection of another Beneficiary, and (iii) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefore by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(a) there is no Spouse;

(b) the Spouse cannot be located; or

(c) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's Beneficiary designation will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary designated in that consent. A Spouse's Consent may be revoked at any time and upon revocation the alternate Beneficiary designation shall become invalid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of death benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(86) STOCK BONUS COMPONENT: The component of the Plan consisting of a stock bonus plan under Code Section 401(a), including a qualified cash or deferred arrangement described in Code Section 401(k), and constituting part of the ESOP Feature. The Stock Bonus Component consists of all amounts invested in the ESOP Fund or the Company Stock Fund.

(87) SUPPLEMENTAL AFTER-TAX CONTRIBUTIONS: After-Tax Contributions elected by a Participant pursuant to Article III(4)(b).

(88) SUPPLEMENTAL BEFORE-TAX CONTRIBUTIONS: Before-Tax Contributions elected by a Participant pursuant to Article III(2)(b).

(89) SUPPLEMENTAL CONTRIBUTION MAXIMUM: The dollar amount set forth in the applicable Supplement hereto as the Supplemental Contribution Percentage Maximum applicable to the Eligible Employee (or with respect to a Sikorsky Participant, the dollar amounts set forth in Appendix 3(2)(c), (f), and (g)).

(90) TERMINATION OF EMPLOYMENT: Termination of employment from the Employer, subject to the following provisions:

(a) With respect to Before-Tax Contributions (and the earnings and losses attributable thereto) and QNECs (and the earnings and losses attributable thereto), the term "Termination of Employment" shall mean:

(i) a severance from employment with the Employer within the meaning of Code Section 401(k)(2)(B)(i)(I),

(ii) provided that an event described in Code Section 401(k)(10)(A), taking into account Code Section 401(k)(10)(B), shall be treated as a severance from employment with the Employer for this purpose.

Notwithstanding the foregoing, a Participant's change in status from an Employee to a Leased Employee shall not be treated as a severance from employment for purposes of Section (90)(a)(i) above.

(b) An event shall not be treated as a Termination of Employment with respect to that portion of a Participant's Account that, in connection with such event, is transferred from the Plan to another plan, which other plan is qualified under Code Section 401(a) or 403(a) and is maintained by the employer by which the Participant becomes employed in connection with the event. For purposes of this subsection (b), a transfer shall not include an Elective Transfer, but shall include a merger or consolidation of any part of this Plan with a plan described in the preceding sentence.

(91) TRANSFERRED AMOUNTS: Amounts transferred to the Trustee pursuant to Article III(9).

(92) TRUST: A term used to refer to the ESOP Trust and the Savings Trust collectively, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trusts.

(93) TRUST AGREEMENT: The agreement (or agreements) pursuant to which the Trust Fund is held, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such agreements.

(94) TRUST FUND: A term used to refer to assets held in the Trust under the Plan.

(95) TRUSTEE: The Savings Trustee and the ESOP Trustee collectively, provided that where necessary or appropriate in context, such term shall refer to all or fewer than all of such trustees.

(96) UNIT or UNIT VALUE: The method by which the value of a Participant's Account is measured, as described in Article IX(5).

(97) VALUATION DATE: The close of business on the first business day that coincides with or next follows the day on which a transaction is processed. For purposes of this Section (97), a business day is a day on which the New York Stock Exchange is open for business.

## Article II.

## EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION

(1) EFFECTIVE DATE:

The Plan, as amended and restated herein, is effective as of January 1, 2019, or such other date as indicated herein.

(2) ELIGIBILITY AND PARTICIPATION:

(a) Each Employee who was eligible to participate in the Plan immediately before the Effective Date shall be an Eligible Employee as of the Effective Date.

(b) An individual who does not qualify under subsection (a) shall be eligible to participate in the Plan with respect to the first payroll period that ends within an administratively reasonable period after the later of (i) the Effective Date, (ii) the date he becomes a Regular Employee (or becomes a Regular Employee again in the case of a former Employee), or (iii) completion of six months of Service. Notwithstanding the foregoing, an Employee hired into a bargaining unit listed on Appendix 2 of the Plan will be eligible to participate in the Plan on the date set forth therein without regard to the requirement for completion of six months of Service as set forth in sub-part (iii) of the preceding sentence.

(c) Participation in this Plan is voluntary. Any Eligible Employee may become a Participant as of the date specified in Article III(1)(b) (or in other provisions of Article III or IV) by properly following the enrollment procedures established by the Plan Administrator, which shall include an agreement under which he elects Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, or all three, in accordance with Articles III and IV.

(d) Any Employee (or, for purposes of Article III(9), other individual described in Article III(9)) shall be eligible to participate in the Plan with respect to making a Rollover Contribution or having a Transferred Amount credited to his Account, provided that the determination of whether an Employee is an Eligible Employee shall be made without regard to this subsection (d).

(e) Notwithstanding anything herein to the contrary, an individual shall cease to be eligible to participate under the Plan as of the date that he ceases to be an Eligible Employee. See Article X(2) with respect to the treatment of an individual who ceases to be an Eligible Employee but remains employed by the Employer.

(f) An Employee who is covered by a collective bargaining agreement with the collective bargaining agent identified in Appendix 3 shall be eligible to participate in the Plan on the terms set forth in Appendix 3 (“Sikorsky Participants”). To the extent any term in Appendix 3 conflicts with any other provision of the Plan, Appendix 3 shall control.

## Article III.

## CONTRIBUTIONS

(1) CONTRIBUTION ELECTIONS:

(a) As required by Article II(2)(c), an Eligible Employee must enter into an agreement in a form acceptable to the Plan Administrator under which he elects Before-Tax Contributions (see Section (2)), Roth Deferral Contributions (see Article IV), After-Tax Contributions (see Section (4)), or all three, in order to have such contributions credited to his Account. Subject to the limitations of Sections (2) and (4) of this Article III and Article IV, the Eligible Employee's contribution election must specify the whole dollar amount of the Eligible Employee's weekly Base Salary to be contributed to the Trust Fund as Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions. An Eligible Employee may elect Supplemental Before-Tax Contributions or Supplemental After-Tax Contributions only if the Basic Before-Tax Contributions and/or Basic After-Tax Contributions that will be made by him, or on his behalf, are at the maximum level permitted under Sections (2)(a) and (4)(a) of this Article.

(b) An Eligible Employee's contribution election shall become effective as follows:

(i) If an Employee is an Eligible Employee immediately before and as of the Effective Date, a contribution election in effect immediately before the Effective Date shall remain in effect until such time as it is changed or suspended in accordance with the terms of this Plan.

(ii) The contribution election of an Eligible Employee who:

(A) has voluntarily suspended contributions; or

(B) meets the eligibility requirements of Article II (other than an Eligible Employee described in subparagraph (i) above);

shall be effective within an administratively reasonable time after such election is received by the Plan Administrator, provided the election is submitted in accordance with the Plan Administrator's procedures.

(c) Subject to the limitations set forth in this Article III, an Eligible Employee's contribution election shall remain in effect until the Eligible Employee changes or suspends the election as provided in subsection (d) of this Section (1). If an individual ceases to be an Eligible Employee, his contribution election will be terminated, and no further Before-Tax, Roth Deferral, and After-Tax Contributions will be made to the Plan unless and until he again becomes an Eligible Employee and a new agreement becomes effective.

(d) An Eligible Employee may suspend or change the level of either category of Before-Tax, Roth Deferral, or After-Tax Contributions effective within an administratively reasonable time after the Plan Administrator receives notice, in accordance with the procedures established by the Plan Administrator, of such suspension or change, including via an Eligible

Employee setting his or her contributions to increase automatically each year on the date of his or her choice. A contribution election, as so modified, shall thereafter remain in effect as provided in subsection (c).

(e) Any Before-Tax Contributions, Roth Deferral Contributions, and After-Tax Contributions made pursuant to an Eligible Employee's contribution election shall be paid into the Trust Fund for investment according to the investment options selected by the Eligible Employee.

(f) (i) Notwithstanding anything herein to the contrary, the effective date of a contribution election (under subsection (b)) or a contribution modification election (under subsection (d)) shall be delayed for any reasons that are appropriate in the sole and absolute discretion of the Plan Administrator, taking into account its duties under ERISA. Such a reason could include, for example, a technological malfunction affecting the implementation of contribution elections and/or contribution modification elections.

(ii) In the case of a delay pursuant to this subsection (f), the effective date of an affected contribution election or contribution modification election shall be within an administratively reasonable time after the first date on which the reason for the delay no longer applies. In addition, the following rules shall apply to an affected contribution election and to an affected contribution modification election that would have increased the Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions made by or on behalf of an Eligible Employee (other than an affected contribution modification election that would have decreased the Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions made by or on behalf of an Eligible Employee). In such cases, the Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions that would have been made during the period of delay shall be made within an administratively reasonable time after the first date on which the reason for the delay no longer applies. The Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions that are made pursuant to the preceding sentence shall be treated as Basic Before-Tax Contributions and/or Basic After-Tax Contributions to the extent that they would have been so treated if there had been no delay pursuant to this subsection (f).

(g) For purposes of all Plan provisions relating to contribution elections, any individual who shall become an Eligible Employee as of the Effective Date shall, during the period prior to the Effective Date, be entitled to make, suspend, or change his contribution election effective as of the Effective Date in the same manner and subject to the same rules as apply to Eligible Employees.

(2) BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions consist of Basic Before-Tax Contributions and Supplemental Before-Tax Contributions. An Eligible Employee may elect with respect to any pay period:

(a) Basic Before-Tax Contributions in a whole dollar amount up to the Basic Contribution Maximum applicable to the Eligible Employee, and

(b) Supplemental Before-Tax Contributions in a whole dollar amount up to the Supplemental Contribution Maximum applicable to the Eligible Employee.

Notwithstanding the foregoing, an Eligible Employee may not have Supplemental Before-Tax Contributions contributed with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Maximum applicable to the Eligible Employee. Lump sum wage supplements and/or contractual ratification bonuses may be contributed as Before-Tax Contributions to the extent provided in a collective bargaining settlement or agreement, but will not be subject to Matching Contributions by the Company.

Notwithstanding the foregoing, contributions for Sikorsky Participants are set forth in Appendix 3.

(3) COLA BEFORE-TAX CONTRIBUTIONS:

Except as otherwise provided in this Section (3), Sections (1), (2), and (4) shall not apply to COLA Before-Tax Contributions and such COLA Before-Tax Contributions shall be disregarded in applying Sections (1), (2), and (4).

Subject to the limitations set forth in this Article III, a COLA Employee may have Before-Tax Contributions credited to his Account in the manner set forth in Section (1)(a) and/or by entering into an agreement in a form acceptable to the Plan Administrator under which he elects COLA Before-Tax Contributions under this Section (3). The elected portion (if any) must be (i) all of his COLA, or (ii) any whole dollar amount that is less than the amount of his COLA.

Any contribution election under this Section (3) shall be effective with respect to a COLA if it is made within an administratively reasonable time prior to the date such COLA would otherwise be paid.

Rules similar to those contained in Sections (1)(e) and (f) shall apply for purposes of this Section (3).

For purposes of this Plan (other than Sections (1), (2), and (4)), all COLA Before-Tax Contributions shall be treated as Supplemental Before-Tax Contributions.

(4) AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions consist of Basic After-Tax Contributions and Supplemental After-Tax Contributions. An Eligible Employee may elect to make with respect to any pay period:

(a) Basic After-Tax Contributions in a whole dollar amount up to the difference between the Basic Contribution Maximum applicable to the Eligible Employee and the dollar amount of Basic Before-Tax Contributions in effect for that Eligible Employee for the same pay period;

(b) Supplemental After-Tax Contributions in a whole dollar amount up to the difference between the Supplemental Contribution Maximum applicable to the Eligible

Employee and the dollar amount of Supplemental Before-Tax Contributions in effect for that Eligible Employee for the same pay period.

Notwithstanding the foregoing, an Eligible Employee may not contribute Supplemental After-Tax Contributions with respect to a pay period unless the sum of the Eligible Employee's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Maximum applicable to the Eligible Employee.

Notwithstanding the foregoing, contributions for Sikorsky Participants are set forth in Appendix 3.

(5) ROLLOVER CONTRIBUTIONS:

(a) The Plan Administrator may in its sole and absolute discretion permit an Employee to make one or more Rollover Contributions to the Trust Fund. For purposes of making a decision as to whether to permit a Rollover Contribution by an Employee, the Plan Administrator may in its sole and absolute discretion require the Employee or other parties to provide such information or documentation as the Plan Administrator deems appropriate. The Plan Administrator may but is not required to establish such rules and procedures as it deems appropriate with respect to the manner in which it will exercise its sole and absolute discretion under this Section (5)(a).

(b) A Rollover Contribution with respect to an Employee shall be credited to the Account of such Employee. No Matching Contributions will be made with respect to a Rollover Contribution.

(6) MATCHING CONTRIBUTIONS:

(a) Subject to the limitations set forth in this Article III, the Corporation, on behalf of the Employing Companies, shall cause a Matching Contribution to be allocated to the Account of each Eligible Employee in an amount equal to the Matching Contribution Percentage applicable to the Eligible Employee (as set forth in the applicable Supplement hereto) times the Basic Before-Tax and Basic After-Tax Contributions made by or on behalf of each such Eligible Employee.

(b) Notwithstanding the foregoing, the amount of Matching Contributions for Sikorsky Participants is set forth in Appendix 3.

(7) NONELECTIVE CONTRIBUTIONS:

Subject to the limitations set forth in this Article III and except as otherwise provided in this Plan, the Corporation, on behalf of the Employing Companies, shall cause a Nonelective Contribution to be allocated to the Account of each Eligible Employee in an amount equal to the Nonelective Amount.

(8) LIMIT ON TOTAL CORPORATION CONTRIBUTIONS:

The total amount of Corporation Matching Contributions, Corporation Nonelective Contributions, and Before-Tax Contributions for a taxable year shall not be greater than the

maximum amount of contributions permitted by law as a tax-deductible expense to the Employing Companies for such taxable year under Section 404 of the Code, or under any other applicable provisions of the Code.

(9) PLAN TO PLAN TRANSFER:

(a) With respect to any Employee (or employee or former employee of the Employer or a predecessor employer), the Plan Administrator may in its sole and absolute discretion permit the Trustee to accept, as part of the Trust Fund, assets and liabilities that are (i) transferred from a plan qualified under Code Section 401(a) or 403(a) or (ii) received as a result of a merger or consolidation of such a plan into this Plan.

(b) Such property shall be credited to Participants' Accounts in accordance with applicable law, as directed by the Plan Administrator.

(c) Any Participant for whom such a transfer, merger, or consolidation is made shall be entitled to receive amounts attributable to the benefits accrued under the first plan ("First Plan") in any optional form of payment available to the Participant under that plan to the extent required by Code Section 411(d)(6). In addition, optional forms of payment otherwise available under this Plan shall be available with respect to such amounts. Any contributions made under this Plan (along with income earned under this Plan) shall be paid only in the distribution forms available under Articles VI and X, and any distribution form available under the First Plan that is not available under this Plan shall be deemed to be eliminated prospectively under this Plan, effective on the day the transfer becomes effective.

(d) Except to the extent otherwise provided in this Plan, or to the extent that the context indicates otherwise, amounts attributable to the First Plan shall, for all purposes, be treated in the same manner as analogous amounts attributable to this Plan.

(e) In the case of such a transfer, merger, or consolidation, amounts attributable to the benefits accrued under the First Plan shall be held and administered in accordance with applicable law. To the extent required to comply with applicable law, the provisions of such First Plan, including without limitation provisions regarding withdrawal restrictions and spousal consent to Distributions, shall be incorporated by reference into this Plan. On the other hand, provisions of such First Plan that are not required to comply with applicable law, such as provisions regarding spousal consent to Distributions under a plan to which Code Section 401(a)(11) does not apply, shall not be incorporated herein by reference, but rather shall cease to apply except as otherwise provided herein.

(f) This Section (9) does not apply to any Rollover Contribution to which Section (5) applies.

(10) NONDISCRIMINATION RULES:

This Section (10) shall only apply to the extent required by law.

(a) Contributions and forfeitures under the Plan shall satisfy the actual deferral percentage test set forth in Code Section 401(k)(3) and the contribution percentage test set forth

in Code Section 401(m)(2) (taking into account all applicable rules as of the effective date of such rules, including the rules under Code Section 401(m)(9) regarding multiple use of the alternative limitation and the rules regarding aggregation of plans and contributions), as incorporated herein by reference. Any initial violation of the rule regarding multiple use of the alternative limitation shall be deemed to be an initial violation of the contribution percentage test (rather than a violation of the actual deferral percentage test) and accordingly shall be corrected in the manner set forth in Section (10)(c).

(b) In the event that contributions under the Plan initially fail to satisfy the actual deferral percentage test set forth in Code Section 401(k)(3), such failure shall be corrected by (i) in the sole and absolute discretion of the Plan Administrator, the recharacterization of Excess Contributions as After-Tax Contributions to the extent and for the purposes permitted by Code Section 401(k)(8), and (ii) the distribution, within the period set forth in Code Section 401(k)(8), of Excess Contributions that are not recharacterized (adjusted by any income or loss attributable to such Excess Contributions) to the Participants to whom such Excess Contributions are distributable under Code Section 401(k)(8). Any previous distributions of Excess Deferral Amounts pursuant to Section (11) shall be taken into account, in accordance with applicable law, in determining the amount of Excess Contributions for purposes of this Section (10)(b).

With respect to any Participant, the Excess Contributions that are recharacterized or distributed shall be deemed to consist first of Supplemental Before-Tax Contributions; and second, after all such Supplemental Before-Tax Contributions have been recharacterized or distributed, Basic Before-Tax Contributions. Notwithstanding anything herein to the contrary, if a Basic Before-Tax Contribution is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution shall be forfeited except to the extent that such Matching Contribution would be distributed pursuant to Section (10)(c).

(c) In the event that contributions and forfeitures under the Plan initially fail to satisfy the contribution percentage test set forth in Code Section 401(m)(2), such failure shall, except as otherwise provided in this Section (10)(c), be corrected by the distribution, within the period set forth in Code Section 401(m)(6), of Excess Aggregate Contributions (adjusted by any income or loss attributable to such Excess Aggregate Contributions) to the Participants to whom such Excess Aggregate Contributions are distributable under Code Section 401(m)(6). If a Forfeitable Matching Contribution would be distributed under this Section (10)(c) but for this sentence, such Matching Contribution shall be forfeited. For purposes of the preceding sentence, a Forfeitable Matching Contribution is a Matching Contribution that is not vested under Article X(8)(a) as of the last day of the Plan Year for which the Matching Contribution is allocated.

With respect to any Participant, the Excess Aggregate Contributions that are distributed (or forfeited) shall be deemed to consist first of Supplemental After-Tax Contributions; second, after all such Supplemental After-Tax Contributions have been distributed, Basic After-Tax Contributions and the corresponding amount of Matching Contributions; and third, after all such Basic After-Tax Contributions and corresponding Matching Contributions have been distributed, other Matching Contributions.

(d) In the event that contributions and forfeitures under the Plan initially fail to satisfy both the actual deferral percentage test and the contribution percentage test, the correction described in Section (10)(b) with respect to the actual deferral percentage test shall apply first.

(e) For purposes of this Section (10), the determination of the income or loss attributable to Excess Contributions or Excess Aggregate Contributions shall be made in accordance with Article IX. The applicable income or loss shall be determined through date of distribution (or a date no more than seven days before the date of distribution).

(f) Distributions under this Section (10) shall be made notwithstanding any other provision of the Plan.

(g) Notwithstanding anything herein to the contrary, with respect to any Plan Year, the Corporation, on behalf of the Employing Companies, may, in its sole and absolute discretion, make QNECs. Any such QNECs shall be allocated among the Accounts of all Employees in proportion to their Base Salary for the Plan Year, except to the extent that the Corporation elects to allocate the QNECs only among specific Employees that it designates. Any such QNECs shall be taken into account for purposes of applying this Section (10), provided that such QNECs must satisfy the requirements of Treasury Regulation section 1.401(k)-2(a)(6)(iv).

(h) For purposes of the tests in Code Sections 401(k)(3) and 401(m)(2) (taking into account all applicable rules as of the effective dates of such rules, including the rules under Code Section 401(m)(9) and the rules regarding the aggregation of plans and contributions), as set forth in this Section (10):

(i) The current year testing method (as described in the last sentence of Code Section 401(k)(3)(A) and the last sentence of Code Section 401(m)(2)(A)) shall be used, and

(ii) Internal Revenue Service guidance that has been or shall be issued under the applicable Code Sections is hereby incorporated by reference, subject to any applicable effective dates and transition rules contained therein.

(11) LIMIT ON ELECTIVE DEFERRALS:

(a) With respect to any Participant, the sum, for a calendar year, of (i) Before-Tax Contributions under this Plan, and (ii) Elective Deferrals under all other plans, contracts, or arrangements maintained by the Employer, shall not exceed the limit in effect for such year under Code Section 402(g).

(b) If, notwithstanding the prohibition in Section (11)(a), a Participant has exceeded the limit on Elective Deferrals set forth in Code section 402(g) for a calendar year, the Participant may request a distribution of any or all of his Excess Deferral Amount, adjusted by income or loss attributable thereto for the calendar year. Such request must be made in a manner prescribed by the Plan Administrator no later than the following March 1. Such request shall include the Participant’s statement of the Participant’s Excess Deferral Amount and the portion of such Excess Deferral Amount requested to be distributed from the Plan. The Plan

Administrator may require further information or evidence from the Participant to establish the foregoing. However, with respect to an Excess Deferral Amount that exists taking into account solely Elective Deferrals under plans, contracts, and arrangements of the Employer, the Employer may submit the request to the Plan Administrator and such request may be submitted on or before the following April 15.

Any Excess Deferral Amount for which a request is properly submitted under the preceding paragraph, and the income or loss attributable thereto for the calendar year to which the Excess Deferral Amount relates, shall be distributed no later than April 15 of the immediately succeeding calendar year, notwithstanding any other provisions of the Plan. The determination of income or loss attributable to Excess Deferral Amounts shall be made in accordance with Article IX.

A distribution made under this Section (11)(b) may be made prior to the expiration of the calendar year to which the excess deferral relates, but in no event earlier than the date on which the Plan received the excess deferral.

Any distribution made under this Section (11)(b) shall be designated in a manner prescribed by the Plan Administrator as a distribution of excess deferrals; the request submitted by the Participant or the Employer shall be deemed to be a designation by the Participant of the distribution as a distribution of excess deferrals.

The Excess Deferral Amount shall be reduced in accordance with Treasury Regulation § 1.402(g)-1(e)(6) (or any applicable successor provision).

(12) MAXIMUM ADDITIONS:

(a) Notwithstanding anything contained herein to the contrary, the Annual Addition of a Participant for any Plan Year shall not exceed the limits set forth under Code Sections 415(c)(1) and 415(d).

(b) If a Participant's projected Annual Addition for a Plan Year would exceed the limitations of subsection (a), the necessary reductions in Annual Additions shall be made pursuant to Article III(13) and in the following order: first, under this Plan, and secondly, under any other Defined Contribution Plan. Any reductions required under this Plan, to satisfy the limitations of subsection (a), shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; third, by reducing the amount of the Participant's Basic After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fourth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; fifth, by reducing any remaining Matching Contributions; and sixth, by reducing Nonelective Contributions.

(c) If, notwithstanding subsections (a) and (b), the Annual Addition to a Participant's Account for any Plan Year would cause the limitations contained in subsection (a) or (b) to be exceeded as a result of the allocation of forfeitures, a reasonable error in estimating a

Participant's Compensation, a reasonable error in determining the amount of Elective Deferrals that may be made with respect to any Participant under the limits of Code Section 415, or other circumstances which the Internal Revenue Service deems sufficient to invoke the rules of this provision, then such Annual Additions shall be reduced, but only to the extent necessary to satisfy such limitations, in the following manner and in the following order:

(i) The first reduction shall consist of Supplemental After-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant;

(ii) The second reduction shall consist of Supplemental Before-Tax Contributions included in such Annual Addition, which together with any earnings attributable thereto, shall be returned to such Participant;

(iii) The third reduction shall consist of Basic After-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant; and the Participant's Account shall also be reduced by the amount of related Matching Contributions, including any earnings attributable thereto;

(iv) The fourth reduction shall consist of Basic Before-Tax Contributions included in such Annual Addition, which, together with any earnings attributable thereto, shall be returned to such Participant; and the Participant's Account shall also be reduced by the amount of related Matching Contributions, including any earnings attributable thereto.

(v) The fifth reduction shall consist of nonelective employer contributions included in such Annual Addition (and any earnings attributable thereto).

(d) Any reduction of Matching Contributions or nonelective contributions under subsection (c)(iii), (iv), or (v), shall be treated in accordance with Treasury Regulation § 1.415-6(b)(6)(ii) (or any applicable successor provision).

(e) For purposes of applying this Section (12), the compensation taken into account with respect to a Participant shall be such Participant's Compensation.

(13) COMPLIANCE:

Notwithstanding anything herein to the contrary, the Plan Administrator shall, on a prospective basis, reject any election under Sections (2) or (4) or reduce the amount of Before-Tax Contributions or After-Tax Contributions elected (and the corresponding Matching Contributions), even if such election has already become effective, to the extent that the Plan Administrator, in its sole and absolute discretion, deems it necessary or appropriate to ensure that contributions under the Plan comply with the rules set forth in Sections (10), (11), or (12), or otherwise to ensure the Plan's qualified status or to ensure that the Plan's cash or deferred arrangement is qualified under Code Section 401(k).

The Plan Administrator's authority under the preceding paragraph to reject or reduce an election based on the rules set forth in Section (10) or on other nondiscrimination rules shall apply not only to Highly Compensated Employees but also to Employees that the Plan Administrator

considers in its sole and absolute discretion to be similarly situated. For example, an individual who is first employed by the Employer in the current Plan Year may not be a Highly Compensated Employee but the Plan Administrator could, in its sole and absolute discretion, consider him to be similarly situated with respect to Highly Compensated Employees if, inter alia, such individual's rate of base pay equals or exceeds the dollar amount in effect in the preceding Plan Year under Code Section 414(q)(1)(B)(i).

In the event of a rejection or reduction described in the preceding paragraphs with respect to Before-Tax Contributions, the Plan Administrator may, in its sole and absolute discretion and to the extent permitted under the Code and ERISA, treat the affected Eligible Employee as having elected to make After-Tax Contributions in lieu of Before-Tax Contributions; such After-Tax Contributions shall be Basic After-Tax Contributions or Supplemental After-Tax Contributions, as determined under the otherwise applicable provisions of this Plan. The preceding sentence shall apply, in the converse, to rejections or reductions with respect to After-Tax Contributions.

Any reduced election under the first paragraph of this Section (13) or deemed election under the third paragraph of this Section (13) shall be subject to all otherwise applicable requirements, including those set forth in Section (1)(a), provided that a reduced election and/or deemed election attributable to the limits set forth in Sections (11)(a) or (12) shall only be subject to such requirements to the extent required by law.

All acts of the Plan Administrator under this Section (13) shall be made in a manner permitted under the Code and ERISA.

(14) HIGHLY COMPENSATED EMPLOYEE STATUS:

Notwithstanding anything herein to the contrary, for purposes of all provisions of the Code that refer to the definition of "highly compensated employee" contained in Code Section 414(q), the definition in this Plan of "highly compensated employee" shall be the definition contained in Article I(49).

(15) CATCH-UP CONTRIBUTIONS:

For purposes hereof, "Catch-Up Contribution" shall mean an Elective Deferral permitted under Code Section 414(v). An employee who is eligible to make Elective Deferrals under this Plan, who has attained age 50 before the close of the Plan Year in question, and who satisfies the requirements of Code Section 414(v)(5)(A) regarding Code or Plan limits (a "Catch-Up Eligible Employee") shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. Such Catch-Up contributions shall be considered Supplemental Before-Tax Contributions, but shall be in addition to Supplemental Before-Tax Contributions otherwise permissible under the Plan. Such Catch-Up Contributions shall not be subject to or eligible for any employer Matching Contribution of any type. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3),

401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions. This Section 15 shall apply so as to permit Catch-Up contributions.

A Catch-Up Eligible Employee may elect to make Catch-Up Contributions by properly following the election procedures for Catch-Up Contributions established by the Plan Administrator. A Catch-Up Eligible Employee's election to make Catch-Up Contributions must specify the dollar amount (in whole dollar increments ranging between $1 and the catch-up limit for the year under Code Section 414(v)) to be deducted from his pay each pay period and contributed to the Plan as a Catch-up Contribution on his behalf. Notwithstanding the foregoing, the maximum Catch-Up Contribution permitted for a year shall not exceed the maximum amount of Catch-Up Contribution permitted under Code Section 414(v) for the year.

Notwithstanding the foregoing, the election procedures for Catch-Up Contributions for Sikorsky Participants is set forth in Appendix 3.

(16) GAP PERIOD INCOME.

Notwithstanding anything in the Plan to the contrary, distributions of excess deferrals, excess contributions, and excess aggregate contributions shall not include earnings or losses from the end of the Plan Year for which the contributions were made and the date of the distributions.

## Article IV.

## ROTH DEFERRAL CONTRIBUTIONS

(1) GENERAL

Participants may make Roth Deferral Contributions to the Plan. An Eligible Employee's contribution election must specify the whole dollar amount (if any) of the Eligible Employee's Weekly Base Salary to be contributed to the Trust Fund as Roth Deferral Contributions. An Eligible Employee's Roth Deferral Contributions will be allocated to a separate sub-account maintained for such deferrals as described in Section (2).

(2) SEPARATE ACCOUNTING

(a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Deferral Contribution sub-account maintained for each Participant. The Plan will maintain a record of the amount of Roth Deferral Contributions in each Participant's account.

(b) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Contribution sub-account and the Participant's other accounts under the Plan.

(c) No contributions other than Roth Deferral Contributions and properly attributable earnings will be credited to each Participant's Roth Deferral Contribution sub-account.

(3) DIRECT ROLLOVERS

(a) Notwithstanding Article X(7)(d), a direct rollover of a distribution from a Roth Deferral Contributions sub-account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) Notwithstanding Article I(76) or Article III(5), the Plan will accept a rollover contribution to a Roth Deferral Contribution sub-account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) To the extent that the Plan limits direct rollovers of amounts that are reasonably expected to total less than $200 during a year, the Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Deferral Contributions sub-account if the amounts of the distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Deferral Contributions sub-account is not taken into account in determining whether distributions from a Participant's other sub-accounts are reasonably expected to total less than $200 during a year. In applying the default rollover provisions of Article X(7)(f) of the Plan, amounts in the Participant's Roth Deferral Contributions sub-account and amounts in the Participant's other accounts under the Plan are treated as accounts held under two separate plans in determining whether a mandatory distribution exceeds $1,000.

(d) To the extent that the Plan allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500, such provision will be applied by treating any amount distributed from the Participant's Roth Deferral Contributions sub-account as a separate distribution from any amount distributed from the Participant's other sub-accounts in the Plan, even if the amount are distributed at the same time.

(4) CORRECTION OF EXCESS CONTRIBUTIONS

(a) In the case of a re-characterization or distribution of Excess Contributions pursuant to Article III(10), Excess Contributions that are re-characterized or distributed shall be deemed to consist first of Supplemental Roth Deferral Contributions; second, of Supplemental Before-Tax Contributions; third, of Basic Roth Deferral Contributions, and fourth, of Basic Before-Tax Contributions. If a Basic Before-Tax Contribution (including a Basic Roth Deferral Contribution) is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution (including a Basic Roth Elective Deferral) shall be forfeited except to the extent such Matching Contribution would be distributed pursuant to Article III(10)(e).

(b) In the case of a reduction in Annual Additions under Article III(12) (relating to Code Section 415), any reductions required under this Plan shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Roth Deferral Contributions; third, by reducing the

amount of the Participant's Supplemental Before-Tax Contributions; fourth, by reducing the amount of the Participant's Basic-After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fifth, by reducing the amount of the Participant's Basic Roth Deferral Contributions, which shall similarly reduce the amount of related Matching Contributions; sixth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; seventh, by reducing any remaining Matching Contributions; and eighth, by reducing any Non-Elective Contributions.

(c) For the purposes of this sub-part (4), "Basic Roth Deferral Contributions" shall mean Roth Deferral Contributions which are subject to Matching Contributions, and Supplemental Roth Deferral Contributions shall mean Roth Deferral Contributions which are not subject to Matching Contributions.

(5) TREATMENT OF ROTH DEFERRAL CONTRIBUTIONS

(a) Unless specifically stated otherwise, Roth Deferral Contributions will be treated as elective deferrals for all purposes under the Plan. Accordingly, references in the Plan to "Before-Tax Contributions and After-Tax Contributions" will generally mean Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions. Roth Deferral Contributions shall be treated as Before-Tax Contributions for purposes of Article III(15) (Catch-up Contributions) and for purposes of Plan limitations related to actual deferral percentage test under Code section 401(k)(3) or limits on elective deferrals under Code Section 402(g).

(b) For purposes of Article III(2) and III(6) the term, "Basic Before-Tax Contributions" shall mean a combination of Basic Before-Tax Contributions and/or Roth Deferral Contributions, and for purposes of Article III(4) and III(6), the term "Basic After-Tax Contributions" shall mean a combination of Basic After-Tax Contributions and Roth Deferral Contributions. Thus, for example, for purposes of Article III(2), the amount of non-Roth Basic Before-Tax Contributions and matched Roth Deferral Contributions combined may not exceed 8% of the Participant's Base Salary; and for purposes of Article III(6), the maximum amount of contributions which may be subject to a related Matching Contribution (including Before-Tax Contributions, Roth Deferral Contributions, and After-Tax Contributions combined) will be 8% of Base Salary.

(c) Notwithstanding (a) above, Roth Deferral Contributions shall not be counted for purposes of Article VI(1) (After-Tax Withdrawals). Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts) may be transferred to a Roth Self-Directed Brokerage Account under Article IX of the Plan. Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts, but excluding Roth Deferral Contributions, rollovers of Roth amounts, and In-Plan Roth Rollover amounts invested in a Roth Self-Directed Brokerage Account) shall be available for a loan from the Plan under Article XI.

(6) DEFINITIONS

(a) Roth Deferral Contribution shall mean an elective deferral that is:

(i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Before-Tax Contributions the Participant is otherwise eligible to make under the Plan; and

(ii) Treated as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

## Article V.

## IN-PLAN ROTH ROLLOVERS

(1) DEFINITIONS

(a) In-Plan Roth Rollover. "In-Plan Roth Rollover" means an Eligible Rollover Distribution that a Participant elects to convert and deposit in his or her In-Plan Roth Rollover Account via a direct rollover.

(b) In-Plan Roth Rollover Sub-Account. "In-Plan Roth Rollover Sub-Account" means the subaccount to which an In-Plan Roth Rollover is deposited.

(c) Eligible In-Plan Roth Rollover Participant. The term "Eligible In-Plan Roth Rollover Participant" includes:

(i) A Participant who has not terminated employment with the Company regardless of age ("Active In-Plan Roth Rollover Participant");

(ii) Participant who has not terminated employment with the Company and who has attained age 59 1/2 ("Age 59 1/2 In-Plan Roth Rollover Participant");

(iii) Participant who has terminated employment with the Company ("Terminated In-Plan Roth Rollover Participant"); and

(iv) The Spouse of a deceased Participant who is the beneficiary of the Participant's Account or the spouse or former spouse of a Participant who is an alternate payee under a Qualified Domestic Relations Order ("Spousal In-Plan Roth Rollover Participant").

(d) In-Service Distribution. "In-Service Distribution" means an amount that is available for distribution while a Participant is actively employed by the Company.

(2) IN-PLAN ROTH ROLLOVERS

(a) Type and Frequency of In-Plan Roth Rollovers. Notwithstanding anything in the Plan to the contrary, an Eligible In-Plan Roth Rollover Participant may elect to convert all or a portion of his or her distributable savings Plan Account sources as an In-Plan Roth Direct Rollover one time per calendar year. An In-Plan Roth Rollover may not be accomplished through a 60-Day Rollover.

(b) In-Plan Roth Rollover Sub-Accounts. In-Plan Roth Rollover amounts will be transferred from the sub-account in which such amounts are held prior to the In-Plan Roth Rollover into an In-Plan Roth Rollover Sub-Account in the Participant's Roth Deferral Contribution sub-account. Any such transfer shall be made on a pro-rata basis from the available sources described in Section (2)(c)(i)-(iv).

(c) Amounts available for In-Plan Roth Rollovers. In addition to any Eligible Rollover Distribution available under the Plan and notwithstanding anything contained in the Plan (including Article IV(3) of the Plan) to the contrary, an Eligible In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to all or any portion of the distributable savings plan Account (excluding Roth Deferral Contributions and amounts distributable as In-Service Withdrawals subject to spousal consent) as follows:

(i) Active In-Plan Roth Rollover Participants. Subject to the exclusions in Section 2(d) below, an Active In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Rollover Contributions and earnings thereon;

(ii) Active In-Plan Roth Rollover Participants under Age 59 1/2 who have been Participants in the Plan for at least 5 Years. Subject to the exclusions in Section (2)(d) below, an Active In-Plan Roth Rollover Participant under Age 59 1/2 who has been a Participant in the Plan for at least 5 years, may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(i) above;

(B) Matching Contributions (except as otherwise provided in this Article V) and earnings thereon;

(iii) Age 59 1/2 In-Plan Roth Rollover Participants. Subject to the exclusions in Section (2)(d) below, an Age 59 1/2 In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(i) and (ii) above;

(B) Before-Tax Contributions (excluding Roth Deferral Contributions) and earnings thereon;

(iv) Terminated In-Plan Roth Rollover Participants and Spousal In-Plan Roth Rollover Participants. Excluding Nonelective Contributions, a Terminated In-Plan Roth Rollover Participant or a Spousal In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to contributions and earnings described in Section (2)(c)(i), (ii), and (iii) above.

(v) <u>After-Tax In-Plan Roth Rollover.</u> An In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to After-Tax Contributions and earnings thereon. Any amount requested for such an In-Plan Roth Rollover shall only be taken

from the Participant's After-Tax Contributions balance (on a pro-rata basis from the available after-tax sources that make up such balance). Both After-Tax Contributions and earnings thereon shall be converted proportionally for all such In-Plan Roth Rollovers.

(d) Amounts Not Eligible for In-Plan Roth Rollover. Notwithstanding the foregoing, the following types of contributions (and earnings thereon) are not eligible for In-Plan Roth Rollover by a Participant who is an active Employee of the Company:

(i) Contributions that require Spousal Consent for in-service distribution or distribution after termination of employment with the Company;

(ii) Contributions made as Roth Deferral Contributions or rollovers of Roth amounts; and

(iii) Hardship withdrawals.

(e) Additional In-Service Distributions for In-Plan Roth Rollovers. To the extent that the Plan currently does not provide for in-service distributions (withdrawals) of the contribution sources described this Article V, the Plan is amended to provide for in-service distributions of such contribution sources, at the time a Participant has satisfied the conditions set forth in this Article V above, but only for the purposes of facilitating an In-Plan Roth Rollover and not for any other distribution or withdrawal.

(f) Spousal Consent. Regardless of any Spousal Consent requirements set forth in the Plan, Spousal Consent is not required in connection any In-Plan Roth Rollover of an eligible contribution source.

(g) Restrictions on Immediate Distributions. Any In-Plan Roth Rollover shall be taken into account in determining any cash-out threshold or other restrictions on immediate distribution and a notice of the Participant's right to defer receipt of the distribution is not triggered by an In-Plan Roth Rollover.

(h) Code Section 411(d)(6) Cutback. In no event shall this Article V eliminate any distribution right under the Plan that is protected under Code Section 411(d)(6).

(i) Code Section 408A(d)(6) Recharacterization. The recharacterization rules set forth in Code section 408A(d)(6) do not apply to an In-Plan Roth Rollover from the Plan.

(j) Administrative Procedures. The Plan Administrator shall establish rules, fees, and procedures with respect to In-Plan Roth Rollovers which shall be applied in a uniform and nondiscriminatory manner. No tax withholding shall be applied to In-Plan Roth Rollovers, and all Eligible In-Plan Roth Rollover Participants are responsible for paying all applicable taxes on In-Plan Roth Rollovers.

## Article VI.

## WITHDRAWALS

(1) WITHDRAWALS OF AFTER-TAX, ROLLVER, AND MATCHING CONTRIBUTIONS:

(a) A Participant may, for any purpose, withdraw any portion of his Account attributable to: (i) After Tax Contributions, (ii) Rollover Contributions, and (iii) Non-ESOP Matching Contributions made to the Plan prior to March 1, 1999.

(b) Any withdrawal of After-Tax Contributions under this Section (1) shall be made in the following order:

| **Order** | **After-Tax Contribution Source** |
|---|---|
| First | Base Salary After-Tax Contributions |
| Second | Ratification Bonus After-Tax Contributions |
| Third | ICOLA After-Tax Contributions |
| Fourth | After-Tax Rollover Contributions |
| Fifth | In-Plan Roth Rollover of After-Tax Contributions |

Any withdrawal of Rollover Contributions under this Section (1) shall be made in the following order:

| **Order** | **Rollover Source** |
|---|---|
| First | Rollover Contributions (Non-After Tax/Roth) |
| Second | Sikorsky Rollover Contributions |
| Third | Roth Rollover Contributions |
| Fourth | In-Plan Roth Rollover of Rollover Contributions |

(1) HARDSHIP WITHDRAWALS:

(a) (i) A Participant may, on account of hardship, withdraw any portion of his Account attributable to Before-Tax Contributions. A Participant shall be deemed to have incurred a hardship only if he demonstrates to the satisfaction of the Plan Administrator that the distribution is on account of an immediate and heavy financial need of the Participant and is necessary to satisfy the need. The amount withdrawn may not exceed the portion of the Participant’s Account attributable to the amounts described in the first sentence of this subsection (a)(i) reduced by any previous withdrawals and outstanding loans with respect to such amounts. In determining the existence of a hardship and the amount required to be distributed to meet the need created by the hardship, the Plan Administrator shall act on the basis of such information and evidence as it shall require from the Participant.

(ii) Any withdrawal under this Section (2) shall be made on a pro-rata basis from the available sources described in (a)(i).

(b) A request for a withdrawal will be considered to be on account of an immediate and heavy financial need if the withdrawal is for:

(i) expenses for medical care previously incurred by the Participant, the Participant's spouse, or any dependents (as defined in Code Section 152) of the Participant, or expenses necessary for these persons to obtain medical care (but limited to expenses for medical care that are deductible under Code Section 213(d), determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(ii) the need to prevent the Participant's eviction from his principal residence or foreclosure on the mortgage on the Participant's principal residence;

(iii) non-reimbursed expenses directly related to a fire, explosion, flood, wind, rain, lightning, snow, sleet, hail, ice, volcanic eruption, tidal wave, earthquake, mud slide, or other similar natural disaster;

(iv) non-reimbursed expenses not described in clause (i) above which are directly related to institutionalizing the Participant, his spouse, or any dependents (as defined in Code Section 152) in a hospital, facility to care or educate the mentally or physically handicapped, nursing home, skilled care facility, hospice, in-patient substance abuse center, rehabilitation center, or institution of a similar nature, excluding camps, detention centers, jails, or prisons;

(v) non-reimbursed expenses directly related to the burial of the Participant's spouse or dependents (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)), including travel expenses only if the burial costs have been borne by the Participant, and excluding lost wages in administering an estate, preparing for a funeral, or attending a funeral;

(vi) non-reimbursed tuition, room and board, books, and fees for the next school-year of primary (grades 1 through 8), secondary (grades 9 through 12), or post-secondary education for the Participant, his spouse, or dependents (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), excluding expenses related to enrollment in child care or day care facilities and for instruction in music, dance, athletics, and the like outside of the student's basic education curriculum;

(vii) the need to replace gross wages (net of disability benefits, workers compensation insurance, or any other payment received as a result of prolonged absence) ordinarily paid by the Employing Company to the Participant, but only if:

(A) (I) the Participant has been on prolonged absence status for at least four (4) consecutive weeks, or (II) the Participant's Spouse has, with respect to his employment, been on prolonged absence status for at least four (4) consecutive weeks, and

(B) the Participant requests a withdrawal by filing with the Plan Administrator while he or his Spouse is on prolonged absence status or within thirty (30) days after he or his Spouse returns to active payroll status or within thirty (30) days after the prolonged absence status of the Participant or his Spouse has otherwise been terminated; or

(viii) down-payment, closing costs, and other non-reimbursed expenses directly related to the purchase, construction, or major renovation of the Participant's principal residence, excluding expenses related to repairs, remodeling, decorating, landscaping, refinancing, mortgage payments, leasing, or real property taxes or homeowners' dues other than such taxes or dues payable as part of closing costs. For purposes of this clause (viii), a residence shall be treated as undergoing a major renovation only if the expenditures materially extend the useful life of the residence and significantly upgrade its usefulness through:

(A) gutting and extensive reconstruction of major structural components;

(B) major repairs, limited to expenses necessary to bring major housing components and systems into compliance with local building, health, or safety codes or otherwise make the dwelling habitable;

(C) changing the floor plan by tearing down existing interior walls and partitions and building new walls, partitions, and doors;

(D) enlarging the dwelling by increasing the total volume, other than increasing interior floor space resulting from interior remodeling; or

(E) completion of construction of areas not completed in the original construction of the dwelling.

(ix) effective as of such date as may be established by the Plan Administrator, expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) To the extent permitted by applicable law, for purposes of applying sub-part (b)(i), (b)(iv), (b)(v), and (b)(vi) above (relating to immediate financial need for certain medical, funeral, and tuition expenses under the Plan's hardship withdrawal provisions), a person who is the Participant's primary Beneficiary will be treated as if he were the Participant's dependent. For purposes of sub-part (b), a Participant's primary Beneficiary shall mean an individual who is named as Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account upon the death of the Participant.

(d) A withdrawal will be considered necessary to satisfy an immediate and heavy financial need if:

(i) the distribution is not in excess of the amount of the immediate and heavy financial need (including, to the extent requested by the Participant, any amounts

necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution);

(ii) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer; and

(iii) the Participant submits a written representation that the need cannot reasonably be relieved through (A) reimbursement or compensation by insurance or otherwise, (B) liquidation of the employee's assets, (C) cessation of Before-Tax and After-Tax Contributions, or (D) other distributions (including the distribution of Allocated Dividends and other dividends in accordance with Code Section 404(k)) or nontaxable (at the time of the loan) loans from any employer's plan, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need; provided that the Employer does not have actual knowledge to the contrary.

(e) No Participant shall be suspended from making Before-Tax or After-Tax Contributions on account of a hardship withdrawal.

(2) WITHDRAWALS AFTER AGE 59 1/2:

Any Participant who has attained the age of 59 1/2 may withdraw any portion of his Account. Any withdrawal under this Section (3) shall be made on a pro-rata basis from all available sources.

(3) PROCEDURE FOR WITHDRAWAL:

A Participant may withdraw amounts under this Article VI only upon following procedures established by the Plan Administrator. Withdrawals shall be distributed within an administratively reasonable time after completion of such procedures and, in the case of a withdrawal on account of hardship, the determination of a hardship in accordance with the Plan's normal processing standards. In the event that the portion of the Participant's Account from which the withdrawal is made is invested in more than one Investment Fund at the time of any withdrawal, the amount withdrawn shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Any amount distributed under this Article VI shall be distributed in cash, provided that with respect to amounts withdrawn from the ESOP Fund or the Company Stock Fund, the Participant may elect to have all or part of such distribution made in Shares (with fractional Shares paid in cash). A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XI(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any withdrawal from his Account pursuant to this Article VI.

(4) VALUATION PROCEDURES:

Each withdrawal under this Article VI shall be charged to the Participant's Account on the day on which the withdrawal request is processed in accordance with the Plan's procedures.

## Article VII.

## TRUST FUND

(1) CONTRIBUTIONS AND ASSETS:

(a) With respect to the Plan, all contributions will be paid into a Trust comprised of the Savings Trust and the ESOP Trust. The ESOP Trust shall be held by the ESOP Trustee and shall contain the ESOP Fund and the Company Stock Fund. The Savings Trust shall be held by the Savings Trustee and shall contain all assets of the Plan other than those held in the ESOP Fund or the Company Stock Fund.

(b) Corporation Matching Contributions and Corporation Nonelective Contributions for a Plan Year shall be paid to the Trust Fund at the time or times determined by the Corporation in its sole and absolute discretion, provided that such payments shall be made no later than the time prescribed by law (including extensions) for filing the Corporation's federal income tax return for the taxable year of the Corporation with or within which the Plan Year ends. Before-Tax and After-Tax Contributions will be transferred to the Trust Fund within the time period required by law.

(c) The Trust Fund will be held, invested, and disbursed by the Trustee acting in accordance with the provisions of the Plan and the Trust Agreement. All benefits payable hereunder will be paid from the Trust Fund.

(d) Notwithstanding anything herein to the contrary, to the extent provided in the Trust Agreement, some or all of the Trust Fund may be held in a group trust, provided that the group trust and the group trust instrument satisfy all applicable requirements such that:

(i) The group trust is exempt from taxation under Code Section 501(a) with respect to its funds that equitably belong to participating trusts described in Code Section 401(a), and

(ii) The status of individual trusts as qualified under Code Section 401(a) and exempt from taxation under Code Section 501(a) will not be affected by the pooling of their funds in the group trust.

In the event that any part of the Trust Fund is held in a group trust pursuant to this subsection (d), (A) the group trust instrument is adopted as a part of this Plan with respect to such part of the Trust Fund, and (B) all references in this Plan to the Trust, Trust Agreement, or the Trustee (including parallel references with respect to the ESOP Trust and the Savings Trust) shall be deemed to be references to the group trust, the group trust agreement, or the group trust trustee to the extent indicated by the context and consistent with the terms of the group trust instrument.

(2) TRUST FUND:

(a) Except as otherwise provided herein, LMIMC may, in its sole and absolute discretion, from time to time appoint an Investment Manager or Managers or name a fiduciary to

direct the Trustee with respect to the investment of all or any part of the Trust Fund. The Trust Fund is for the exclusive benefit of Participants and their Beneficiaries, provided that it may also be used (i) to pay any reasonable expenses arising from the operation of the Plan (including Trustee fees and expenses), (ii) to reimburse the Corporation for its advancement of any such expenses, and (iii) for any other purpose permitted by ERISA, the Code, and other applicable laws.

(b) No person shall have any interest in or right to the Trust Fund or any part thereof, except as expressly provided in the Plan.

(c) No liability for payments under the Plan shall be imposed upon LMIMC, the Plan Administrator, the Corporation, the Employing Companies, the Employer, or the employees, officers, directors, or stockholders of any of the foregoing, except as, and only to the extent, expressly provided by law, and none of the foregoing nor any fiduciary guarantees against investment loss or asset depreciation.

## Article VIII.

## ESOP PROVISIONS

(1) EXEMPT LOANS

(a) The Corporation may direct the ESOP Trustee to incur one or more Acquisition Loans from time to time to finance the acquisition of Leveraged Shares or to repay a prior Acquisition Loan. “Acquisition Loan” means a loan or other extension of credit, described in Code Section 4975(d)(3), used to finance the purchase of shares by the ESOP Trustee with respect to the ESOP; “Leveraged Shares” means Shares of Company Stock acquired by the ESOP Trustee with the proceeds of an Acquisition Loan; “Loan Suspense Account” means the account under which Leveraged Shares, if any, are held until released for allocation; “Allocated Dividends” means cash dividends on Company Stock held in the ESOP Fund and allocated to Participants’ Accounts; and “Unallocated Dividends” means cash dividends on Leveraged Shares that are not allocated to a Participant’s Account. An Acquisition Loan shall be used primarily for the benefit of Participants and their beneficiaries. The proceeds of each such Acquisition Loan shall be used, within a reasonable period of time after the Acquisition Loan is obtained, only to purchase Shares, to repay the Acquisition Loan or to repay any prior Acquisition Loan. Any such Acquisition Loan shall provide for a reasonable rate of interest, an ascertainable period of maturity and shall be without recourse against the Plan. Any such Acquisition Loan shall be secured solely by Shares acquired with the proceeds of the Acquisition Loan and Shares that were used as collateral on a prior Acquisition Loan which was repaid with the proceeds of the current Acquisition Loan. Such Shares pledged as collateral shall be placed in a Suspense Account and released pursuant to subpart (b) below as the Acquisition Loan is repaid. No person entitled to payment under an Acquisition Loan shall have any recourse against any ESOP assets other than the Shares used as collateral for the Acquisition Loan, Company contributions of cash that are available to meet obligations under the Acquisition Loan and earnings attributable to such collateral and the investment of such contributions. Company contributions made with respect to any Plan Year during which the Acquisition Loan remains unpaid, and earnings on

such contributions, shall be deemed available to meet obligations under the Acquisition Loan, unless otherwise provided by the Company at the time such contributions are made.

(b) Any pledge of stock as collateral under this section shall provide for release of Shares so pledged upon repayment of any portion of the loan. Any Leveraged Shares shall initially be credited to the Loan Suspense Account and shall be released from such Loan Suspense Account in the proportion that the principal and interest paid on the Acquisition Loan for the Plan Year bears to the aggregate principal and interest, paid for the current Plan Year and each Plan Year thereafter, as provided in Treasury Regulation 54.4975-7(b)(8). Notwithstanding the foregoing, in the event that an Acquisition Loan is repaid with the proceeds of a subsequent Acquisition Loan ("Substitute Loan"), such repayment shall not operate to release all such Shares from the Loan Suspense Account, but, rather, such release shall be based on the application of the preceding sentence to such Substitute Loan. All Leveraged Shares that have not been released from the Loan Suspense Account shall be invested in the ESOP Fund. In the event of default upon an Acquisition Loan, the value of plan assets transferred in satisfaction of the Acquisition Loan may not exceed the amount of the default.

(c) If at any time there is more than one Acquisition Loan outstanding, separate accounts shall be established under the Loan Suspense Account for each such Acquisition Loan. Each Acquisition Loan for which a separate account is maintained shall be treated separately for purposes of the provisions governing the release of Shares from the Loan Suspense Account under this Section (1).

(d) All Leveraged Shares that have been released from the Loan Suspense Account as a result of loan amortization payments made during the Plan Year that have not been otherwise allocated shall be allocated pursuant to this subsection (d). For any calendar month, such Leveraged Shares shall be allocated to an ESOP Participant's Account in the same proportion that the sum of the Participant's Basic Before-Tax Contributions and Basic After-Tax Contributions made with respect to such calendar month bears to the total amount of all ESOP Participants' Basic Before-Tax Contributions and Basic After-Tax Contributions made with respect to such calendar month. All Leveraged Shares that have not been released from the Loan Suspense Account shall be invested in the ESOP Fund.

(e) The Corporation shall contribute an amount sufficient to enable the ESOP Trustee to pay any currently maturing obligation under an Acquisition Loan, without regard to the Corporation's accumulated earnings and profits, but taking into account any use of dividends to make payment on the Acquisition Loan. Payments of principal and interest on any Acquisition Loan under this section shall be made by the ESOP Trustee at the direction of the Company solely from (i) Company Contributions available to meet obligations under the loan, (ii) earnings from the investment of such contributions, (iii) earnings attributable to stock pledged as collateral for the Acquisition Loan, (iv) other dividends on stock to the extent permitted by law, (v) the proceeds of a subsequent loan made to repay the loan, and (vi) the proceeds of the sale of any stock pledged as collateral for the loan. The contributions and earnings available to repay the Acquisition Loan must be accounted for separately until the Acquisition Loan is repaid.

(f) Upon a complete termination of the Plan or the ESOP feature, any unallocated Leveraged Shares shall be sold to the Corporation on the open market. The proceeds of such sale shall be used to satisfy any outstanding Acquisition Loan and the balance of any funds remaining shall be allocated to each Participant's Account based on the proportion that the Matching Contributions for the current Plan Year to such Participant's account bears to the total Matching Contributions for the current Plan Year to all participants' Accounts.

(2) INVESTMENT OF ESOP CONTRIBUTIONS:

ESOP Contributions shall be wholly invested in the ESOP Fund, except as otherwise provided by reason of an investment under Section (4) or by reason of an election under Article IX with respect to Directable ESOP Contributions.

(3) PUT OPTION:

(a) Except as provided in Treasury Regulation § 54.4975-7(b) (or any applicable successor provision) and subsection (b), or as otherwise required by law, no securities acquired with the proceeds of an Acquisition Loan may be subject to a put, call, or other option, or buy-sell or similar arrangement while held by and when distributed from the Plan, whether or not the Plan at that time contains an ESOP Feature.

(b) A Share distributed from the ESOP Fund must be subject to a put option if the Share is not readily tradable on an established market (within the meaning of Code Section 409(h)). Such put options shall be subject to the provisions of this Section (3) and, notwithstanding anything herein to the contrary, all other applicable provisions of law. The put option must be exercisable only by a participant, by the participant's donees, or by a person (including an estate or its distributee) to whom the security passes by reason of a participant's death. (Under this subsection (b), "participant" means a participant and beneficiaries of the participant under the ESOP Feature.) The put option must permit a participant to put the security to the Corporation. Under no circumstances may the put option bind the Plan. However, it shall grant the Plan an option to assume the rights and obligations of the Corporation at the time that the put option is exercised. If it is known at the time a loan is made that Federal or state law will be violated by the Corporation's honoring such put option, the put option must permit the security to be put, in a manner consistent with such law, to a third party (e.g., an affiliate of the Corporation's or a shareholder other than the Plan) that has substantial net worth at the time the loan is made and whose net worth is reasonably expected to remain substantial.

(c) A put option described in subsection (b) shall be exercisable during the 60-day period which begins on the date the security subject to the put option is distributed by the Plan. If such a put option is not exercised within such 60-day period, the put option shall be exercisable for an additional 60-day period in the following plan year, in accordance with applicable law.

(d) The provisions of this subsection (d) shall apply to a put option described in subsection (b).

(i) A put option is exercised by the holder notifying the Corporation in writing that the put option is being exercised.

(ii) The period during which a put option is exercisable does not include any time when a distributee is unable to exercise it because the party bound by the put option is prohibited from honoring it by applicable Federal or state law.

(iii) The price at which a put option must be exercisable is the value of the security, determined in accordance with Treasury Regulation § 54.4975-11(d)(5) (or any applicable successor provision), Code Section 401(a)(28)(C), and other applicable laws.

(iv) The provisions for payment under a put option must meet the following requirements:

(A) In the case of a distribution within one taxable year to the recipient of the balance to the credit of the recipient's Account, there must be adequate security and a reasonable interest rate with respect to any deferral of payments and payments must be made at least as rapidly as substantially equal periodic payments (not less frequently than annually) over a period beginning within 30 days after the date the put option is exercised and ending not more than 5 years after such date.

(B) In the case of a distribution not subject to subparagraph (A), payment under the put option must be completed within 30 days after the date the put option is exercised.

(v) Payment under a put option must not be restricted by the provisions of a loan or any other arrangement, including the terms of the employer's articles of incorporation, unless so required by applicable state law.

(e) Except as otherwise permitted in Treasury Regulation § 54.4975-11(a)(3)(ii) (or any applicable successor provision), the protections and rights described in subsections (a) through (d) are non-terminable and thus shall continue to exist if the Acquisition Loan is repaid or the Plan ceases to contain an ESOP Feature.

(4) DIVERSIFICATION RIGHTS:

(a) (i) Notwithstanding any other provision of the Plan, a Participant may elect to invest his Diversification Account pursuant to Section (4)(a)(ii).

(ii) The amount to which an election under subsection (a)(i) applies may be invested in any manner that would be permitted under Article IX if such amount were attributable to Before-Tax Contributions, provided that for purposes of such an investment election, the total amount potentially subject to the election shall be treated as the Participant's entire Account. All amounts that are attributable to an actual election under subsection (a)(i) and to an investment under the preceding sentence may be further invested in any manner that would be permitted under Article IX if such amounts were attributable to Before-Tax Contributions, provided that for this purpose, the total amounts attributable to elections under subsection (a)(i) shall be treated as the Participant's entire Account.

(b) With respect to any Participant, amounts invested under subsection (a) (and the earnings attributable to such amounts) shall, to the extent attributable to the Stock Bonus

Component, be included in the Profit-Sharing Component, except that amounts invested under subsection (a) in the Company Stock Fund or the ESOP Fund shall be included in the Stock Bonus Component.

(c) For purposes of this Section (4), an amount shall be treated as invested under subsection (a) with respect to a Participant only if such Participant has, at one or more times, invested such amount in an Investment Fund other than the ESOP Fund.

(5) DIVIDENDS ON SHARES:

(a) All Allocated Dividends with respect to Shares in the ESOP Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, at the election of the Participant (or, in the case of a deceased Participant, his Beneficiary) either (x) be retained in the Account of the applicable Participant or Beneficiary and reinvested in Company Stock, subject to the otherwise applicable provisions of this Plan, or (y) be paid out to the applicable Participant (or, in the case of a deceased Participant, his Beneficiary) at such time and in such manner as established by the Corporation (but not later than the date that is 90 days after the last day of the Plan Year in which such dividends were paid). Any election by a Participant or Beneficiary pursuant to this Section (5)(a) shall be made in accordance with rules and procedures established by the Plan Administrator. In the event a Participant or his Beneficiary does not properly make an election pursuant to this Section (5)(a), such Participant or Beneficiary will be deemed to have elected to have such Allocated Dividends retained in his Account.

Allocated Dividends with respect to Shares in the Company Stock Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, be either retained in the Account of the applicable Participant, subject to the otherwise applicable provisions of this Plan, or, if elected by the Participant (or, in the case of a deceased Participant, his Beneficiary) for a Plan Year, be paid out to the applicable Participant (or, in the case of deceased Participant, his Beneficiary) at such time and in such manner as established by the Corporation (but not later than the date that is 90 days after the last day of such Plan Year). Any election by a Participant pursuant to this Section (5)(a) shall be made in accordance with rules and procedures established by the Plan Administrator. In the event a Participant does not properly make an election pursuant to this Section (5)(a), such Participant will be deemed to have elected to have such Allocated Dividends retained in his Account.

(b) An Allocated Dividend shall be treated as made with respect to a Share in the ESOP Fund if and only if such Share were held in the ESOP Fund on the record date for such Allocated Dividend. Correspondingly, an Allocated Dividend shall be treated as made with respect to a Share in the Company Stock Fund if and only if such Share were held in the Company Stock Fund and in the ESOP Feature on the record date for such Allocated Dividend.

(c) All Unallocated Dividends shall be used to repay an Acquisition Loan the proceeds of which were used to acquire the Leveraged Shares to which the Unallocated Dividends relate. The Leveraged Shares released from the Loan Suspense Account due to such repayment shall be allocated as described under Section (1)(d).

(6) VALUATION OF COMPANY STOCK:

Company Stock held in Participants' Accounts shall be valued in such manner and as of each Valuation Date or such other dates as may be prescribed by the Plan Administrator in its sole and absolute discretion. To the extent the Corporation issues shares of Company Stock to be allocated to Participants' Accounts in connection with the operation of the Plan, the shares issued by the Corporation shall be valued using the closing price for Company Stock as reported on the New York Stock Exchange on the date the shares are allocated to Participant Accounts. If no such price is available, the most recent closing price for Company Stock on the New York Stock Exchange will be used. Valuations of Company Stock which is not readily tradable on an established securities market shall be made in good faith by an independent appraiser appointed by the ESOP Trustee. Such independent appraiser shall meet requirements similar to those contained in Treasury Regulations under Section 170(a)(1) of the Code.

(7) TENDER/VOTING OF COMPANY STOCK

(a) Tender for Stock. All tender or exchange decisions with respect to Company Stock held in either the ESOP Fund or the Company Stock Fund by the Plan shall be made in accordance with the following provisions of this Section:

(i) In the event an offer is received by the Plan (including a tender offer for Shares subject to Section 14(d)(1) of the Securities Exchange Act of 1934 or subject to Rule 13e-4 promulgated under that Act, as those provisions may from time to time be amended) to purchase or exchange Shares held in either the ESOP Fund or the Company Stock Fund by the Plan (an "Offer"), the ESOP Trustee will advise each Participant who has part or all of his Account invested in the ESOP Fund or the Company Stock Fund of the terms of the Offer as soon as practicable after its commencement and will advise each Participant as to the procedures with a form by which he may instruct the ESOP Trustee confidentially whether or not to tender or exchange Shares allocated to his Account (including fractional Shares to 1/10th of a Share). The materials furnished to the Participants shall include (A) a notice from the ESOP Trustee that the ESOP Trustee will not tender or exchange Shares for which timely instructions are not received by the ESOP Trustee and (B) related documents provided generally to the shareholders of the Corporation pursuant to the Securities Exchange Act of 1934. LMIMC and the ESOP Trustee may also provide Participants with such other material concerning the Offer as the ESOP Trustee or LMIMC in its sole and absolute discretion determine to be appropriate, provided, however, that prior to any distribution of materials by LMIMC, the ESOP Trustee shall be furnished with complete copies of all materials. The Corporation and LMIMC will cooperate with the ESOP Trustee to ensure that Participants receive the requisite information in a timely manner. Notwithstanding anything contained herein to the contrary, in the event an Offer is issued by a person or entity other than the Corporation, prior to distributing materials under this Section (7), the ESOP Trustee may require that the issuer advance sufficient funds as are necessary to cover the cost of distributing materials to, and soliciting responses from, Participants.

(ii) The ESOP Trustee shall tender or not tender Shares or exchange Shares held in either the ESOP Fund or the Company Stock Fund and allocated to a Participant's

Account (including fractional Shares to 1/10th of a Share) only to the extent instructed by the Participant. If tender or exchange instructions for Shares held in either the ESOP Fund or the Company Stock Fund and allocated to a Participant's Account are not timely received by the ESOP Trustee, the ESOP Trustee will treat non-receipt as a direction not to tender or exchange such Shares.

(iii) A Participant who has ESOP Match Stock held in the ESOP Fund and allocated to his Participant's Account and who is entitled to direct the Trustee whether or not to tender or exchange Shares held in the ESOP Fund and allocated to his Account shall separately direct the ESOP Trustee with respect to the tender or exchange of a portion of the Shares held in the ESOP Fund that are unallocated to any Participant's Account. Such direction shall be with respect to the number of unallocated Shares held in the ESOP Fund multiplied by a fraction, the numerator of which is the number of Shares of ESOP Match Stock held in the ESOP Fund and allocated to the Participant's Account and the denominator of which is the total number of Shares of ESOP Match Stock held in the ESOP Fund and allocated to the Accounts of all Participants. Fractional Shares shall be rounded to the nearest 1/10th of a Share. If tender or exchange instructions for Shares held in the ESOP Fund and not allocated to a Participant's Account are not timely received by the ESOP Trustee, the ESOP Trustee will treat non-receipt as a direction to not tender or exchange such Shares.

(iv) In the event, under the terms of an Offer or otherwise, any Shares tendered for sale or exchange pursuant to such Offer may be withdrawn from such Offer, the ESOP Trustee shall follow instructions respecting the withdrawal of the securities from the Offer in the same manner and the same proportion as shall be timely received by the ESOP Trustee from the Participants entitled under this Section (7) to give instructions for the sale or exchange of securities pursuant to such Offer.

(v) (A) In the event that an Offer for fewer than all of the Shares held in the ESOP Fund and the Company Stock Fund by the Plan is received, a Participant who has been allocated Shares in the ESOP Fund and the Company Stock Fund subject to such Offer shall be entitled to direct the ESOP Trustee as to the acceptance or rejection of the Offer (as provided by paragraphs (i)-(iv) of this Section (7)(a)) with respect to the largest portion of the Company Stock in the ESOP Fund and the Company Stock Fund and allocated to his Account as may be possible, given the total number or amount of Shares that may be sold or exchanged pursuant to the Offer, based upon the instructions received from all other Participants who timely submit instructions pursuant to this Section (7) to sell or exchange Shares pursuant to such Offer, each on a pro rata basis in accordance with the number or amount of such Shares in the ESOP Fund and the Company Stock Fund and allocated to the Participant's Account that the Participant instructs the ESOP Trustee to tender or exchange.

(B) In the case of an Offer described in subparagraph (A), the provisions of paragraph (iii) shall apply to the portion of the Shares in the ESOP Fund that are unallocated to any Participant's Account, except that the reference in the second sentence of paragraph (iii) to "the number of unallocated Shares in the ESOP Fund" shall be deemed to be instead a reference to the excess (if any) of (I) the number of Shares in the ESOP Fund for which

the Offer is made (the "Number of Offer Shares") over (II) the number of Shares in the ESOP Fund for which there has been an acceptance under subparagraph (A) (the "Number of Allocated Shares Accepted"). This subparagraph (B) shall apply if and only if the Number of Offer Shares exceeds the Number of Allocated Shares Accepted.

(vi) In the event an Offer is received and instructions are solicited from Participants pursuant to paragraphs (i)-(v) of this Section (7)(a) regarding such Offer, and prior to termination of such Offer, another Offer is received by the Plan for the securities subject to the first Offer, the ESOP Trustee shall use best efforts under the circumstances to solicit instructions from the Participants (A) with respect to securities tendered for sale or exchange pursuant to the first Offer, whether to withdraw such tender, if possible, and, if withdrawn, whether to tender securities withdrawn for sale or exchange pursuant to the second Offer and (B) with respect to securities not tendered for sale or exchange pursuant to the first Offer, whether to tender such securities for sale or exchange pursuant to the second Offer. The ESOP Trustee shall follow all instructions received in a timely manner from Participants in the same manner and in the same proportion as provided in subsections (i)-(v) of this Section (7)(a). With respect to any further Offer for any Company Stock received by the Plan and subject to any earlier Offer (including successive Offers from one or more existing offerors), the ESOP Trustee shall act in the same manner as described above.

(vii) A Participant's instructions to tender or exchange Shares will not be deemed a withdrawal or suspension from the Plan or a forfeiture of any portion of the Participant's interest in the Plan. Participants are designated Named Fiduciaries for the purposes of making tender or exchange decisions with respect to (A) Shares in their Diversification Account, and (B) Shares in the ESOP Fund that are not allocated to any Participant's Account, provided that subparagraph (A) shall not apply to any Shares that are treated as part of a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision).

(viii) Cash received in exchange for tendered Shares will be credited to the Account of the Participant whose Shares were tendered and will be used by the ESOP Trustee to purchase Company Stock, as soon as practicable. In the interim, the ESOP Trustee will invest such cash in short-term investments permitted under the Trust.

(ix) The instructions received by the ESOP Trustee from Participants shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The ESOP Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(b) Voting of Stock. Voting rights on Shares held by the Plan shall be exercised in accordance with the following provisions of this Section:

(i) As soon as practicable before each annual or special shareholders' meeting of the Corporation, the ESOP Trustee shall furnish each Participant with a copy of the proxy solicitation material sent generally to shareholders, together with forms requesting confidential instructions on how the Shares held in the ESOP Fund and the Company Stock Fund and allocated to a Participant's Account are to be voted. The Corporation and LMIMC shall cooperate with the ESOP Trustee to ensure that Participants receive the requisite information in a timely manner. The materials furnished to the Participants shall include a notice from the ESOP Trustee that Shares for which timely instructions are not received by the ESOP Trustee will be voted by the ESOP Trustee in proportion to those Shares for which timely instructions were received from Participants except to the extent that the ESOP Trustee determines that to vote the Shares in such manner would not be consistent with ERISA. Notwithstanding anything contained herein to the contrary, in the event a person or entity other than the Corporation solicits proxies from shareholders of the Corporation, prior to distributing materials under this Section (7)(b), the ESOP Trustee may require that the proxy solicitor advance sufficient funds as are necessary to cover the cost of the distributing materials to, and soliciting instructions from, Participants.

(ii) With respect to all corporate matters submitted to shareholders, all Shares in the ESOP Fund and the Company Stock Fund and allocated to Participants' Accounts shall be voted in accordance with the directions of Participants as given to the ESOP Trustee. A Participant shall be entitled to direct the voting of Shares (including fractional Shares to 1/10th of a Share) held in the ESOP Fund and the Company Stock Fund and allocated to his Account. If, however, voting instructions for Shares in the ESOP Fund or the Company Stock Fund and allocated to a Participant's Account are not timely received by the ESOP Trustee for a particular shareholder's meeting, the Shares shall be voted by the ESOP Trustee in proportion to those Shares in the applicable Fund for which timely instructions were received from Participants except to the extent that the ESOP Trustee determines that to vote the Shares in such manner would not be consistent with ERISA.

(iii) A Participant who has ESOP Match Stock held in the ESOP Fund and allocated to his Participant's Account and who is entitled to vote on matters presented for a vote by the stockholders under Section (7)(b)(ii) above with respect to Shares held in the ESOP Fund and allocated to his Account shall separately direct the ESOP Trustee with respect to the vote of a portion of the Shares held in the ESOP Fund that are unallocated to any Participant's Account. Such direction shall be with respect to the number of votes equal to the total number of votes attributable to Shares held in the ESOP Fund and not allocated to any Participant's Account multiplied by a fraction, the numerator of which is the number of votes attributable to ESOP Match Stock held in the ESOP Fund and allocated to the Participant's Account and the denominator of which is the total number of votes attributable to the ESOP Match Stock held in the ESOP Fund and allocated to the Accounts of all Participants. Any unallocated Shares in the ESOP Fund for which no timely instructions have been received by the ESOP Trustee shall be voted by the ESOP Trustee in proportion to the unallocated Shares in the ESOP Fund as to which

instructions have been received. Fractional Shares shall be rounded to the nearest 1/10th of a Share.

(iv) The instructions received by the ESOP Trustee from Participants shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The ESOP Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(c) Beneficiary. In the case of a deceased Participant, this Section shall apply to the Participant's Beneficiary.

(d) Rights with Respect to Other Securities. The Trustee shall vote, tender, and exercise other rights for any securities held by the Plan other than Company Stock in accordance with the directions of the applicable Investment Manager.

(8) QUALIFICATION OF ESOP FEATURE:

In the event that an ESOP Contribution is conditioned upon initial qualification of the ESOP Feature under Code Section 401(a) and the ESOP Feature does not so qualify, the contribution may, to the extent permitted by law, be returned to the Corporation within one year after the denial of qualification.

(9) CONFLICTED PARTICIPANTS:

(a) Notwithstanding the foregoing provisions of this Article VIII, a Participant who is determined by the Plan Administrator to be a "Conflicted Participant" (as defined in subsection (b) below) may make a "Conflict Exception Election" with respect to his entire Account. For purposes of this Section (9), a "Conflict Exception Election" shall mean that the Participant elects that (i) his entire Account (including that portion of the Account that is invested in the ESOP Fund as of the day prior to the effective date of the Conflict Election) be invested in one or more of the Investment Funds permitted under the Plan with respect to Before-Tax Contributions (as elected by the Participant), but excluding the ESOP Fund, Company Stock Fund, or other Investment Fund which involves direct ownership by the Participant of Company Stock, and (ii) for the entire period that the Participant remains a Conflicted Participant, all Contributions (including Matching Contributions) to the Plan made by or on behalf of the Conflicted Participant will be made to one or more of the Investment Funds permitted under the Plan with respect to Before-Tax Contributions (as elected by the Participant), but excluding the ESOP Fund, Company Stock Fund, or other Investment Fund that involves direct ownership by the Participant of Company Stock.

(b) For purposes of this Section, “Conflicted Participant” shall mean a Participant who satisfies all of the following:

(i) The Participant has notified the Plan Administrator in writing that he desires to make a Conflict Exception Election,

(ii) The Participant has provided proof to the Plan Administrator that the Participant’s spouse or other close relative (a “Relation”) holds a position with (or has accepted a position with) a governmental entity, agency, or instrumentality (including a branch of the United States military services) (cumulatively a “Government Employer”), and that such Government Employer has determined or indicated that the Participant’s ownership of or interest in Company Stock through the Plan would constitute a conflict of interest precluding the Relation from continuing in his position with (or from accepting an offered position with) the Government Employer or subjecting the Relation to penalty or sanction. Such proof shall include either a letter or directive from the Government Employer setting forth its position that a conflict of interest (as described in the preceding sentence) exists or a sworn Affidavit from the Participant establishing the existence of a conflict of interest (as described in the preceding sentence), and

(iii) The Participant has agreed to notify the Plan Administrator of any change in circumstances (including a termination or change in the Relation’s employment) which might result in elimination of the conflict of interest.

(c) In order to remain a Conflicted Participant, a Participant must provide to the Plan Administrator at least once each calendar year, in a form prescribed by the Plan Administrator, verification that the circumstances described in subsection (b)(ii) above continue to apply to the Participant. In the event that the Plan Administrator determines that the circumstances described in subsection (b)(ii) above no longer apply to a Participant, any Conflict Exception Election shall thereafter become void, and Matching Contributions will thereafter be made in accordance with the Plan without regard to this Section.

## Article IX.

## PARTICIPANT ACCOUNTS

(1) RECORDS, ALLOCATIONS, AND INVESTMENTS:

(a) (i) An Account shall be established for each Participant. The Plan Administrator shall keep appropriate books and records showing the respective interests of all the Participants hereunder, or the Plan Administrator may delegate that responsibility to the Trustee or to a third party recordkeeper.

(ii) Except for the ESOP Fund and the Company Stock Fund, LMIMC shall have the authority, in its sole and absolute discretion, to (A) designate funds as Investment Funds, (B) add or delete Investment Funds, and (C) prescribe any necessary or appropriate rules regarding the availability of Investment Funds. For example, LMIMC has the authority to prescribe rules limiting the availability of an Investment Fund (other than the ESOP Fund and the

Company Stock Fund) prior to the liquidation of the Plan's investment in such Investment Fund. Another example of LMIMC's authority is that the availability of an Investment Fund (other than the ESOP Fund or the Company Stock Fund) to one or more Participants may be limited in any ways permissible under applicable law.

The ESOP Fund and the Company Stock Fund shall be included among the Investment Funds. The ESOP Fund and Company Stock Fund shall be invested exclusively in Company Stock (except to the extent that liquidity is determined by the Investment Manager to be required to effect stock purchases, sales, distributions and other transactions of the Fund), without regard to (A) the diversification of assets, (B) the risk profile of the Company Stock, (C) the amount of income provided by the Company Stock, or (D) the fluctuation in the fair market value of Company Stock, unless the Independent Fiduciary in its sole discretion, determines that continuing to invest in Company Stock is imprudent under ERISA. Notwithstanding any other provision of the Plan, the Independent Fiduciary shall at all times have the exclusive authority and control with respect to the ESOP Fund and Company Stock Fund, to be invested in accordance with this paragraph. The Independent Fiduciary shall be a named fiduciary within the meaning of ERISA Section 402(a)(2) with respect to the ESOP Fund and the Company Stock Fund to the extent of its duties and responsibilities described in this Article. In its capacity as Independent Fiduciary, the Independent Fiduciary shall have no authority or responsibility with respect to the administration of the Plan or the management of any investment other than the Company Stock Fund and the ESOP Fund. The Independent Fiduciary shall have the following powers with respect to the Company Stock Fund and the ESOP Fund, which it shall exercise consistent with the investment mandate and presumption described in this paragraph:

(A) To impose any limitation or restriction on the investment of Plan accounts in the ESOP Fund or the Company Stock Fund to the extent consistent with ERISA;

(B) To direct the sale or other disposition of all or any portion of the Company Stock held in the ESOP Fund or the Company Stock Fund;

(C) To direct the reinvestment of the proceeds from any sale or other disposition of Company Stock in short-term cash equivalent investments in the ESOP Fund or the Company Stock Fund;

(D) To communicate with participants of the Plan from time to time regarding the matters within the Independent Fiduciary's purview; and

(E) To instruct the Trustee and/or applicable Investment Manager as necessary for it to carry out these responsibilities.

Notwithstanding the foregoing, the Corporation reaffirms its intent that the ESOP Fund and the Company Stock Fund shall continue to be Investment Funds under the Plan and exclusively invested in Company Stock unless the Independent Fiduciary determines in its sole discretion that continuing to invest in Company Stock is imprudent under ERISA. The Corporation further clarifies and confirms that it intended to align the interests of its shareholders and Participants by

establishing the ESOP Fund and the Company Stock Fund, and any action that frustrates that purpose is contrary to this intent.

(iii) The Plan is intended to constitute a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision) with respect to all amounts allocated to Participants' Accounts. The Plan shall be interpreted and construed in accordance with this intent.

(b) Matching, Before-Tax, After-Tax, Nonelective, and Rollover Contributions, QNECs, and Transferred Amounts made by or on behalf of a Participant shall be allocated to the Participant's Account in a manner consistent with applicable requirements.

(2) INVESTMENT ELECTIONS:

(a) Except as otherwise provided in this Plan, each Participant must elect, at the time the Participant's Account is established, the Investment Fund or Funds in which Investment Contributions will be invested. Such election must be made in increments of 1%; the 1%-increment requirement shall be applied uniformly with respect to the entire amount of any Investment Contribution.

(b) Notwithstanding the foregoing provisions of this Article IX, the Trustee may, in its sole and absolute discretion, invest amounts in money market funds, checking accounts, or the like, pending investment or disbursement or as is necessary to satisfy the liquidity requirements of the Trust.

(c) (i) Except as otherwise provided in this Plan, a Participant may elect to change the Investment Funds in which future Investment Contributions will be invested subject to the same 1%-increment rule set forth in Section (2)(a).

(ii) Subject to subsection (d), a Participant may elect to change the Investment Funds in which his Account is invested. Such election is not required to correspond in any fashion with the election in effect with respect to the Participant under subsection (a) or (c)(i). Such an election must be made in increments of 1% and shall be applied uniformly with respect to the Participant's entire Account (to the extent subject to this paragraph (ii)). Elections under this subsection (c)(ii) may be made at any time. However, a Participant may not change investment funds more than six times in any calendar quarter.

(iii) Any change pursuant to this subsection (c) is to be made by application to the Plan Administrator in a manner designated by the Plan Administrator for that purpose. Any change of Investment Funds for future contributions under subsection (c)(i) will be effective within an administratively reasonable time after receipt of the Participant's investment election change in accordance with the procedures established by the Plan Administrator. Reinvestment of all or part of an existing Account balance will be effective as of the close of business of the day that the Plan Administrator receives the investment election, in accordance with the procedures established by the Plan Administrator (or as of the close of business of the next business day if the day on which the election is received is not a business day); provided that if an election is received after the time designated by the Plan Administrator as the deadline for

making changes effective, such investment election shall be effective as of the close of business of the next business day after the Plan Administrator receives the investment election.

An investment change election under subsection (c)(ii) may be in the form of a "Reallocation", whereby the Participant elects the percentage (in 1% increments) of his Account to be invested in each Investment Fund (other than the Self-Directed Brokerage Account Option set forth in Section (6) below), or a "Spot Transfer", whereby the Participant elects to transfer a specific dollar amount or percentage of funds (in 1% increments) invested in a particular Investment Fund to another Investment Fund designated by the Participant. The Plan Administrator may establish such rules and procedures as it deems advisable with respect to reallocations and spot transfers including establishing minimum amounts for reallocation and transfer, and similar matters. Any reinvestment election under this subsection (c) shall be subject to and in accordance with such rules and procedures.

(d) Amounts that are attributable to ESOP Contributions or invested in the Company Stock Fund may be reinvested, under the rules otherwise applicable under Section (1) and this Section (2), in another Investment Fund at the direction of the Participant to whose Account such amounts are allocated. A Participant's investment election in the Investment Funds shall apply uniformly to the Participant's entire Account. Matching Contributions are to be made in cash.

(e) Subject to Article VIII, except where there is an existing default election in effect for a Participant and except as otherwise determined by LMIMC in connection with Transferred Amounts, if a Participant does not designate an Investment Fund for amounts to be allocated to his Account or designates an Investment Fund that is not available for investment by him hereunder, such amount shall be invested the Target Date Fund (as defined in the summary plan description or applicable Summary of Material of Modifications for the Plan) corresponding to the year beginning on the date closest to the Participant's estimated retirement age of 65 (the "Default Investment Option"), subject to reinvestment under Section (1) and this Section (2).

(f) This subsection (f) will apply with respect to any investment elections by a Participant under Article IX(2)(c)(ii), relating to changes in the Investment Funds in which his Account is invested, including a transfer between another Investment Fund and the Self-Directed Brokerage Account option as set forth in Article IX(6)(b) (cumulatively an "Account Change Election").

(i) Subject to Article IX(3), a Participant may make no more than six Account Change Elections in any calendar quarter. In addition to the other provisions of this subpart (f)(i), if a Participant makes an Account Change Election in accordance with Article IX(2)(c)(ii) and this subpart (f)(i) to transfer all or part of his Account Balance from an Investment Fund (referred to herein as the "Transferring Fund") to another Investment Fund, then (x) during the 15 day period beginning on the day after the Account Change Election is effective (the "15 Day Waiting Period") such Participant may not make another Account Change Election (either through a Reallocation or Spot Transfer) which would involve the purchase of additional units of the Transferring Fund with respect to his Account. A Participant may make Spot Transfers (as defined in Article IX(2)(c)(iii)) from the Company Stock Fund or the ESOP Fund to other Investment Funds (including the SDBA Option), which transfers shall not count

towards the limit on Account Change Elections set forth above. With respect to amounts invested in a Default Investment Option pursuant to Section 2(e) of this Article, a Participant may during the "Initial Default Period" transfer all or part of such amount into one or more of the other Investment Funds offered under the Plan without regard to the foregoing. For this purpose, the "Initial Default Period" shall mean the 120-day period beginning on the date an amount was first invested in the Default Investment Option pursuant to Section (2)(e) of this Article.

(ii) Nothing in (f)(i) above shall limit the authority of LMIMC as set forth in Article IX(1)(a)(ii) and Article XII of the Plan or the authority of the Plan Administrator as set forth in Article IX and XII of the Plan, including the authority to develop and implement rules and procedures.

(3) RESTRICTIONS ON TRANSACTIONS:

(a) Notwithstanding anything to the contrary in Section (1) or (2), the Trustee or any Investment Manager may limit the daily volume of transactions with respect to any Investment Fund or decline to carry out any investment direction in order to act consistently with its responsibilities under all applicable laws or to avoid a prohibited transaction or the generation of taxable income to the Trust. The Trustee or any Investment Manager also may not complete a Plan transaction on the day such transaction would otherwise be completed under this Plan for other reasons that are appropriate in the sole and absolute discretion of the Trustee or the Investment Manager, taking into account their duties under ERISA. Such a reason could include, for example, a suspension of trading in an asset important to one of the Investment Funds or a major disruption of a securities market. Restrictions under this subsection (a) may apply to any transaction under the Plan, including transfers between Investment Funds, withdrawals, loans, and distributions.

If a transaction that is consistent with applicable law and with the provisions of this Plan is not completed on the day that it would otherwise have been completed under the Plan, the transaction shall be completed as soon as administratively practicable.

(b) In addition, notwithstanding anything herein to the contrary, transactions by a Participant or Participants may be restricted to the extent deemed necessary or appropriate, in the sole and absolute discretion of the Corporation, to comply with applicable laws, including but not limited to the federal securities laws. These restrictions could limit transfers of Account balances into or out of the Company Stock Fund or ESOP Fund. Also, the portion of such a restricted Participant's Account that is invested in the Company Stock Fund or the ESOP Fund shall not be available for withdrawal prior to the Participant's death or Termination of Employment or for a loan under Article XI.

(4) CONFIDENTIALITY REGARDING COMPANY STOCK:

Information relating to the purchase, holding, and sale of Company Stock, and the exercise of voting, tender, and similar rights with respect to Company Stock shall be held by the ESOP Trustee in strict confidence and shall not be divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or

required by law. The ESOP Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(5) VALUATION OF ACCOUNTS:

(a) As of any applicable date, the value of each Account shall be expressed in terms of Units in the applicable Investment Fund. The Unit Value shall be determined separately for each Investment Fund. The Unit Value of any Investment Fund shall be determined by dividing the market value of the assets in the Investment Fund by the total number of Units in the Fund.

(b) All deposits made to an Investment Fund shall be converted into Units by dividing the dollar amount of such deposit by the value of one Unit in the Investment Fund determined as of the Valuation Date on which the deposits are made.

(6) SELF-DIRECTED BROKERAGE ACCOUNT

(a) In addition to other Investment Funds made available under the Plan, there shall be available a Self-Directed Brokerage Account option ("SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance in stocks, mutual funds, or bonds of the Participant's choosing. For purposes of this Section, "Transferable Account Balance" shall mean the balance that may be reinvested under Article IX(2) of the Plan (excluding Roth Deferral Contributions, rollovers of Roth amounts and In-Plan Roth Rollovers).

In addition to the other Investment Funds and the non-Roth SDBA Option in the Plan, there shall be available a Roth Self-Directed Brokerage Account option ("Roth SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance derived from Roth Deferral Contributions, including rollovers of Roth amounts and In-Plan Roth Rollovers, in stocks, mutual funds, or bonds of the Participant's choosing. The provisions of the Plans and the fee schedules relating to the SDBA Option shall be applied separately to the Roth SDBA Option (including In-Plan Roth Rollover amounts) except as follows:

(i) The $500 minimum initial transfer amount may be divided between the non-Roth SDBA Option and the Roth SDBA Option in the Plan; and

(ii) A Participant must have a minimum account balance of $1,000 in order to open a non-Roth SDBA Option account or a Roth SDBA Option account or both.

In the event that a Participant's account in the SDBA Option is credited with trailing dividends, residual interest credits, or any other similar amounts held in a cash account (collectively "residual payments") after the date on which the Participant transferred his entire balance in the SDBA Option to another investment option in the Plan, such residual payments will be transferred to the Stable Value Fund in the Plan on a periodic basis. This provision shall apply only if the post-transfer SDBA credits are the only funds remaining in the Participant's account in the SDBA Option at the time of the transfer to the Stable Value Fund.

(b) The SDBA Option shall be considered an Investment Fund for purposes of Article IX(1)(a)(iii) and for purposes of Spot Transfers (but not Reallocations) under Article IX(2)(c)(ii)

of the Plan. Notwithstanding the foregoing, no Investment Contribution may be made directly to the SDBA Option and amounts the Participant desires to invest through the SDBA Option must be first transferred to the SDBA Option from an Investment Fund(s) pursuant to Article IX(2). A Participant's initial Spot Transfer from an Investment Fund(s) to the SDBA Option must be in an amount of at least $500, and any subsequent transfer from an Investment Fund(s) must be in an amount of at least $500. Transfers from the SDBA Option to another Investment Fund(s) shall be made by first selling assets in the SDBA Option and transferring the money to another Investment Fund(s) in accordance with procedures established by the Plan Administrator. This Section (6)(b) shall take precedence over any contrary provision of the Plan.

(c) The Plan Administrator shall establish rules and procedures with respect to the operation of the SDBA Option, including rules and procedures regarding transfer of Account Balances to the SDBA Option, and similar matters related to the operation of the SDBA Option. Any election to direct investments through the SDBA Option shall be subject to and in accordance with rules and procedures established by the Plan Administrator.

(d) A Participant who elects to direct investments through the SDBA Option may, from time to time, place an order or orders with the Trustee or person designated by the Trustee for the assets the Participant desires to have purchased for his Account. Subsequent investments through the SDBA Option shall be made by the Participant and shall be paid for with funds in the Participant's SDBA Option and shall be delivered directly to the Trustee. Assets in the SDBA Option will be charged a proportionate share of Plan administrative expenses. Such share shall be determined daily based on the market value of assets in the Participant's SDBA Option, with expenses charged on a monthly basis to the Participant's other Investment Funds as a reduction in applicable units owned. In addition, brokerage commissions and other transaction fees associated with the SDBA Option shall be paid with funds from the Participant's SDBA Option in accordance with rules and procedures established by the Plan Administrator.

(e) No distribution, withdrawal, or loan may be made directly from assets in the SDBA Option and amounts in the SDBA Option shall not be included for purposes of determining any limits on the amount of any loan or withdrawal which may be available under the Plan; provided, however, that a lump sum distribution on account of Termination of Employment may be made directly form the assets in the SDBA Option. This Section (6)(e) shall take precedence over any contrary provision in the Plan.

(f) (1) A Participant may not make an Account Change Election under IX(2)(c)(ii) which involves the transfer of any amount (whether through Reallocation or Spot Transfer) directly from the Investment Fund designated as the Stable Value Fund (the "Stable Value Fund") to the Self-Directed Brokerage Account Option, and (2) if a Participant makes an Account Change Election under IX(2)(c)(ii) which involves the transfer of an amount from the Stable Value Fund to one of the other Investment Funds (other than the SDBA Option), such amount transferred from the Stable Value Fund shall be designated as "non-SDBA transferable" for a period beginning on the effective date of the Account Change Election and ending 90 days thereafter, and during such 90 day period may not be transferred to the SDBA Option.

## Article X.

## ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER

(1) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: TERMINATION AND DEATH:

(a) Except as otherwise provided herein, a Participant shall be eligible to receive the entire amount to the credit of his Account in the event of the Participant's Termination of Employment, provided that an event shall not constitute a Termination of Employment with respect to any part of the Participant's Account unless such event is a Termination of Employment with respect to a Participant's entire Account. For this purpose, a Participant's Account shall not be treated as including any amounts previously transferred or distributed, even if such transfer or distribution is made after or on account of the same event.

(b) In the event of the death of a Participant, payment of such Participant's Account shall be made to his Beneficiary.

(c) New Distributable Event. A Participant's elective deferrals, qualified nonelective contributions, qualified matching contributions, and earnings attributable to these contributions shall be distributed on account of the Participant's severance from employment. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other than provisions that require a separation from service before such amounts may be distributed.

(d) A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XI(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any distribution from his Account pursuant to this Article X.

(2) ELIGIBILITY FOR DISTRIBUTION OF ACCOUNT: TRANSFERS OF EMPLOYMENT:

(a) If an Eligible Employee remains employed by the Employer but ceases to be an Eligible Employee, no further contributions shall be made to the Plan by or on behalf of such individual with respect to periods during which he is not an Eligible Employee. During the period during which such individual remains employed by the Employer, he shall not be treated as having had a Termination of Employment for purposes of the distribution provisions of this Plan.

(b) If a Participant remains employed by the Employer but ceases to be an Eligible Employee, the Account of such Participant may, in the sole and absolute discretion of the Plan Administrator, be transferred (other than in an Elective Transfer) to another plan maintained by the Employer, provided that such plan is qualified under Code Section 401(a) or 403(a).

(c) This subsection (c) shall only apply to a Participant who is among a group of individuals who by reason of the same event all (i) cease to be employed by the Employer and (ii) become employed by another employer for whom they are performing substantially the same

services that they performed for the Employer. The Account of a Participant to whom this subsection (c) applies shall be transferred, in whole or in part, to a plan maintained by such new employer if (A) such plan is qualified under Code Section 401(a) or 403(a), and (B) such transfer is provided for in a document (such as a purchase agreement in the case of a sale by the Employer of the assets of a trade or business) setting forth the legal and contractual obligations of the parties involved in the event. The transfer may be an Elective Transfer or a transfer that is not an Elective Transfer, as provided for in the document described in the preceding sentence.

(3) PAYMENT OF PARTICIPANT ACCOUNT:

(a) In General. This Section (3) shall apply except to the extent otherwise provided in this Plan.

(b) Immediate Lump Sum Payment. A Participant who is eligible for a distribution from the Plan pursuant to Section (1) may elect to receive a distribution by making an application therefore to the Plan Administrator in a manner designated by the Plan Administrator. In such application, the Participant may elect to receive a distribution of his entire Account as a lump sum as soon as practicable after the application is received by the Plan Administrator and in accordance with the Plan's normal processing standards and procedures. The Valuation Date for the distribution will be the day on which the Participant's payment record is processed for distribution by the Plan Administrator.

(c) Installment Payments. In the application described in subsection (b), a Participant who is eligible for a distribution under Section (1) may elect to have his Account paid to him in:

(i) Monthly installments, the number of which must be multiple of 12 and may not exceed the lesser of (A) 300 or (B) the number of months until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(ii) Quarterly installments, the number of which must be multiple of four and may not exceed the lesser of (A) 100 or (B) the number of quarters until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iii) Semi-annual installments, the number of which must be multiple of two and may not exceed the lesser of (A) 50 or (B) the number of six-month periods until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iv) Annual installments, the number of which must be a multiple of one and may not exceed the lesser of (A) 25, or (B) the number of years until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)).

Any election under Section (3)(c) may not be modified by the Participant except to the extent permitted under Section (3)(d).

(d) Installment Payment Methodology. Installment payments described in subsection (c) shall be subject to the following provisions:

(i) The first monthly, quarterly, semi-annual, or annual payment will be made as soon as practicable after the Participant's application is received by the Plan Administrator. Except to the extent required to satisfy subsection (d)(vi), the amount of each payment will be determined by dividing the value of the Participant's Account balance by the number of payments remaining in the payment schedule.

(ii) Each Participant who elects the installment option may also elect to make interim withdrawals at any time after the payment of the first installment has been made; provided that a Participant who elects any interim withdrawal may not make another interim withdrawal in the same calendar year as the Participant's prior interim withdrawal; provided further that this subsection (d)(ii) shall not apply in the case of a deemed election described in subsection (e).

(iii) A Participant who elects the installment option may elect to receive a lump sum distribution of the balance of his Account at any time.

(iv) In the event the Participant dies prior to a complete distribution of his Account, the balance of his Account will be paid in a single sum payment to his Beneficiary in accordance with subsection (g) below.

(v) All payments under this subsection (d) shall be valued as of the day on which the payment is processed for distribution by the Plan Administrator.

(e) Age 70 1/2. Notwithstanding anything to the contrary in this Section (3), if (i) a Participant is eligible for a distribution from the Plan under Section (1) and (ii) the Plan Administrator has not received a proper distribution application from the Participant by the Applicable Date, the Participant shall be deemed to have made an election under Section (3)(c)(iv) on the Applicable Date to receive his distribution in 13 annual installments; provided that to the extent required by Article X(7)(c), there shall be less than 12 months between any two installments. For purposes of this subsection (e), the term "Applicable Date" shall mean the latest of (A) the attainment of age 70 1/2, (B) December 15 of the Plan Year in which the Participant has a Termination of Employment, or (C) the date that is 30 days after a notice is sent to the Participant by the Plan Administrator informing him of the applicability of the distribution form described in this subsection (e) if a proper distribution application is not received by the

Applicable Date. The figure “13” in the second preceding sentence shall be reduced by one for each year (or fraction thereof) by which the Participant’s age on the Applicable Date exceeds age 70 1/2

(f) Limits on Distribution during Reemployment. Notwithstanding the foregoing, no distribution shall be made pursuant to this Section (3) if, at the time such distribution would be made, the Participant has been reemployed by the Employer as an Employee. Any further distribution shall be deferred until the Participant again qualifies for such a distribution under the terms of the Plan.

(g) Death Benefits. In the event of the death of a Participant, all amounts credited to his Account shall be distributed in a single payment to his Beneficiary as soon as practicable and in accordance with the Plan’s normal processing standards and procedures.

(4) MEDIUM OF DISTRIBUTION:

All distributions shall be made in cash. Notwithstanding the preceding, if a Participant or Beneficiary whose Account includes an interest in the Company Stock Fund and/or the ESOP Fund so elects in the manner prescribed therefore by the Plan Administrator, distribution of all or part of such interest shall be in Shares (with fractional Shares paid in cash).

(5) OTHER DISTRIBUTIONS:

In the event that a loan made to a Participant under Article XI is in default (as determined by the Plan Administrator under terms that are incorporated herein by reference) and the Plan Administrator determines, under terms that are incorporated herein by reference, that it is necessary for a distribution to be made under the Plan in order to cure such default and that such a distribution could be made under the terms of this Plan and Treasury Regulation § 1.401(k)-1(d) (or any applicable successor provision), the Plan Administrator, with notice to the Participant, shall cause a distribution to be made on behalf of the Participant under the Plan which shall be applied by the Plan Administrator to the unpaid balance of the loan, including accrued interest. Such distribution shall be charged against the security for the loan, as determined under Article XI(2)(h). Any such distribution shall be subject to whatever restrictions and other rules are applicable under Article VI, Article X, or other Plan provisions, as the case may be, except to the extent that the context clearly indicates otherwise.

(6) QUALIFIED DOMESTIC RELATIONS ORDERS:

The Plan shall comply with any order determined by the Plan Administrator to be a qualified domestic relations order (within the meaning of Code Section 414(p)). Notwithstanding the foregoing, a payment under a qualified domestic relations order may commence at the time set forth in the order, even if such time would be earlier than the date on which the amount would otherwise be payable to the Participant under the Plan.

The Plan Administrator shall establish reasonable procedures consistent with applicable rules to determine the qualified status of domestic relations orders and to administer distributions under

such qualified domestic relations orders (or the segregation of amounts pending determination of such status).

(7) ADDITIONAL DISTRIBUTION RULES:

(a) Distributions of Small Amounts.

(i) If a Participant has a Termination of Employment, and the value of his Account exceeds $5,000 (determined as of such times and in such manner as are required by Code Section 411(a)(11)), his Account will not be distributed to him prior to his attainment of age 70 1/2 without his written consent. Notwithstanding anything in this Plan to the contrary, if a Participant has a Termination of Employment, and the value of his Account does not exceed $5,000 (determined as of such times and in such manner as are required by Code Sections 411(a)(11) and 417), and if he does not elect a distribution of his entire Account under this Article X, his Account shall be distributed as soon as practicable, consistent with Plan administrative procedures, in a single sum without his consent.

For purposes of this Section (7)(a), the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings applicable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's account balance as so determined is $5,000 or less, the Plan shall distribute the Participant's entire nonforfeitable account balance in accordance with the second sentence of this section.

(b) Distribution Due Date. Unless a Participant elects otherwise, the distribution of the Participant's Account shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following dates occurs:

(i) the date on which the Participant attains age 65;

(ii) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or

(iii) the date on which the Participant has a Termination of Employment.

For purposes of this subsection (b), the failure by a Participant to submit to the Plan Administrator a proper distribution application in a timely fashion to receive a distribution by the day described in the preceding sentence shall be deemed to be an election by the Participant not to receive a distribution by such day.

(c) Minimum Distribution Requirements

(i) General Rule. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(ii) Time and Manner of Distribution.

(A) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.

(B) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(I) If the participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(II) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

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

(IV) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this section (c)(ii)(B), other than section (c)(ii)(B)(I), will apply as if the surviving Spouse were the Participant.

For purposes of this section (c)(ii)(B) and section (c)(iv), unless section (c)(ii)(B)(IV) applies, distributions are considered to begin on the Participant's Required Beginning Date. If section (c)(ii)(B)(IV) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under section (c)(ii)(B)(I). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under section (c)(ii)(B)(I)), the date distributions are considered to begin is the date distributions actually commence.

(C) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year, distributions will be made in accordance with sections (c)(iii) and (c)(iv). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(iii) Minimum Distributions During Participant's Lifetime.

(A) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(I) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401 (a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(II) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section (c)(iii) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

(iv) Required Minimum Distributions After Participant's Death.

(A) Death on or After Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(II) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) Death Before Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in section (c)(iv)(A).

(II) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(III) Death of Surviving Spouse before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under section (c)(ii)(B)(I), this section will apply as if the surviving Spouse were the Participant.

(v) Definitions.

(A) Designated Beneficiary. The individual who is designated as the beneficiary under Article I of the Plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-l, Q&A-4, of the Treasury regulations.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under section (c)(ii)(B). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(C) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(D) Participant's Account Balance. The Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(E) Required Beginning Date. Required beginning date means April 1 of the calendar year following the later of the calendar year in which the employee attains age 70 1/2, or the calendar year in which the employee retires.

(d) Rollovers to Other Plans.

(i) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section (7)(d), a Distributee may elect at the time and in the manner prescribed by the Plan 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.

(ii) For purposes of Section (7)(d)(i), the following rules apply:

(A) In the sole and absolute discretion of the Plan Administrator, a Direct Rollover may be made by any means permitted by Treasury Regulation § 1.401(a)(31)-1 Q/A-3, Q/A-4 (or any applicable successor provision).

(B) The Plan Administrator may, in its sole and absolute discretion, require, as a condition of making a Direct Rollover, that the Distributee electing the Direct Rollover provide such information or documentation as is permitted under Treasury Regulation § 1.401(a)(31)-1 Q/A-6 (or any applicable successor provision).

(C) The Plan Administrator may establish a deadline for a Distributee to elect a Direct Rollover, which deadline shall comply with all applicable requirements under the Code. To the extent permitted by law, such deadline may vary depending on the circumstances of the Distributee (such as whether Section (7)(c) applies to the Participant). Except as provided in section (7)(f), if a Distributee does not make any election by the applicable deadline, the Distributee shall be deemed to have elected not to have a Direct Rollover made.

(D) Subject to the other requirements set forth in this Section (7)(d), a Distributee may elect to have all or any portion of his Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(E) Any election to have a Direct Rollover made with respect to an Eligible Rollover Distribution must specify a single Eligible Retirement Plan to which the Direct Rollover shall be made.

(F) For purposes of this Plan, a Direct Rollover with respect to a Distributee shall be treated as a distribution or withdrawal with respect to such Distributee.

(G) If an Eligible Rollover Distribution is one payment in a series of periodic payments, and the Distributee elects to have some or all of such Eligible Rollover Distribution paid to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover, such election shall apply to all subsequent payments in the series; provided that the Distributee is permitted at any time to change the election with respect to subsequent payments in the series; provided further that any such change shall be treated as an election subject to this Section (7)(d)(ii)(G).

(iii) The provisions of this Section (7)(d) shall apply only to the extent required by the plan qualification rules of Section 401(a) of the Code.

(e) Investment Funds. In the event that the portion of the Participant's Account from which a distribution is made is invested in more than one Investment Fund at the time of such distribution, the amount distributed (subject to Section 72 of the Code) shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund.

(f) Default Rollover. Notwithstanding anything to the contrary in Article X(7)(a), in the event of a mandatory distribution (within the meaning of Code Section 411(a)(11) and 401(a)(31)(B)) greater than $1,000 in accordance with the provisions of Article X(7)(a), if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly as permitted under the Plan, the Plan Administrator will pay the distribution in a single lump sum direct rollover to an individual retirement plan designated by LMIMC.

(g) Direct Rollover Distributions (PPA).

(i) Nonspouse Beneficiary Rollovers. A designated beneficiary (as defined in Code section 401(a)(9)(E)) of a Participant who is not the surviving Spouse of the Participant may elect to roll over such distribution to an individual retirement plan described in Code section 402(c)(8)(B)(i) or (ii) established for the purpose of receiving such distributions.

(ii) Employee Contributions. The portion of an Eligible Rollover Distribution attributable to after-tax employee contributions that are not includible in gross income may be rolled over in a direct rollover distribution to an annuity contract described in Code section 403(b) provided that such contract provides for separate accounting of such after-tax contributions and earnings thereon.

(iii) Eligible Retirement Plan. The term Eligible Retirement Plan shall include a Roth IRA described in Code section 408A.

(8) VESTING:

(a) Except as otherwise provided in this Plan, all amounts credited to a Participant's Account shall be fully vested and nonforfeitable.

(b) Notwithstanding anything herein to the contrary, a portion of a Participant's Account that would be vested but for this subsection (b) (together with any income attributable to such portion) shall be forfeited (i) to the extent provided in Article III(10)(b) and Article III(10)(c), (ii) to the extent that such portion is attributable to a Matching Contribution that relates to an Excess Deferral Amount distributed under Article III(11), provided that this Article X(8)(b)(ii) shall not apply to the extent that such Matching Contribution would be distributed pursuant to Article III(10)(c), and (iii) to the extent otherwise provided for in other provisions of this Plan. A forfeiture under the preceding sentence shall occur as of the date determined by the Plan Administrator in its sole and absolute discretion, subject to the provisions of applicable law.

(9) USE OF FORFEITURES:

Forfeitures under this Plan shall be used to offset amounts that the Employing Companies would otherwise contribute to the Plan.

(10) RESTORATION OF FORFEITED AMOUNTS UPON REPAYMENT:

(a) If, with respect to a participant under this Plan , a forfeiture occurred under this Plan by reason of a distribution to such participant, and such former participant is subsequently reemployed as an Employee, such former participant shall have the right, under procedures prescribed by the Plan Administrator, to make a lump sum repayment of the entire amount distributed, provided that such repayment must be made before the earlier of (i) five years after the first date after the distribution on which the former participant is reemployed as an Employee, or (ii) the completion of a five-year Period of Severance after the date of the distribution.

(b) If the former participant is reemployed as an Employee prior to the completion of a five-year Period of Severance after the date of the distribution, the forfeited amounts, at the value as of the date of distribution, shall be restored to the former participant's Account without regard to the deductibility of such contributions under Code Section 404 (notwithstanding anything herein to the contrary).

(c) Except for purposes of Articles III and VIII (and related provisions) and except as the context indicates otherwise, the amount repaid by the participant and the amount restored by the Corporation shall be treated under this Plan as if they were contributed to the Trust Fund on the day when repaid and on the day when restored.

## Article XI.

## LOANS TO PARTICIPANTS

(1) AVAILABILITY OF LOANS TO PARTICIPANTS:

(a) The Plan Administrator may, in its sole and absolute discretion, provide for the availability of loans from the Plan to Employees who have Accounts thereunder and to any other Participant or Beneficiary (in the case of a deceased Participant) who is a party in interest within the meaning of Section 3(14) of ERISA. Loans shall be made pursuant to the provisions and limitations of this Article XI. References in this Article XI to a "Participant" shall be deemed to be references also to a Beneficiary (in the case of a deceased Participant) except to the extent that the context or applicable law indicates otherwise.

(b) The Plan Administrator may establish rules, which are incorporated herein by reference, governing loans, provided that such rules are not inconsistent with the provisions of this Article XI and applicable law. These rules may limit the number of loans a Participant may receive, require payment of loan processing fees by the Participant (either directly or out of his Account), or establish any other requirements the Plan Administrator determines to be necessary or desirable.

(2) TERMS AND CONDITIONS OF LOANS TO PARTICIPANTS:

Any loan under this Article XI shall satisfy the following requirements:

(a) Amount of Loan. At the time a loan is made, the principal amount of the loan, plus the outstanding balance (principal plus accrued interest) due on any other loans to the Participant from the Plan, shall not exceed the lesser of (i) $50,000 or (ii) one-half of the value of the Participant's vested Account. The $50,000 limit shall be reduced by the excess (if any) of (A) the highest outstanding balance of all Qualified Retirement Plan Loans to the Participant during the one-year period ending on the day before the date on which the loan is made, over (B) the outstanding balance of all Qualified Retirement Plan Loans to the Participant on the date on which such loan is made. At the time a loan is made, the principal amount of the loan shall not be less than $500.

(b) Source of Loan. Each loan shall be treated as an investment of the Borrower's Account. Any loan to a Participant shall be made from amounts in the Participant's Account that are described in the following sentence and shall be made in the order set forth therein. Any loan shall be made pro-rata from amounts attributable to: Rollover Contributions, Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions (including rollover of Roth amounts and In-Plan Roth Rollover amounts). Loan repayments shall be credited on a pro-rata basis from the sources they were withdrawn from.

(c) Investment Funds. In the event that the portion of the Participant's Account from which the loan is made (as set forth in Article XI(2)(b)) is invested in more than one Investment Fund at the time of such loan, the amount loaned shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund

on such processing date. Amounts paid by a Participant to the Plan as repayments of a loan shall be allocated on a pro-rata basis to the Investment Funds charged in making such loan.

(d) Application for Loan. The Participant must apply for a loan in the manner specified by the Plan Administrator.

(e) Length of Loan.

(i) The Participant shall be required to repay the loan in approximately equal installments of principal and interest over not longer than 5 years, or such shorter period as the Plan Administrator may designate. The 5-year (or shorter) limit shall not apply to any loan the proceeds of which are applied by the Participant to acquire or construct any dwelling unit that is to be used within a reasonable time after the loan is made as the principal residence of the Participant. In the latter case, the loan shall be for a maximum of 15 years.

(ii) The principal amount of the loan, together with all accrued interest, shall immediately become due when the Participant is no longer employed by an Employing Company and is no longer a party in interest under Section 3(14) of ERISA; provided, however, that the Plan Administrator may allow for such Participant to continue to make loan repayments on a monthly basis until the scheduled payoff date.

(f) Prepayment. A Participant shall be permitted to repay the loan in whole prior to maturity, without penalty, in accordance with procedures established by the Plan Administrator. A Participant may not extend, refinance, renegotiate, renew, or modify a loan in any way. If a Participant elects to repay a loan using a direct debit (ACH) process, the Participant will be restricted from requesting any withdrawal or distribution from his Account for 15 days from the date the Participant provides his direct debit banking information.

(g) Notes, Interest, and Withholding. The Plan Administrator may require that the loan be evidenced by a promissory note executed by the Participant and delivered to the Trustee and shall bear interest at a reasonable rate determined by the Plan Administrator, which determination is incorporated herein by reference. Negotiation of a loan check shall be deemed to be consent to the terms of the loan and the related promissory note. For this purpose, the Plan Administrator will use a rate of interest which provides the Plan with a return commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. Repayment of principal and payment of interest will be made in installments not less frequently than quarterly and normally will be effected through payroll withholding, and the Participant shall execute any necessary documents to accomplish this as a condition to approval of the loan.

(h) Security. The loan shall be secured by an assignment of the Participant’s right, title, and interest in and to his Account in the Plan. The initial source of such security shall be determined under the loan source rules of Section (2)(b) as of the date of the loan. Amounts held as security for a loan shall not be available for distribution except to the extent that such amounts are applied to the unpaid balance of the loan (including accrued interest) pursuant to applicable provisions of this Plan.

(i) One Loan Outstanding; No Loans if in Default. A Participant may not have more than one loan outstanding at any time, taking into account loans under this Plan and all other Qualified Retirement Plan Loans. No loan shall be made to any Participant who is in default with respect to a loan under this Plan, as determined by the Plan Administrator under terms which are incorporated herein by reference.

(j) No Refinancing of Loans. No loan from the Plan may be refinanced by a loan under this Article XI. In addition, no loan hereunder may be made to a Participant prior to the date that is fifteen (15) days after the date that all previous loans from the Plan have been repaid in full.

(k) Other Terms and Conditions. The Plan Administrator shall fix such other terms and conditions of the loan and shall require such documentation as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 401(a) of the Code, to qualify the loan as exempt from the prohibited transaction rules of the Code or ERISA, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant, which other terms and conditions are incorporated herein by reference. The Plan Administrator, in its sole and absolute discretion, may for any reason fix other terms and conditions of the loan, not inconsistent with the provisions of this Article XI, which other terms and conditions are incorporated herein by reference.

(l) No Prohibited Transactions. No loan shall be made unless such loan is exempt from the tax imposed on prohibited transactions by Section 4975 of the Code (or would be exempt from such tax if the Participant were a disqualified person as defined in Section 4975(e)(2) of the Code) by reason of Section 4975(d)(1) of the Code.

## Article XII.

## PLAN SPONSOR AND NAMED FIDUCIARIES ALLOCATION OF RESPONSIBILITIES

(1) PLAN SPONSOR: The Plan Sponsor shall have the authority and responsibility for:

(a) the design of the Plan and the Trust Agreement, including the right to amend the Plan and the Trust Agreement; and

(b) the qualification of the Plan under applicable law.

(2) LMIMC:

(a) In General. LMIMC is a Named Fiduciary of the Plan and shall be responsible for Plan investments and the appointment, removal, and replacement of Investment Managers and the Trustee.

(b) Responsibilities. LMIMC shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) appointment, removal, and replacement of the Trustee;

(ii) appointment, removal, and replacement of one or more Investment Managers, which shall be responsible for managing such portion of the Trust Fund as LMIMC shall specify;

(iii) establishment of funding and investment policies;

(iv) internal management and investment of such portion of the Trust Fund as LMIMC shall specify;

(v) setting strategic asset allocation guidelines, including the establishment of asset categories in which the Plan invests or, to the extent the Plan contains participant-directed investments, the establishment of asset categories and the addition, removal, or replacement of available investment options for such participant-directed investments;

(vi) appointment, removal, and replacement of third-party service providers with respect to investment matters (such as insurance companies, consultants, and advisers), including setting or agreeing to the terms of compensation for such third-party service providers;

(vii) to the extent permitted by ERISA and the Code, paying reasonable expenses of administering the Plan from Plan assets;

(viii) all functions assigned to LMIMC under the terms of the Plan and the Trust Agreement;

(ix) the exercise of all fiduciary functions concerning the investment of Plan assets provided in the Plan or the Trust Agreement, except such functions as are specifically assigned to other Named Fiduciaries;

(x) interpretation and construction of Plan provisions to the extent necessary or appropriate in carrying out the foregoing responsibilities; and

(xi) Appointment, removal and replacement of the Independent Fiduciary.

All of LMIMC's actions pursuant to the responsibilities set forth above (including, for example, LMIMC's determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. LMIMC shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

(c) Rules and Procedures. LMIMC may adopt such rules to govern its own procedures as it may deem advisable, provided that such rules are not inconsistent with the provisions and purposes of the Plan or Trust Agreement.

(3) TRUSTEE:

(a) In General. Any Trustee designated hereunder shall be a bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee. The Trustee shall be a Named Fiduciary of the Plan.

(b) Responsibilities. The Trustee shall, unless otherwise directed by LMIMC or an Investment Manager (if such has been appointed), have exclusive authority and sole and absolute discretion to manage and invest the assets of the Trust Fund, as provided in the Trust Agreement. The Trustee shall further be responsible for the holding and disbursement of all contributions and income received by it under this Plan, as provided in the Trust Agreement, and shall have such other responsibilities as are provided in such Agreement.

(4) PLAN ADMINISTRATOR:

(a) In General. The Corporation is the Plan Administrator. The Plan Administrator is a Named Fiduciary of the Plan and shall be responsible for administering the Plan and making and reviewing claim determinations. The Corporation shall act through its Vice President, Benefits and his or her designated staff in performing its responsibilities as Plan Administrator.

(b) Responsibilities. The Plan Administrator shall be responsible for, and have the necessary authority and sole and absolute discretion to carry out, the following:

(i) determination of benefit eligibility and the amount of benefits payable to Participants and Beneficiaries and certification thereof to the Trustee for payment;

(ii) establishment of procedures to be followed by Participants and Beneficiaries for filing applications for benefits;

(iii) appoint the committee(s) or other person(s) responsible for making and reviewing claim determinations as provided in Article XIV;

(iv) interpretation and construction of Plan provisions (except to the extent provided in Section (2)(b)(x));

(v) preparation and filing of all reports required to be filed by the Plan with any agency of Government;

(vi) appointment, removal, and replacement of third-party service providers (such as insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third-party service providers;

(vii) maintenance of all records of the Plan other than those maintained by the Trustee or LMIMC;

(viii) compliance with all disclosure requirements imposed by state or federal law;

(ix) establishment of a funding policy; and

(x) all functions assigned to the Plan Administrator under the terms of the Plan or the Trust Agreement.

All of the Plan Administrator’s actions pursuant to the responsibilities set forth above (including, for example, the Plan Administrator’s determinations, interpretations, and constructions) shall be final, conclusive, and binding on all parties, including but not limited to the Corporation and any

Participant or Beneficiary, except as otherwise provided by law. The Plan Administrator shall perform its responsibilities hereunder in full accordance with any and all laws applicable to the Plan.

(5) ALLOCATION OF NAMED FIDUCIARIES' RESPONSIBILITIES:

Each Named Fiduciary is allocated the individual responsibility for the prudent execution of the functions assigned to it, and none of such responsibilities or any other responsibility shall be shared by two or more of such Named Fiduciaries unless such sharing shall be provided by a specific provision of the Plan or Trust Agreement. Whenever one Named Fiduciary is required by the Plan or Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as such instructions are on their face proper under applicable law.

(6) AUTHORITY TO BIND PLAN:

Persons dealing with the Plan may rely on the actions of LMIMC or the Plan Administrator as duly authorized actions of the Plan with respect to matters within their respective areas of responsibility. Such persons may act upon written communications signed by LMIMC or the Plan Administrator, as applicable.

(7) DELEGATION OF AUTHORITY:

LMIMC and the Plan Administrator may authorize employees of the Corporation or of LMIMC to carry out certain of their responsibilities; provided that LMIMC shall remain the fiduciary responsible for the management and control of Plan assets, except to the extent that those responsibilities are allocated to the Trustee or delegated to an Investment Manager. Persons dealing with the Plan may act upon the authority of any agent appointed in writing by LMIMC or the Plan Administrator to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing.

(8) INDEMNIFICATION:

To the extent permitted by law, the Corporation shall indemnify any employee of the Employer who is performing duties on behalf of LMIMC, the Plan Administrator, or the Plan, against any and all expenses and/or liabilities arising out of such service.

## Article XIII.

## AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION

(1) AMENDMENT OF PLAN:

The Board of Directors of the Corporation (or one or more persons or entities to whom such authority has been delegated by the Board) may, subject to Section (4), amend at any time any or all provisions of this Plan in any respect (including retroactively) to the maximum extent

permitted by law. Such an amendment may be made at any time by written instrument identified as an amendment of the Plan effective as of a specified date (or dates) and such amendment shall be binding on all Employing Companies, Participants, Beneficiaries, and other individuals and entities.

(2) TERMINATION OF PLAN:

The Corporation expects to continue the Plan indefinitely. However, subject to Section (4), the Corporation shall, to the maximum extent permitted by law, have the right at any time to terminate the Plan (including retroactively) in whole or in part by suspending or discontinuing contributions hereunder in whole or in part, or to otherwise terminate the Plan (including retroactively). In accordance with any amendment to the Plan that may be adopted in connection with any such termination, the Corporation may after such termination continue the Plan and Trust in effect for the purpose of making distributions under the Plan as they become payable or may authorize the distribution of all or any part of the assets of the Trust Fund as to which the Plan has been terminated. In the event of termination, the Plan Administrator and LMIMC shall continue to administer the Plan and the Trustee shall continue to administer the Trust as herein provided for application and disbursement in accordance with the Plan. In the event of a termination or partial termination of the Plan, or the complete discontinuance of contributions under the Plan, the account balance of each affected Participant (but subject to Article X(8) of this Plan) will be nonforfeitable.

(3) MERGER, CONSOLIDATION, OR TRANSFER:

In the case of any merger or consolidation of the Plan with, or in the case of any transfer of assets or liabilities of the Plan to, any other plan, each Participant and Beneficiary in the Plan must be entitled to receive a benefit immediately after the merger, consolidation, or transfer, that satisfies the requirements of Code Section 414(l). In the case of a merger of the Plan with one or more other defined contribution plans, the first sentence of this Section (3) shall be treated as satisfied if the following safe harbor requirements are met:

(a) The sum of the account balances in each plan equals the fair market value (determined as of the date of the merger) of the entire plan assets;

(b) The assets of each plan are combined to form the assets of the plan as merged; and

(c) Immediately after the merger, each participant in the plan as merged has an account balance equal to the sum of the account balances the participant had in the plans immediately prior to the merger.

In the case of a transfer of assets or liabilities of the Plan to any other plan, such transfer shall be treated as a spinoff of a plan with the transferred assets and/or liabilities and a merger of such spunoff plan with the transferee plan. In the case of such a spinoff, the first sentence of this Section (3) shall be treated as satisfied if after the spinoff the following safe harbor requirements are met:

(d) The sum of the account balances for each of the participants in the resulting plans equals the account balance of the participant in the plan before the spinoff; and

(e) The assets in each of the plans immediately after the spinoff equals the sum of the account balances for all participants in that plan.

For purposes of subsections (a) and (e) above, the reference to “account balances” shall include all separately maintained accounts (whether called an account or not) in any plan referred to; for example, with respect to the Plan, such term shall include, but shall not be limited to, Accounts, any suspense account maintained under Article III(12)(d), any unallocated account in which forfeitures may be held temporarily pending timely allocation, and any segregated amount or other account maintained pursuant to a qualified domestic relations order (within the meaning of Code Section 414(p)) or pursuant to Article X(6).

No merger, consolidation, or transfer shall take place if such merger, consolidation, or transfer would cause this Plan to cease to be a qualified plan.

(4) LIMITATIONS ON AMENDMENT OR TERMINATION:

The Corporation shall not have the right to modify or amend the Plan in such manner so as to affect, in a materially adverse manner, the rights and duties of the Trustee without its consent in writing, unless such modification or amendment is necessary to conform the Plan to, or to satisfy or continue to satisfy the conditions of, any applicable law or is necessary to cause the Plan to meet or to continue to meet the requirements for qualification of the Plan under Section 401(a) or 401(k) of the Code, provided that the Trustee may at any time (including after the execution of an amendment) waive such requirements, which waiver may be retroactively effective.

## Article XIV.

## CLAIMS PROCEDURE

(1) CLAIMS PROCEDURE AND REVIEW

(a) Any Participant, Beneficiary, or Surviving Spouse, or other person who is entitled to payment of a benefit for which provision is made in this Plan shall file a written claim with the Plan Administrator or its delegate. If a claim is wholly or partially denied, the Plan Administrator shall, within 90 days after receipt of the claim, furnish to the claimant a written notice setting forth, in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) 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; (4) an explanation of the steps to be taken if the claimant wishes to have the denial reviewed as provided in Section 2 below; and (5) a statement of the claimant’s right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review. The 90-day period may be extended for not more than an additional 90 days if special circumstances make such an extension necessary. The Plan Administrator shall give to the claimant, before the end of the initial 90-day period, a written notice of such extension, stating such special circumstances

and the date by which the Plan Administrator expects to render a decision. If the extension is made because the claimant must furnish additional information, the extension period will begin when the additional information is received.

(b) By written application filed with the Plan Administrator within 90 days after receipt by a claimant of the written notice of denial described above, the claimant or his duly authorized representative may request a review of the denial of his claim.

(c) In connection with such review, the claimant or his duly authorized representative may submit to the Plan Administrator issues, comments, documents, records, and other information relating to the claim for benefits. In addition, the claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits. A document, record, or other information is "relevant" if it: (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or information was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required under federal law.

(d) The Plan will provide an impartial review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Plan Administrator shall make a decision and furnish such decision in writing to the claimant within 60 days after receipt by the Plan Administrator of the request for review. This period may be extended to not more than 120 days after such receipt if special circumstances make such an extension necessary. The claimant will be notified in writing prior to the expiration of the original 60-day period if such an extension is required, and such notice will include the reason for the extension and the date by which it is expected that a decision will be reached.

(e) The decision on review shall be in writing, set forth in a manner calculated to be understood by the claimant, and shall include: (1) specific reasons for the decision; (2) specific references to the pertinent Plan provisions on which the decision is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits; (4) description of any additional materials or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement describing any voluntary appeal procedures and the claimant's right to obtain information about such procedures, if any; and (6) a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review.

(f) The decisions of the Plan Administrator on matters of denial of claims shall be final and binding on all parties for the purpose of review under the provisions of the Plan. The Plan Administrator and its delegates shall have full discretion to interpret and construe the terms of the Plan.

(g) For purposes of Sections (a) through (g), Plan Administrator shall mean the Plan Administrator or its delegate, including the Administrative Committee (the Committee designated by the Plan Administrator to review claims) or such other person(s) as designated by the Plan Administrator. For purposes of this Claims Review Procedure, claimant shall include the duly authorized representative of the claimant, if any.

(2) Notwithstanding anything herein to the contrary, the following claims and appeals procedures shall apply with respect to claims for disability benefits. These claims and appeals procedures are intended to comply with the requirements of Department of Labor Regulation section 2560.503-1 and shall be operated and interpreted consistent with that intent.

(a) Claims for Disability Benefits. Any participant, beneficiary, surviving spouse, or contingent annuitant, or other person who is entitled to a disability benefit under the Plan (a "claimant") shall file a written claim with the appropriate claims administrator (the "processor"). A benefit is a "disability benefit" for purposes of these procedures if the Plan conditions its availability to the claimant upon a finding of disability; provided, however, that if that finding is made by a party other than the Plan for purposes other than making a benefit determination under the Plan (e.g., if Plan benefits are to be paid to a person who has been determined to be disabled by the Social Security Administration or under the Corporation's long term disability plan), then these claims and appeals procedures will not be applied to a claim for such benefits.

(b) Time Frame for Claim Reviews. If a claim is wholly or partially denied, the processor shall notify the claimant of the Plan's denial within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This 45-day period may be extended for not more than two additional periods of 30 days each if the processor determines that such extension is necessary due to matters beyond the control of the Plan. The processor shall provide the claimant, before the end of the initial 45-day period (or, in the case of a second extension, before the end of the first 30-day extension period), a written notice of such extension, stating the circumstances requiring an extension of time and the date by which the processor expects to render a decision, and the notice of extension shall specifically explain the standards on which entitlement to benefits is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. If the extension is made because the claimant must furnish additional information, the 30-day periods will begin when the additional information is received.

(c) Claim Denials. If the claim is denied in whole or in part, the claimant will be notified in writing in a culturally and linguistically appropriate manner within the time period outlined in paragraph (b). The notice shall state the following:

(i) The specific reason(s) for the decision;

(ii) A reference to the specific Plan provision(s) upon which the decision is based;

(iii) A description of any additional information needed to review the claim request;

(iv) Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse decision, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v) If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(vi) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;

(vii) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) a Social Security Administration disability determination presented by the claimant to the Plan; and

(viii) Instructions for requesting a review of the claim denial and the applicable time limits, including information regarding the claimant's right to bring a civil lawsuit under Section 502(a) of ERISA following a benefit claim denial on review.

(d) Appeals Process. If a claimant's claim is denied in whole or in part, the claimant or his or her authorized representative can request a review of (or appeal) the denied claim within the time limit set forth in paragraph (e). The review will take into account all comments, documents, records and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. If desired, the claimant or his or her authorized representative may review the appropriate Plan documents and submit written information supporting the claim to the appropriate claims administrator.

The claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records or other information relevant to the claim for benefits. The claimant will be able to review his or her file and present information as part of the review.

The appeal will be reviewed and decided independently to the original claim process. The appeal decision will not be made by someone who was involved in the original decision or by someone who reports to the initial decision maker. The claims administrator will ensure that all claims and appeals are handled impartially. The person involved in making the decision will not receive compensation, promotion, continued employment or other similar items based upon the likelihood he or she will support a denial of Plan benefits.

In deciding an appeal of a claim that was denied based on a medical judgment, a provider with appropriate training and experience in the field of medicine involved will be consulted (such

provider will not be someone who was consulted in connection with the original claim denial nor someone who reports to the original consultant). The claimant may request the identity of any medical or vocational experts consulted in making a determination of the appeal.

Before the Plan can issue an adverse decision on appeal, the claimant will be provided, free of charge, with (1) any new or additional evidence considered, relied upon, or generated by the Plan or other decision-maker in connection with the claim; and (2) any new or additional rationale on which the decision is based. Such evidence and/or rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse decision on appeal is required to be provided.

(e) Time Limits for Appeals. The claimant or his or her authorized representative has 180 calendar days from the date of the claim denial to make a written request for an internal review or appeal to the appropriate claims administrator. The claims administrator will respond in writing with a decision within 45 calendar days after it receives an appeal for a claim determination.

(f) Decision on Appeal. If the claim is denied on appeal, in whole or in part, the claimant will receive a written notice from the claims administrator in a culturally and linguistically appropriate manner within the review period outlined in paragraph (e). The notice will provide the following:

(i) The specific reason(s) for the decision;

(ii) A reference to the specific Plan provisions upon which the decision is based;

(iii) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;

(iv) Either the specific internal rule, guideline, protocol, standard, or other similar criterion the Plan relied upon in making the adverse determination, or a statement that such rules, guidelines, protocols, standards, or similar criteria do not exist;

(v) If the adverse decision is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant’s medical circumstances, or a statement that such explanation will be provided free of charge;

(vi) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (1) the views presented to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (3) a Social Security Administration disability determination presented by the claimant to the Plan;

(vii) Where required, a, statement that there may be other voluntary alternative dispute resolution options. The written denial on appeal will include a statement regarding the claimant's right to bring a timely civil lawsuit under Section 502(a) of ERISA following a benefit claim denial on appeal; and

(viii) A statement describing any applicable Plan-imposed limitations period, including the calendar date when the limitations period will expire.

## Article XV.

## MISCELLANEOUS

(1) TOP-HEAVY PROVISIONS:

The following provisions shall become effective in any Plan Year in which this Plan is a Top-Heavy Plan, provided that this Section (1) shall only apply to the extent required by law.

(a) Top-Heavy Plan Status. This Plan will be a Top-Heavy Plan for a given Plan Year if as of the last day of the preceding Plan Year either of the following situations occur:

(i) The ratio of the Accrued Benefits of Participants in this Plan who are Key Employees to the Accrued Benefits for all Participants in this Plan exceeds six-tenths (.6), or

(ii) This Plan is part of a Required Aggregation Group, and the ratio of the Accrued Benefits of Participants in any of the aggregated plans who are Key Employees to the Accrued Benefits of all Participants in the aggregated plans exceeds six-tenths (.6).

Notwithstanding anything in this subsection (a) to the contrary, this Plan shall not be a Top-Heavy Plan in any Plan Year in which this Plan is part of a Required or Permissive Aggregation Group which is not Top-Heavy. Neither shall this Plan be a Top-Heavy Plan if it is part of a Permissive Aggregation Group which is Top-Heavy but this Plan is not required to be part of a Required Aggregation Group.

(b) Definitions.

"Accrued Benefit" means the account balance of the Participant in this Plan or any other defined contribution plan and in the case of a defined benefit plan, the Accrued Benefit as defined under such plan, including any distribution from the plan within the five-year period ending on the last day of the preceding Plan Year. If any individual has not received any Compensation from any Employer (other than benefits under the Plan) at any time during the five-year period ending on the last day of the preceding Plan Year, any Accrued Benefit for such individual shall not be taken into account.

"Key Employee" means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than $130,000 (as adjusted under section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual

compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

"Limitation Year" means the Plan Year.

"Permissive Aggregation Group" means all of the plans of the Employer which are included in the Required Aggregation Group plus any plans of the Employer which are not included in the Required Aggregation Group, but which satisfy the requirements of Sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group.

"Required Aggregation Group" means all of the qualified plans of the Employer in which a Key Employee is a Participant during the Plan Year containing the determination date, or which are necessary for such a plan to satisfy the requirements of Sections 401(a)(4) or 410 of the Code. Any Employer-maintained qualified plan that terminated within the one-year period ending on the determination date must be taken into account.

(c) Minimum Benefit. The yearly minimum contribution to this Plan for an employee with respect to Plan Years during which this Plan is Top-Heavy, shall be equal to the lesser of (i) 3% of the Participant's Compensation for such Plan Year; or (ii) the highest percentage of Compensation allocated on behalf of a Key Employee to this Plan in the form of Before-Tax Contributions, QNECs, Matching Contributions, or other Employer contributions. The minimum contribution shall be made regardless of whether the Employee was a Participant in the Plan during such Top-Heavy Plan Years provided that he was eligible to participate. However, if any employee eligible to participate in this Plan receives the minimum benefit required under Section 416 of the Code under any defined benefit plan maintained by the Employer, this subsection (c) shall not be applicable with respect to such employee.

Employer Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of section 401(m) of the Code.

(d) Distributions During Year Ending on the Determination Date. The present values of Accrued Benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

(e) Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

(2) PROHIBITION AGAINST ALIENATION:

Except as otherwise provided in this Plan, no Participant or Beneficiary shall have any right to withdraw, assign (either at law or in equity), pledge, transfer, appropriate, encumber, commute, alienate, or anticipate his interest in the Plan and Trust, or any payments to be made hereunder, and no benefits, payments, rights, or interest of such a person under the Plan shall be in any way subject to any legal or equitable process to levy or execute upon, charge, garnish, or attach the same for payment of any claim against such person, nor shall any such person have any right of any kind whatsoever with respect to the Plan and Trust, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are made out of the Trust, as and when the same are or shall become due and payable under the terms of the Plan. Any attempt to transfer, pledge, or levy upon or otherwise alienate an interest of a Participant or Beneficiary shall be invalid except as otherwise provided in this Plan.

(3) RELATIONSHIP BETWEEN EMPLOYING COMPANIES AND EMPLOYEES:

The adoption and maintenance of the Plan shall not be deemed to constitute or modify a contract between any Employer and any Employee or Participant or to be a consideration or inducement for or condition of the performance of services by any person. Nothing herein contained shall be deemed to give to any Employee or Participant the right to continue in the service of any Employer, to interfere with the right of an Employer to discharge any Employee or Participant at any time, or to give an Employer the right to require an Employee or Participant to remain in its service or to interfere with his right to terminate his service at any time.

(4) PARTICIPANTS' BENEFITS LIMITED TO ASSETS:

Each Participant by his participation in the Plan and Trust, shall be conclusively deemed to have agreed to look solely to the Trust Fund, and not to any other person, entity, or assets for the payment of any benefit to which he may be entitled by reason of his participation, and to have consented to all of the terms and conditions of the Plan, as the same may be amended from time to time, and shall be bound thereby with the same force and effect as if he were a party to this Plan.

(5) TITLES AND HEADINGS:

The titles and headings of the articles and sections in this Plan are placed herein for convenience of reference only, and in case of any conflicts, the text of this Plan, rather than the titles or headings, shall control.

(6) GENDER AND NUMBER:

The masculine pronoun, wherever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

(7) APPLICABLE LAW; VENUE:

The provisions of this Plan shall be construed according to the laws of the State of Maryland, except to the extent that they are preempted by ERISA, or by other federal law. The Plan is intended to comply with ERISA and the Code. Any claim or action by a participant or beneficiary relating to or arising under the Plan shall only be brought in the U.S. District Court for the District of Maryland, and this court shall have personal jurisdiction over any participant or beneficiary named in the action.

(8) INABILITY TO LOCATE PAYEE:

Anything to the contrary herein notwithstanding, if the Plan Administrator is unable, after a reasonable effort, to locate any Participant or Beneficiary to whom an amount is distributable hereunder, such amount shall be forfeited. Notwithstanding the foregoing, however, such amount shall be reinstated, by means of an additional contribution by the Corporation if and when a valid claim for the forfeited amount is subsequently made by such Participant or Beneficiary or if the Plan Administrator receives proof of death of such person, satisfactory to the Plan Administrator; in such case, payment of the reinstated amount shall be made in accordance with the provisions of this Plan. No such additional contribution shall reduce the Matching Contributions or Nonelective Contributions otherwise required. Any benefits lost by reason of applicable state law relating to escheat or abandoned property shall be considered forfeited but shall not be subject to reinstatement.

(9) INCOMPETENCE OF PAYEE:

In the event any benefit is payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Plan Administrator, is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his property, the Plan Administrator may direct the Trustee to apply the whole, or any part of such benefit, directly to the care, comfort, maintenance, support, education, or use of such person, or pay or distribute the whole or any part of such benefit to (a) the parent of such person, (b) the guardian, committee, or other legal representative, wherever appointed, of such person, (c) the person with whom such person resides, (d) any person having the care and control of such person, or (e) such person personally. The receipt by the person to whom any such payment or distribution is so made shall constitute a full and complete discharge of the rights of affected Participants, former Participants, and Beneficiaries under the Plan.

(10) DEALING WITH THE TRUSTEE:

No person dealing with the Trustee shall be obliged to see to the application of any property paid or delivered to the Trustee or to inquire into the expediency or propriety of any transaction or the Trustee’s authority to consummate the same, except as may specifically be required of such person under ERISA.

(11) RETURN OF CONTRIBUTIONS:

(a) All contributions to the Plan are expressly conditioned on the initial qualification of the Plan under Section 401 of the Code, and if such qualification shall be denied, the Participants (with respect to After-Tax Contributions) and the Corporation (with respect to all other contributions) shall be entitled to receive a return of contributions made after the effective date of such denial, net of any losses attributable thereto and together with any earnings thereon, as soon as practicable but in any event within one year after the denial of qualification of the Plan.

(b) The Corporation's contributions to the Plan are conditioned upon the deductibility of such contributions under Section 404 of the Code for the taxable year for which made, and the Corporation shall be entitled to receive a return of any contribution, net of any losses attributable thereto, to the extent its deduction is disallowed, within one year after such disallowance.

(c) If a contribution is made to the Plan by the Corporation and/or an individual by a mistake of fact, the Corporation and/or such individual shall be entitled to receive a return of such contribution, net of any losses attributable thereto and, in the case of an individual, together with any earnings thereon, within one year after the making of such contribution.

(12) EXPENSES:

All reasonable expenses of administering the Plan shall be paid from the assets of the Plan in accordance with this Article XV(12), provided that the provisions of this Article XV(12) are subject to all applicable provisions of this Plan and of the law. Brokerage commissions and related expenses shall be paid by the Investment Fund for which the expense was incurred. Expenses relating to Plan operation and administration, including the compensation of the Trustee, Investment Managers, and service providers shall be charged to the assets of the Plan in general.

(13) SEPARABILITY:

If any provision of this Plan is found, held, or deemed to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of this Plan shall continue in full force and effect.

(14) PARTICIPANTS' PROTECTED RIGHTS:

In addition to all rights expressly provided under this document, a Participant or Beneficiary shall have such rights as are required to be provided to such person by reason of Code Section 411(d)(6). Any Plan provision in conflict with the preceding sentence shall be void to the extent of such conflict.

(15) CODE SECTION 414(u):

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414 (u).

(b) Loan repayments will be suspended under this Plan as permitted under Code Section 414(u)(4).

(c) Qualified Reservist Distributions. Participants who are ordered or called to active duty may take a Qualified Reservist Distribution from the Plan. A Qualified Reservist Distribution is a distribution of elective deferrals (as adjusted by earnings or losses) made to a Participant who (by reason of being a member of a reserve component as defined in 37 U.S. Code Section 101) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, provided that the distribution is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

(d) Death Benefits for Participants on Active Military Duty. To the extent required by Code section 401(a)(37), the beneficiary of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) is entitled to any benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant resumed employment with the Corporation and then terminated employment on account of death.

(e) Differential Wage Payments. To the extent required by Code Section 414(u)(12), (i) an individual who is receiving differential wage payments (as defined in Code Section 3401(h)(2)) from the Corporation shall be treated as an employee of the Corporation, and (ii) differential wage payments shall be treated as compensation under the Plan.

(f) Distributions to Participants on Active Military Duty Upon Deemed Severance from Employment. Notwithstanding anything in the Plan to the contrary, to the extent required by Code Section 414(u)(12)(B), an individual is treated as having been severed from employment for the purposes of Code Section 401(k)(2)(B)(i)(I) during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A). A Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A) and is treated as having been severed from employment under this paragraph may elect a distribution of elective deferrals and associated earnings. If such a Participant elects to receive a distribution by reason of this section, the Participant may not make elective deferrals or employee contributions during the 6-month period beginning on the date of the distribution.

(16) OFFSETS:

The Plan shall apply any offset described in Code Section 401(a)(13)(C) in the manner described therein.

(17) PLAN ADMINISTRATOR AUTHORITY:

The Plan Administrator shall comply with all requirements of applicable law with respect to Distributions and is authorized to do so in any manner determined by the Plan Administrator in its sole and absolute discretion. Thus, for example, the Plan Administrator is authorized to act in any manner that complies with Treasury Regulation § 1.411(a)-11(c)(2) (or any applicable successor provision) and is authorized to act in any manner that complies with Code Section

417(a)(3)(A) (taking into account Code Section 417(a)(7)) (to the extent applicable under the law).

IN WITNESS WHEREOF, Lockheed Martin Corporation has caused this amended and restated plan document for the Lockheed Martin Corporation Hourly Employee Savings Plan Plus to be executed on the date set forth below.

LOCKHEED MARTIN CORPORATION

By: /s/ Jean A. Wallace
Jean A. Wallace
Senior Vice President, Human Resources

Date: 12/18/19

**Lockheed Martin Hourly Employee Savings Plan**

**APPENDIX 1 – PARTICIPATING UNITS**

International Association of Machinists and Aerospace Workers, AFL-CIO (IAM):

Lodge 709 (LM Aeronautics Co --Marietta, GA)

Protective Local Lodge 615 (LM Aeronautics Co --Marietta, GA) through May 31, 2019

Lodge 1027 (LM Aeronautics Co --Clarksburg, WV)

Lodge 2386 (LM Aeronautics Co --Meridian, MS)

District Lodge 98 (Local 2171) (Lockheed Martin Aeroparts-Johnstown, PA)

Aerospace Defence Related District Lodge 725, Area 5 and affiliated Local Lodge 2228 (Santa Clara & Santa Cruz County Plants), Plant Protection L. Lodge 2131 (Sunnyvale) California Central Coast Lodge 2786 (Santa Barbara County Plants)

IAM Missiles and Electronics Dist. Lodge 116 and affiliated Florida Missiles Systems Lodge 610 (Brevard County, Florida, Plants)

District 160, NIPSIC Lodge 282 (Silverdale, WA)

District 112, Local Lodge 2772 (St. Mary’s, GA)

Aeronautical Industrial District Lodge 725 (LM Aeronautics Co--Palmdale)

Lodge 776 (LM Aeronautics Co – Fort Worth)

International Brotherhood of Electrical Workers (IBEW):

Local 1295 (Missiles & Space—Santa Clara & Santa Cruz Counties)

Local 2295 (Palmdale)

Local 220 (LM Aeronautics Co – Fort Worth)

International Union of Operating Engineers:

Local 39 (Missiles & Space—Santa Clara & Santa Cruz Counties)

Local 501 (Weldors and Stationary Engineers-Palmdale)

Office and Professional Employees International Union (OPEIU)Local 277 (Forth Worth) SPFPA Local 723 (L M Aeronautics Co – Fort Worth)

Federated Independent Texas Union 900 (FITU) (LM Aeronautics Co – Fort Worth)

## APPENDIX 2 – SPECIAL PARTICIPATION PROVISIONS

Sub-part (iii) of Article II(2)(b) of the Plan will not apply with respect to an Employee hired into the following bargaining units:

Lockheed Martin Aeronautics-Marietta

IAM Lodge 709 (Marietta, GA)

IAM Lodge 1027 (Clarksburg, WV)

IAM Lodge 2386 (Meridian, MS)

IAM Protective Local Lodge 615 (Marietta, GA) through May 31, 2019

Lockheed Martin Aeronautics-Palmdale

IAM Aeronautical Industrial District Lodge 725 (Palmdale)

IBEW Local 2295

IUOE Local 501 (Weldors)

IUOE Local 501 (Stationary Engineers)

Lockheed Martin Space Systems Co., Missiles and Space Operations

IAM Aerospace Defense Related Dist. Lodge 725 and affiliated Local Lodge 2228 (Santa Clara County Plants) and Space Test Base Local Lodge 2230 (Santa Cruz County Plants)

IAM California Central Coast Lodge 2786 (Santa Barbara County Plants)

IAM Missiles and Electronics Dist. Lodge 116 and affiliated Florida Missiles Systems Lodge 610 (Brevard County, Florida, Plants)

IAM District 112, Local Lodge 2772 (SWFLANT) (St. Mary's, GA)

IAM District Lodge 160, NIPSIC Lodge (SWFPAC) (Silverdale, Washington)

IBEW Local 1295 (Sunnyvale, Palo Alto Plants and Santa Cruz Facility)

IUOE Local 39 (Stationary Engineers)

Lockheed Martin Aeroparts, Inc.

IAM District Lodge 98, Local 2171 (Johnstown, PA)

Lockheed Martin Aeronautics-Forth Worth:

IAM Lodge 776

IBEW Local 220

OPEIU Local 277

## APPENDIX 3 – CONTRIBUTIONS FOR SIKORSKY PARTICIPANTS

*[This Appendix 3 has been omitted pursuant to Item 601(a)(5) of Regulation S-K. Appendix 3 contains terms applicable to certain employees of Sikorsky Aircraft Corporation eligible to participate in the plan. The Corporation will provide a copy of Appendix 3 upon the request of the Commission or its staff.]*

**LOCKHEED MARTIN CORPORATION HOURLY EMPLOYEE SAVINGS PLAN PLUS**

**SUPPLEMENT**

*[This Supplement has been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Supplement contains terms applicable to certain groups of eligible employees under the plan. The Corporation will provide a copy of the Supplement upon the request of the Commission or its staff.]*

# LOCKHEED MARTIN CORPORATION OPERATIONS SUPPORT SAVINGS PLAN

**(Amended and Restated Generally Effective January 1, 2019)**

**CONTENTS**


| | |
|---|---|
| INTRODUCTION | 1 |
| DEFINITIONS | 2 |
| EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION | 16 |
| CONTRIBUTIONS | 17 |
| ROTH DEFERRAL CONTRIBUTIONS | 26 |
| ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA) | 29 |
| IN-PLAN ROTH ROLLOVERS | 32 |
| WITHDRAWALS | 35 |
| TRUST FUND | 39 |
| ESOP PROVISIONS | 44 |
| PARTICIPANT ACCOUNTS | 46 |
| ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER | 52 |
| LOANS TO PARTICIPANTS | 69 |
| PLAN SPONSOR AND NAMED FIDUCIARIES; ALLOCATION OF RESPONSIBILITIES | 71 |
| AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION | 74 |
| CLAIMS PROCEDURE | 76 |
| MISCELLANEOUS | 78 |
| PARTICIPATING BUSINESS UNITS | 85 |
| MERGED PLANS | 86 |
| MATCHING CONTRIBUTIONS AND DISCRETIONARY CONTRIBUTIONS | 87 |

# LOCKHEED MARTIN CORPORATION

# OPERATIONS SUPPORT SAVINGS PLAN

## INTRODUCTION

The Lockheed Martin Corporation Operations Support Savings Plan is for the benefit of eligible employees of the participating business units listed in Appendix 1. The Plan has been previously known as the Martin Marietta Operations Support, Inc. Savings Plan and as the G.E. Operations Support, Inc. Savings Plan. It also is a successor plan to the GE MATSCO Plan. The Plan is intended to be a profit sharing plan with a cash or deferred arrangement meeting the requirements of sections 401(a), 401(k) and 401(m) of the Internal Revenue Code. However, no contribution under this Plan shall be conditioned on the existence of profits of the Corporation, any Employing Company, the Employer or any other entity or group of entities. The portion of the Plan that is invested in the Company Stock Fund is also intended to constitute an employee stock ownership plan under section 4975(e)(7) of the Code (the "ESOP") and shall be so interpreted. The ESOP is designed to invest primarily in qualifying employer securities as provided in Code Section 404(k)(6).

The Plan is intended to comply with the provisions of ERISA, the Code and all other applicable federal laws and regulations. The provisions of the Plan shall be construed to effectuate the foregoing intentions.

The Plan was amended effective August 24, 2016, to reflect participants' elections to exchange shares of the Corporation's common stock held in the Plan for shares in the common stock of Leidos Holdings, Inc. pursuant to a transaction in which Leidos Holdings, Inc. acquired certain of the Corporation's businesses. The Leidos Stock Fund was added to the Plan for the period beginning August 25, 2016 and ending September 29, 2017, at which time the Leidos Stock Fund terminated. Amounts in the Leidos Stock Fund were reallocated by election of participants, or if no election was made, to the qualified default investment fund applicable to the participant.

The Plan has been amended from time to time to reflect various changes required by applicable law as well as certain design and collective bargaining changes. The Plan is amended and restated as follows, effective January 1, 2019, or such other date as set forth in the Plan or required by law. Except as specifically provided herein, the provisions of this instrument are not intended to enlarge the rights of any Employee whose employment with the Corporation terminated prior to January 1, 2019. Except as otherwise expressly stated herein, the rights of any such Employee shall be governed by the provisions of the applicable Plan as in effect at the time of his termination of employment.

## SUMMARY OF THE PLAN

Set forth below is a very brief summary of the Plan. This summary should not be relied on since it is quite general (and thus imprecise) and omits numerous important details and refinements. The summary is intended solely to provide an overview and orientation with respect to the provisions of the Plan.

Very generally, the Plan is structured in the following manner. Employees are entitled to make (or have made on their behalf) Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions up to limits specified in Article III. Each participating business unit, at its discretion, may make a Matching Contribution based on Before-Tax, Roth Deferral, and After-Tax Contributions. The amount of the Matching Contribution, if any, will vary by business unit and contract. Each participating business unit, at its discretion, also may make available an additional percentage of an Employee's Base Salary for contribution to the Plan as a Discretionary Contribution. The amount of the Discretionary Contribution, if any, will vary by business unit and contract. Generally, the Discretionary Contribution will be paid to the Employee in cash unless the Employee elects to have the Discretionary Contribution contributed to the Plan on the Employee's behalf. However, a participating business unit may designate a portion of the Discretionary Contribution as a profit sharing contribution which will be automatically contributed to the Plan. Under Article X, Employees are entitled to elect how such contributions are invested by choosing among a menu of Investment Funds.

If an Employee terminates employment with the Employer for any reason, the Employee is entitled to receive his or her entire account balance from the Plan. In most cases, the Employee can take payment upon termination of employment or defer payment until age 70-1/2.

## Article I.

## DEFINITIONS

The following words and phrases, when used in this document with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) ACCOUNT:

The individual interest of a Participant in the Trust Fund as determined as of each Valuation Date.

(2) AFTER-TAX CONTRIBUTIONS:

After-tax contributions made to the Plan by a Participant pursuant to an election by the Participant to have a specified percentage of his Base Salary deducted from his pay and contributed to the Plan as After-Tax Contributions on his behalf. All After-Tax Contributions shall be identified and separately accounted for either as Basic After-Tax Contributions or as Supplemental After-Tax Contributions. After-Tax Contributions are intended to constitute employee contributions within the meaning of Code Section 414(h)(1).

(3) ANNUAL ADDITION:

Annual addition as defined in Code Section 415(c)(2). In the event that a contribution is allocated to a Participant's Account because of an erroneous failure to allocate in a prior Plan Year, such contribution shall be part of the Participant's Annual Addition for the Plan Year to which it relates, and not for the Plan Year in which it is contributed or allocated.

(4) ANNUITY STARTING DATE:

The first day of the first period for which an amount is paid as an annuity or any other form.

(5) AUTO-ENROLL ELIGIBLE EMPLOYEE:

An Employee (i) who is first hired (or re-hired) or transferred into a Participating Business Unit on or after the Effective Date and who becomes eligible for the Plan as a result of such hire, re-hire, or transfer, or (ii) at a business unit at the time such unit first becomes a Participating Business Unit on or after the Effective Date, and who becomes eligible for the Plan as a result of the unit being added as a Participating Business Unit.

(6) BASE SALARY:

Actual base earnings of the Employee earned while an Active Participant, determined separately for each pay period, and without regard to any salary reduction agreement entered into to make Before-Tax Contributions under Article III; including holidays and vacation pay, shift differentials, salary continuation payments, lump sum merit payments in lieu of a salary increase, and any elective contributions made on behalf of a Participant that are excludable from taxable compensation under Code Section 125 or Code Section 132(f)(4); but excluding overtime, commissions, incentive compensation and bonuses, severance pay, compensation in lieu of vacation time, relocation allowances, and other special pay, imputed income, and employer contributions (other than Before-Tax Contributions or contributions under a plan subject to Code Section 125 or 132(f)(4)) to this or any other benefit plan. Notwithstanding the foregoing, total Base Salary for any Plan Year shall not include any amount over $200,000 (adjusted in accordance with Code Sections 401(a)(17) and 415(d)).

The annual compensation of each Participant taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for that determination period that begins with or within such calendar year.

(7) BASIC AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions elected by a Participant pursuant to Article III(3)(a).

(8) BASIC BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(a).

(9) BEFORE-TAX CONTRIBUTIONS:

Before-tax contributions made under a “cash or deferred arrangement” by the Corporation on a Participant’s behalf pursuant to an election by the Participant under which he agrees to have his Base Salary reduced by a specified percentage and the Corporation agrees to contribute an amount equal to such reduction to the Plan as Before-Tax Contributions. All Before-Tax Contributions shall be identified and separately accounted for either as Basic Before-Tax

Contributions or as Supplemental Before-Tax Contributions. Before-Tax Contributions are intended to constitute employer contributions made on an elective basis under a qualified cash or deferred arrangement within the meaning of Code Section 401(k)(2).

(10) BENEFICIARY:

The person or persons designated by the Participant to receive any payment from the Trust Fund after the death of a Participant. A designation of a beneficiary other than the Participant's Spouse (or a change to a beneficiary other than the Participant's Spouse) will not be valid unless accompanied by a Spouse's Consent that complies with Article I(62). Such person or persons shall be designated in a manner prescribed for this purpose by the Plan Administrator and may be changed from time to time in a manner prescribed for this purpose by the Plan Administrator. Any designation or change in designation shall be effective only upon receipt by the Plan Administrator of such designation or change in designation returned prior to the Participant's death. In the absence of such a designation, the Beneficiary shall be (a) the Participant's Spouse or (b) if there is no Spouse surviving the Participant, the Participant's estate.

(11) BOARD OF DIRECTORS:

The Board of Directors of the Corporation, or any delegate of such Board.

(12) BREAK IN SERVICE:

A 12 consecutive month period coinciding with the period used to determine an Employee's Years of Service within which an Employee fails to complete five hundred (500) Hours of Service.

If an Employee is absent from work because of such individual's pregnancy, the birth of a child, placement of an adopted child or caring for an adopted or natural child following birth or placement, the individual shall not be treated as having incurred a Break in Service in the applicable 12 month period in which the absence begins or ends, if there would not have been a Break in Service during that 12 month period. No credit shall be given unless a Participant submits a written request to the Plan Administrator which establishes valid reasons for the absence, as determined by the Plan Administrator.

(13) CODE:

The Internal Revenue Code of 1986, as amended from time to time, and the regulations issued thereunder. A reference to any Section of the Code shall also be deemed to refer to any applicable successor statutory provision.

(14) COMPANY STOCK:

The common stock issued by the Corporation, par value $1.00, which is readily tradable on an established securities market or that otherwise meets the requirements of Code sections 409(l) and 4975(e)(8) (except for cash or cash equivalent investments determined by the Investment Manager to be required to meet liquidity needs of the Fund).

(15) COMPANY STOCK FUND:

The portion of the Trust Fund that is invested in Company Stock.

(16) COMPENSATION:

Compensation for a Plan Year shall mean compensation as defined in Treasury Regulation § 1.415(c)-2(d)(4) (or any applicable successor provision) (including amounts paid or reimbursed by the employer for moving expenses incurred by the employee, but only to the extent that such amounts are described in Treasury Regulation § 1.415(c)-2(d)(4) (or any applicable successor provision)); provided that Compensation shall also include amounts described in Code Section 415(c)(3)(D) and any elective amounts that are not included in the gross income of the Employee by reason of Code Section 132(f)(4); provided further that for purposes of determining who is a Key Employee, Compensation shall be determined under Code Section 416(i).

Notwithstanding anything in the Plan to the contrary, payments made to a Participant by the later of (i) 2 1/2 months after the Participant's severance from employment, or (ii) the end of the limitation year that includes the date of the Participant's severance from employment, are included in compensation for the limitation year if, absent the severance from employment, such payments would have been paid to the Participant while the Participant continued in employment with an Employing Company and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

(17) CORPORATION OR COMPANY:

Lockheed Martin Corporation (or any successor entity). Except to the extent that the context indicates otherwise, references to acts by the Corporation shall be deemed to include acts by the Corporation on behalf of the Employing Companies.

(18) CORPORATION MATCHING CONTRIBUTIONS:

Contributions made by the Corporation to provide Matching Contributions. Such contributions may be made in whole or in part in cash, Shares (including treasury shares or authorized but unissued shares), or any other property permitted by law and acceptable to the Trustee.

(19) DIRECT ROLLOVER:

A payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(20) DISCRETIONARY CONTRIBUTIONS:

Contributions made by the Corporation either (1) automatically or (2) as Supplemental Before-Tax Contributions as directed by the Participant, as set forth in Article III(6). Such contributions may be made in whole or in part in cash, Shares (including treasury shares or authorized but unissued shares), or any other property permitted by law and acceptable to the Trustee.

(21) DISTRIBUTEE:

This term includes an Employee or former Employee with respect to an Eligible Rollover Distribution. 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 respect to the interest of the spouse or former spouse in an Eligible Rollover Distribution.

(22) DISTRIBUTION:

Any payment by the Plan to or on behalf of a Participant or Beneficiary, including a withdrawal by such Participant or Beneficiary.

(23) EFFECTIVE DATE:

January 1, 2019.

(24) ELECTIVE DEFERRAL:

Elective deferral as defined in Code Section 402(g)(3).

(25) ELECTIVE TRANSFER:

Elective transfer described in Treasury Regulation § 1.411(d)-4 Q/A-3(b) (or any applicable successor provision).

(26) ELIGIBLE RETIREMENT PLAN:

An individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the Eligible Rollover Distribution of the Distributee. However, in the case of an Eligible Rollover Distribution to a non-Spouse Beneficiary, only an inherited individual retirement account or individual retirement annuity shall be an Eligible Retirement Plan.

For purposes of the direct rollover provisions in Article XI(8)(d) of the plan, an Eligible Retirement Plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code.

(27) ELIGIBLE ROLLOVER DISTRIBUTION:

Any distribution of all or a 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 10 years or more, or any distribution to the extent that such distribution is required under Code Section 401(a)(9). An Eligible Rollover Distribution described in Code Section 402(c)(4), which the participant can elect to rollover to another plan pursuant to Code Section 401(a)(31), excludes hardship withdrawals as defined in Code Section 401(k)(2)(B)(i)(IV), which are attributable to the participant's elective contributions under Treasury Regulation Section 1.401(k)-1(d)(2)(ii).

For purposes of the direct rollover provisions in Article XI(8)(d) of the Plan, any amount that is distributed on account of hardship shall not be eligible for rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

For purposes of the direct rollover provisions in Article XI(8)(d) of the Plan, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible

(28) EMPLOYEE:

An employee of an Employing Company who is paid on a salaried basis and included in a group of employees designated in Appendix 1, and (a) who is a citizen of the United States of America, (b) whose primary place of employment is in the United States of America, or (c) who is designated by the Board as an Employee. Notwithstanding any provision of the Plan to the contrary, the term "Employee" shall not include for any purpose of the Plan any individual except to the extent that such individual is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes including, without limitation, all purposes under Subtitle C of the Code. Thus, for example, an individual who for a Plan Year is not designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an employee for all purposes under Subtitle C of the Code shall not be an Employee for any part of such Plan Year by reason of the fact that at a later time the individual is retroactively treated as an employee of an Employing Company for such Plan Year for purposes of Subtitle C of the Code. As another example, an individual shall not be an Employee if such individual (i) is designated on the Employing Company's records (or on the records of the Employer on behalf of the Employing Company) contemporaneously as an independent contractor or a leased employee (within the meaning of Code Section 414(n)), or (ii) is not contemporaneously designated as being on the regular payroll of an Employing Company. The preceding three sentences of this Section shall apply to an individual without regard to whether an Employing Company provides remuneration to such individual and without regard to the manner in which an Employing Company calculates or provides any such remuneration. To the extent required by Code Section 414(n)(3), a Leased Employee shall be treated as an Employee. For purposes of the preceding sentence, Leased Employee means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other

person (“leasing organization”) has provided services for the recipient (or for the recipient and related persons determined in accordance with section 414(n)(6) of the Code) on a substantially full time basis for a period of at least 1 year, and such services are performed under primary direction and control by the recipient. Notwithstanding the foregoing, a Leased Employee shall not be eligible to participate in the Plan or otherwise be considered an Employee under the Plan.

(29) EMPLOYER:

An Employing Company and those employers required to be aggregated with any Employing Company under Sections 414(b), (c), (m), or (o) of the Code, provided that for purposes of Article III(11), the modifications prescribed by Code section 415(h) shall apply.

(30) EMPLOYING COMPANY:

(a) The Corporation; or

(b) A member (or functional unit of a member) of a controlled group of corporations, within the meaning of Code Section 414(b), of which the Corporation is a member and which has been designated as an Employing Company by the Board of Directors; or

(c) An entity (or functional unit of an entity) under common control, within the meaning of Code Section 414(c), with the Corporation and which has been designated as an Employing Company by the Board of Directors.

(31) ERISA:

The Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations issued thereunder. A reference to any Section of ERISA shall also be deemed to refer to any applicable successor statutory provision.

(32) EXCESS AGGREGATE CONTRIBUTIONS:

Excess aggregate contributions as defined in Code Section 401(m)(6).

(33) EXCESS CONTRIBUTIONS:

Excess contributions as defined in Code Section 401(k)(8).

(34) EXCESS DEFERRAL AMOUNT:

With respect to a Participant, the lesser of (a) the amount by which a Participant’s Elective Deferrals exceed the limit in effect under Code Section 402(g) for a calendar year, or (b) the amount of the Participant’s Before-Tax Contributions and Discretionary Contributions made on a before-tax basis for the calendar year.

(35) HIGHLY COMPENSATED EMPLOYEE:

An employee who (A) was a 5-percent owner (as defined in section 416(i)(1) of the Code) of the Employer at any time during the Plan Year or the preceding Plan Year, or (B) for the preceding

Plan Year had compensation from the Employer in excess of $80,000 (as adjusted for inflation pursuant to Code Section 414(q)(1)) and was in the Top-Paid Group of Employees for such preceding Plan Year. For purposes of this subsection, the term compensation means compensation within the meaning of section 415(c)(3) of the Code. The Corporation is authorized to make any elections permitted under Code Section 414(q), and to modify any election previously made. Except to the extent prohibited by law, the election made with respect to any Plan Year need not be made with respect to any subsequent Plan Year. An election may be made by any written document evidencing the Corporation's intent to make such election and, with respect to a Plan Year, may be made at any time at which it is being determined whether the Plan satisfies the requirements of Code Section 401(a)(4), 401(k)(3), 401(m)(2), or 410(b) or any other applicable requirements that require identification of Highly Compensated Employees.

An Employee is in the Top-Paid Group of Employees for any year if such Employee is in the group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year (excluding any Employees described in Code Section 414(q)(5)).

(36) HOUR OF SERVICE:

An hour:

(a) for which an Employee is paid, or entitled to payment, for the performance of duties for the Corporation or a Related Company;

(b) for which the Employee is paid or entitled to payment by the Corporation or a Related Company on account of a period during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military reserve training leave, or leave of absence; or

(c) for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Corporation or a Related Company.

The following additional rules shall apply in calculating Hours of Service:

(i) no more than five hundred one (501) Hours of Service are required to be credited to an Employee on account of any single period during which the Employee performs no duties;

(ii) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation, or disability insurance laws;

(iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee;

(iv) a payment shall be deemed made by or due from the Corporation or a Related Company regardless of whether such payment is made directly, or indirectly through a trust fund, or insurer, to which the Corporation or a Related Company contributes or pays premiums and regardless of whether such contributions are for the benefit of particular Employees or on behalf of a group of Employees in the aggregate;

(v) no more than one Hour of Service shall be credited with respect to any hour of time;

(vi) an "Hour of Service" shall include any hour for which an Employee is entitled to payment by a Code Section 414(n)(2) "leasing organization" for the performance of duties for the Corporation or a Related Company.

The definition of "Hour of Service" shall be construed in accordance with, and shall include any additional periods of service, that may be required by regulations promulgated by the United States Department of Labor. The hour of service rules stated in the Department of Labor Regulations Section 2530.200b-2(b) and -2(c) are herein incorporated by reference.

(37) INDEPENDENT FIDUCIARY:

If any, the "named fiduciary" appointed by LMIMC as the Independent fiduciary with respect to the Company Stock Fund.

(38) INVESTMENT CONTRIBUTIONS:

Matching, Before-Tax, Roth, After-Tax, Discretionary and Rollover Contributions, QNECs and Transferred Amounts made on behalf of a Participant.

(39) INVESTMENT FIDUCIARY:

The Named Fiduciary with responsibility for Plan investments, as set forth in Article XIII.

(40) INVESTMENT FUNDS:

The separate funds in which assets of the Trust may be invested under the applicable provisions of this Plan, including Article X.

(41) INVESTMENT MANAGER:

Investment manager as defined in Section 3(38) of ERISA.

(42) JOINT AND SURVIVOR ANNUITY:

An annuity under which joint and survivor benefits are paid to the Participant for his life, and, following the Participant's death, are paid to the Participant's Spouse during the Spouse's lifetime at a rate equal to fifty percent (50%) of the rate at which such benefits are payable to the Participant, provided that with respect to a Participant who is not married on the Annuity Starting Date, the Joint and Survivor Annuity is a single life annuity payable to the Participant. The Joint

and Survivor Annuity is purchased with the distributable proceeds of the Spousal Consent Account Balance as applicable under Article XI.

(43) LMIMC:

Lockheed Martin Investment Management Company.

(44) MATCHING CONTRIBUTIONS:

Allocations pursuant to Article III(5).

(45) NAMED FIDUCIARY:

Named fiduciary as defined in Section 402(a)(2) of ERISA.

(46) NORMAL RETIREMENT AGE:

Age 65.

(47) PARTICIPANT:

An Employee (or former Employee) (i) with respect to whom an amount has been credited to his Account, and (ii) who continues to have rights or contingent rights to benefits under this Plan.

(48) PLAN:

The Lockheed Martin Corporation Operations Support Savings Plan, the terms of which are herein set forth.

(49) PLAN ADMINISTRATOR:

The Corporation.

(50) PLAN SPONSOR:

The Corporation.

(51) PLAN YEAR:

The twelve-month period beginning each January 1 and ending on the next following December 31.

(52) PRE-RETIREMENT SURVIVOR ANNUITY:

An annuity for the life of the Participant’s Spouse purchased with the distributable proceeds of the Participant’s Spousal Consent Account Balance as applicable under Article XI.

(53) QNEC:

Qualified nonelective contribution as defined in Treasury Regulation §1.401(k)-6 (or any applicable successor provision).

(54) QUALIFIED RETIREMENT PLAN LOAN:

Any loan from this Plan or any other retirement plan of the Employer that is made to a participant or beneficiary thereunder and that is subject to Code Section 72(p).

(55) REGULAR EMPLOYEE:

(a) Any Employee who is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1. The determination as to whether an individual meets the requirements of the preceding sentence shall be made as of the date the employee is hired (or rehired) as an employee by the business unit described in Appendix 1. An Employee who was not described in the first sentence of this Section as of the date of hire or rehire shall become a Regular Employee on the date the employee's schedule has changed so that he is scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1. An employee who was described in the first sentence of this Section as of the date of hire or rehire shall cease to be a Regular Employee on the date the Plan Administrator is notified that the employee's schedule has changed so that he is not scheduled to work, on a regular basis and for a period of at least one year, at least 20 hours per week taking into account only work with respect to the business units described in Appendix 1;

(b) Any Employee who has completed one Year of Service; or

(c) Any Employee who is a member of a bargaining unit that has adopted the Plan.

(56) RELATED COMPANY:

(i) each corporation which is a member of a controlled group of corporations (within the meaning of Code Section 1563(a), determined without regard to Code Sections 1563(a)(4) and (e)(3)(C)) of which the Corporation is a component member, (ii) each entity (whether or not incorporated) which is under common control with the Corporation, as such common control is defined in Code Section 414(c) and its Regulations, (iii) any organization which is a member of a Code Section 414(m) affiliated service group of which the Corporation or a Related Company is a member, and (iv) any organization which is required by regulations issued under Code Section 414(o) to be treated as a Related Company. The term "Related Company" shall also include each predecessor employer to the extent required by Code Section 414(a). An organization shall not be considered a Related Company for any purpose under the Plan prior to the date it is considered affiliated under clauses (i) through (iv) above.

(57) ROLLOVER ACCOUNT:

The portion of an Account reflecting Rollover Contributions made by a Participant as provided in Article III(4) and as adjusted each Valuation Date.

(58) ROLLOVER CONTRIBUTION:

A transfer described in Code Section 402(c)(1) or 403(a)(4)(A), a payment described in Code Section 401(a)(31) or 408(d)(3)(A)(ii), or an Elective Transfer. Rollover Contribution may include a direct rollover of an eligible rollover distribution or a participant contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code (including for a direct rollover of after-tax contributions), an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions, or an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state of political subdivision of a state.

(59) SHARES:

Shares of Company Stock.

(60) SPOUSAL CONSENT ACCOUNT BALANCE:

All amounts in a Participant's Account with respect to which a Joint and Survivor Annuity may be available under Article XI(9)(a) and with respect to which the Spousal consent provisions of Article XI(9)(a) may apply. The Spousal Consent Account Balance consists of all amounts in the Participant's Account that are attributable to amounts transferred from the GE MATSCO retirement plan, which was terminated effective December 18, 1988.

(61) SPOUSE:

The person to whom the Participant is lawfully married under applicable law on the date of the Participant's death, except that (a) for purposes of all Plan provisions related to Pre-Retirement Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant throughout the one-year period ending on the date of the Participant's death, and (b) for purposes of Article XI(4)(c) and all Plan provisions related to Joint and Survivor Annuities, an individual shall only be a Spouse if such individual was lawfully married to the Participant as of the Annuity Starting Date. For purposes of clarification, the term lawfully married or Spouse will include a marriage between same-sex individuals that is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the term lawfully married or Spouse does not include individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

A former spouse will be treated as the Spouse and a current spouse will not be treated as the Spouse to the extent provided under a qualified domestic relations order (within the meaning of Code Section 414(p)). If, pursuant to the preceding sentence, more than one individual is treated as a Spouse of a Participant, the total amount to be paid in the form of a Pre-Retirement Survivor Annuity, in the form of the survivor portion of a Joint and Survivor Annuity, or in any other form shall not exceed the amount that would be paid if there were only one Spouse, determined in accordance with Code Sections 401(a)(13) and 414(p).

(62) SPOUSE'S CONSENT:

A Spouse's consent to the Participant's designation of a Beneficiary other than the Spouse that meets the requirements of this paragraph. Such consent will be valid only if (i) it is in writing on a form prescribed therefore by the Plan Administrator, (ii) the Spouse's consent acknowledges the effect of the selection of another Beneficiary, and (iii) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefore by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(a) there is no Spouse;

(b) the Spouse cannot be located; or

(c) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's Beneficiary designation will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary designated in that consent. A Spouse's Consent may be revoked at any time and upon revocation the alternate Beneficiary designation shall become invalid. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of death benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(63) SUPPLEMENTAL AFTER-TAX CONTRIBUTIONS:

After-Tax Contributions elected by a Participant pursuant to Article III(3)(b).

(64) SUPPLEMENTAL BEFORE-TAX CONTRIBUTIONS:

Before-Tax Contributions elected by a Participant pursuant to Article III(2)(b).

(65) TERMINATION OF EMPLOYMENT:

Termination of employment from the Employer, subject to the following provisions:

(a) With respect to Before-Tax Contributions (and the earnings and losses attributable thereto) and QNECs (and the earnings and losses attributable thereto), the term "Termination of Employment" shall mean:

(i) a severance from employment with the Employer within the meaning of Code Section 401(k)(2)(B)(i)(I),

(ii) provided that an event described in Code Section 401(k)(10)(A), taking into account Code Section 401(k)(10)(B), shall be treated as a severance from employment with the Employer for this purpose.

Notwithstanding the foregoing, a Participant's change in status from an Employee to a Leased Employee shall not be treated as a severance from employment for purposes of Section (94)(a)(i) above.

(b) An event shall not be treated as a Termination of Employment with respect to that portion of a Participant's Account that, in connection with such event, is transferred from the Plan to another plan, which other plan is qualified under Code Section 401(a) or 403(a) and is maintained by the employer by which the Participant becomes employed in connection with the event. For purposes of this subsection (b), a transfer shall not include an Elective Transfer, but shall include a merger or consolidation of any part of this Plan with a plan described in the preceding sentence.

(66) TRANSFERRED AMOUNTS:

Amounts transferred to the Trustee pursuant to Article III(8).

(67) TRUST:

The trust described in Article VIII.

(68) TRUST AGREEMENT:

The agreement (or agreements) pursuant to which the Trust Fund is held.

(69) TRUST FUND:

A term used to refer to assets held in the Trust under the Plan.

(70) TRUSTEE:

The trustee referred to in Article XIII.

(71) UNIT or UNIT VALUE:

The method by which the value of a Participant's Account is measured, as described in Article X(4).

(72) VALUATION DATE:

The close of business on the day on which a transaction is processed. Notwithstanding the foregoing, in the case of a transaction between the Plan and a "disqualified person" (as defined in Code section 4975(e)(2)), the valuation date shall be the date of the transaction in accordance with Treasury Regulation section 54.4975-11(d)(5).

(73) YEAR OF SERVICE:

A twelve-month period in which the Employee completes at least one thousand (1,000) Hours of Service. The twelve-month period shall be the twelve-month period beginning on the Employee's date of hire (or date of rehire following a Break in Service), and any Plan Year

beginning after that date. “Date of Hire” shall mean the day on which the Employee completes an Hour of Service.

## Article II.

## EFFECTIVE DATE, ELIGIBILITY, AND PARTICIPATION

(1) EFFECTIVE DATE:

The Plan, as amended and restated herein, is effective as of January 1, 2019, or such other date as indicated herein.

(2) ELIGIBILITY AND PARTICIPATION:

(a) Each Employee who was a Participant immediately before the Effective Date shall continue as a Participant.

(b) An individual who does not qualify under subsection (a) shall be eligible to become a Participant immediately, if he is hired as a Regular Employee. If an individual is not hired as a Regular Employee, the individual shall be eligible to become a Participant on the date he becomes a Regular Employee.

(c) Unless a participating business unit designates a portion of its Discretionary Contribution as an automatic profit sharing contribution, participation in this Plan is voluntary. Any Employee who is eligible to be a Participant may become a Participant as of the date specified in Article III(1)(b) by properly following the enrollment procedures established by the Plan Administrator, which shall include an agreement under which he elects Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, and/or the portion of the Discretionary Contribution to be contributed to the Plan on a before-tax basis, in accordance with Articles III and IV. An Auto-Enroll Eligible Employee may also become a Participant in accordance with a “Default Elective Deferral” as set forth in Article V below.

(d) For purposes of the Plan, Employees shall be credited with service for the Employer to the extent that such service would have been credited under this Plan and to the extent that such service is otherwise credited by the Employer in any permissible manner.

(e) Notwithstanding anything herein to the contrary, an individual shall cease to be eligible to participate under the Plan as of the date that he ceases to be an Employee. See Article XI(2) with respect to the treatment of a Participant who ceases to be an Employee but remains employed by the Employer.

(f) Notwithstanding anything herein to the contrary, a Participant who has a Termination of Employment and is rehired as an Employee shall be eligible to participate in the Plan immediately upon rehire. The Employee’s contribution election shall be effective within an

administratively reasonable time after such election; provided the election is submitted in accordance with the Plan Administrator's procedures.

## Article III.

## CONTRIBUTIONS

(1) CONTRIBUTION ELECTIONS:

(a) (i) As required by Article II(2)(c) (except as set forth in Article V below), an Employee must enter into an agreement in a form acceptable to the Plan Administrator under which he elects Before-Tax Contributions (see Section (2)), Roth Deferral Contributions (see Article IV), After-Tax Contributions (see Section (3)), and the portion of the Discretionary Contribution to be contributed to the Plan on a before-tax basis (See Section (6)), in order to become a Participant. Subject to the limitations of Section (2) and (3) of this Article III and Article IV, the Participants contribution election referenced in this subpart (a)(i) must specify the percentages of the Participant's Base Salary to be contributed to the Trust Fund as Before-Tax Contributions, Roth Deferral Contributions, and/or After-Tax Contributions. The elected percentages must be in multiples of 1% of Base Salary. A Participant may elect Supplemental Before-Tax Contributions or Supplemental After-Tax Contributions only if the Basic Before-Tax Contributions and/or Basic After-Tax Contributions that will be made by him, or on his behalf, are at the maximum level permitted under Sections (2)(a) and (3)(a) of this Article. The Participant's contribution election must also specify, in multiples of 1%, the percentage of the Discretionary Contribution to be contributed to the Trust Fund on a before-tax basis.

(ii) An Auto-Enroll Eligible Employee who (1) does not make an affirmative election to participate as set forth in subpart (a)(i) and (2) has not made an Affirmative Election to opt-out of participation in accordance with Article V below shall be deemed to have elected to participate in the Plan in accordance with Article V below.

(b) A Participant's contribution election shall become effective as follows:

(i) An existing contribution election of an Employee who was a Participant immediately before and after the Effective Date shall remain in effect until such time as it is changed or suspended in accordance with the terms of this Plan.

(ii) The contribution election of an Employee who meets the eligibility requirements of Article II (other than a Participant described in subparagraph (i) above) shall be effective within an administratively reasonable time after such election is received by the Plan Administrator; provided the election is submitted in accordance with the Plan Administrator's procedures.

(iii) The contribution election of an Employee who has suspended contributions shall be effective within an administratively reasonable time after such election is received by the Plan Administrator, provided the election is submitted in accordance with the Plan Administrator's procedures.

(c) Subject to the limitations set forth in this Article III, a Participant's contribution election shall remain in effect until the Participant changes or suspends the election as provided in subsection (d) of this Section (1). If a Participant ceases to be an Employee, his contribution election will be terminated, and no further Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, and/or Discretionary Contributions on a before-tax basis will be made to the Plan unless and until he again becomes an Employee and a new agreement becomes effective. In the event of an adjustment in Base Salary, the dollar amount of contributions shall thereafter be automatically adjusted in accordance with the percentages set forth in the contribution election which is in effect at the time the adjustment in Base Salary is made.

(d) A Participant may suspend or change the level of either category of Before-Tax Contributions, Roth Deferral Contributions, or After-Tax Contributions, or the level of Discretionary Contributions on a before-tax basis, effective within an administratively reasonable time after the Plan Administrator receives notice, in accordance with the procedures established by the Plan Administrator, of such suspension or change, including via an Eligible Employee setting his or her contributions to increase automatically each year on the date of his or her choice. A contribution election, as so modified, shall thereafter remain in effect as provided in subsection (c).

(e) Any Before-Tax Contributions, Roth Deferral Contributions, After-Tax Contributions, and Discretionary Contributions on a before-tax basis made pursuant to a Participant's contribution election shall be paid into the Trust Fund for investment according to the investment options selected by the Participant. Notwithstanding the forgoing, Before Tax Contributions made in accordance with a Default Elective Deferral shall be paid into the Trust Fund for investment in accordance with Article V(1)(f) and Article X(2)(d).

(f) Notwithstanding anything herein to the contrary, the effective date of a contribution election (under subsection (b)) or a contribution modification election (under subsection (d)) shall be delayed for any reasons that are appropriate in the sole and absolute discretion of the Plan Administrator, taking into account its duties under ERISA. Such a reason could include, for example, a technological malfunction affecting the implementation of contribution elections and/or contribution modification elections. In the case of a delay pursuant to this subsection (f), the effective date of an affected contribution election or contribution modification election shall be within an administratively reasonable time after the first date on which the reason for the delay no longer applies.

(g) For purposes of the Plan, the term "contribution election" shall include a Default Elective Deferral as set forth in Article V below.

(2) BEFORE-TAX CONTRIBUTIONS:

A Participant may elect with respect to any pay period Before-Tax Contributions at a rate of up to 25% of his Base Salary. Before-Tax Contributions may consist of Basic Before-Tax Contributions and Supplemental Before-Tax Contributions.

A Participant may elect with respect to any pay period:

(a) Basic Before-Tax Contributions at a rate of up to the Basic Contribution Percentage established for the Participant's business location for such pay period, and

(b) Supplemental Before-Tax Contributions at a rate of up to the Supplemental Before-Tax Percentage established for the Participant's business location for such pay period.

Notwithstanding the foregoing, a Participant may not elect to make Supplemental Before-Tax Contributions with respect to a pay period unless the sum of the Participant's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Percentage established by the Participant's employer for such pay period.

Lump-sum wage supplements and/or contractual ratification bonuses may be contributed as Before-Tax Contributions to the extent provided in a collective bargaining settlement or agreement, but will not be subject to Matching Contributions by the Company.

(3) AFTER-TAX CONTRIBUTIONS:

A Participant may elect with respect to any pay period After-Tax Contributions at a rate of up to 25% of his Base Salary, less any Before-Tax Contributions. After-Tax Contributions may consist of Basic After-Tax Contributions and Supplemental After-Tax Contributions.

A Participant may elect with respect to any pay period:

(a) Basic After-Tax Contributions at a rate (applied to his Base Salary for such pay period) up to the difference between the Basic Contribution Percentage established for the Participant's business location and the rate of Basic Before-Tax Contributions in effect for that Participant for the same pay period;

(b) Supplemental After-Tax Contributions at a rate (applied to his Base Salary for such pay period) up to the difference between the Supplemental After-Tax Percentage established for the Participant's business location and the rate of Supplemental Before-Tax Contributions in effect for that Participant for the same pay period.

Notwithstanding the foregoing, a Participant may not elect to make Supplemental After-Tax Contributions with respect to a pay period unless the sum of the Participant's Basic Before-Tax Contributions and Basic After-Tax Contributions with respect to such pay period equals the Basic Contribution Percentage established for the Participant's business location for such pay period.

(4) ROLLOVER CONTRIBUTIONS:

(a) The Plan Administrator may in its sole and absolute discretion permit an Employee to make one or more Rollover Contributions to the Trust Fund. For purposes of making a decision as to whether to permit a Rollover Contribution by an Employee, the Plan Administrator may in its sole and absolute discretion require the Employee or other parties to provide such information or documentation as the Plan Administrator deems appropriate. The Plan Administrator may but is not required to establish such rules and procedures as it deems

appropriate with respect to the manner in which it will exercise its sole and absolute discretion under this Section (4)(a).

(b) A Rollover Contribution with respect to a Participant shall be credited to the Account of such Participant. No Matching Contributions will be made with respect to a Rollover Contribution.

(5) MATCHING CONTRIBUTIONS:

Subject to the limitations set forth in this Article III, the Corporation, on behalf of the participating business units, shall cause a Matching Contribution to the allocated to the Account of each Participant who is employed by such participating business unit in an amount equal to the Matching Contribution Percentage established for the Participant's business location or collective bargaining agreement, as specified on Schedule A attached hereto, applied to the Basic Before-Tax and Basic After-Tax Contributions made by or on behalf of each such Participant.

(6) DISCRETIONARY CONTRIBUTIONS:

(a) Each payroll period, the Corporation may, in its discretion, designate an additional amount equal to a percentage of each Participant's Base Salary for such payroll period as available for contribution to the Plan on a before-tax bases. The amount may vary by business unit, contract and collective bargaining agreement, and is specified on Schedule A attached hereto. A Participant may elect to contribute all or a portion of this amount (in multiples of 1%) to the Plan as a Discretionary Contribution, and to receive any remaining portion in cash. Discretionary Contributions will be treated as Supplemental Before-Tax Contributions, but without regard to the second to last paragraph of Article III(2). A Participant may change the percentage to be contributed to the Plan according to the rules for changing Before-Tax Contributions in Article III(1)(b).

(b) A participating business unit may designate all or a portion of the Discretionary Contribution as a profit sharing contribution to be automatically contributed to the Plan. A Participant may not elect to receive this profit sharing contribution as cash.

(c) Discretionary Contributions shall be paid into the Trust Fund for investment according to the investment options selected by the Participant for Before-Tax Contributions.

(d) If a Participant transfers to a participating business unit with a smaller Discretionary Contribution, the Participant will receive the entire Discretionary Contribution in cash unless the Participant makes a new election as to the portion of the Discretionary Contribution to be contributed to the Plan on a before-tax basis. If a Participant transfers to a participating business unit with a larger Discretionary Contribution, the Participant will receive the additional amount as cash unless he makes an election to contribute the additional amount to the Plan on a before-tax basis.

(7) LIMIT ON TOTAL CORPORATION CONTRIBUTIONS:

The total amount of Corporation Matching Contributions, Before-Tax Contributions, and Discretionary Contributions for a taxable year shall not be greater than the maximum amount of

contributions permitted by law as a tax deductible expense to the Employing Companies for such taxable year under Section 404 of the Code, or under any other applicable provisions of the Code.

(8) PLAN TO PLAN TRANSFER:

(a) The Plan Administrator may in its sole and absolute discretion permit the Trustee to accept, as part of the Trust Fund, assets and liabilities that are (i) transferred from a plan qualified under Code Section 401(a) or 403(a) or (ii) received as a result of a merger or consolidation of such a plan into this Plan.

(b) Such property shall be credited to Participants' Accounts in accordance with applicable law, as directed by the Plan Administrator.

(c) Any Participant for which such a transfer, merger, or consolidation is made shall be entitled to receive amounts attributable to the benefits accrued under the transferring plan in any optional form of payment available to the Participant under that plan to the extent required by Code Section 411(d)(6). Except as provided in this Plan, optional forms of payment otherwise available under this Plan shall not be available with respect to such amounts. Any contributions made under this Plan (along with income earned under this Plan) shall be paid only in the distribution forms available under Articles VII and XI, and any distribution form available under the transferring plan that is not available under this Plan shall be deemed to be eliminated prospectively under this Plan, effective on the day the transfer becomes effective.

(d) This Section does not apply to any Rollover Contribution to which Section (4) applies.

(9) NONDISCRIMINATION RULES:

This Section shall only apply to the extent required by law.

(a) Contributions and forfeitures under the Plan shall satisfy the actual deferral percentage test set forth in Code Section 401(k)(3) and the contribution percentage test set forth in Code Section 401(m)(2) (taking into account all applicable rules as of the effective date of such rules, including the rules under Code Section 401(m)(9) regarding multiple use of the alternative limitation and the rules regarding aggregation of plans and contributions), as incorporated herein by reference. Any initial violation of the rule regarding multiple use of the alternative limitation shall be deemed to be an initial violation of the contribution percentage test (rather than a violation of the actual deferral percentage test) and accordingly shall be corrected in the manner set forth in Section (9)(c).

(b) In the event that contributions under the Plan initially fail to satisfy the actual deferral percentage test set forth in Code Section 401(k)(3), such failure shall be corrected by (i) in the sole and absolute discretion of the Plan Administrator, the recharacterization of Excess Contributions as After-Tax Contributions to the extent and for the purposes permitted by Code Section 401(k)(8), and (ii) the distribution, within the period set forth in Code Section 401(k)(8), of Excess Contributions that are not recharacterized (adjusted by any income or loss attributable to such Excess Contributions) to the Participants to whom such Excess Contributions are

distributable under Code Section 401(k)(8). Any previous distributions of Excess Deferral Amounts pursuant to Section (10) shall be taken into account, in accordance with applicable law, in determining the amount of Excess Contributions for purposes of this Section (9)(b).

With respect to any Participant, the Excess Contributions that are recharacterized or distributed shall be deemed to consist first of Supplemental Before-Tax Contributions and Discretionary Contributions made on a before-tax basis; and second, after all such Supplemental Before-Tax Contributions and Discretionary Contributions have been recharacterized or distributed, Basic Before-Tax Contributions. Notwithstanding anything herein to the contrary, if a Basic Before-Tax Contribution is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution shall be forfeited except to the extent that such Matching Contribution would be distributed pursuant to Section (9)(c).

(c) In the event that contributions and forfeitures under the Plan initially fail to satisfy the contribution percentage test set forth in Code Section 401(m)(2), such failure shall be corrected by the distribution, within the period set forth in Code Section 401(m)(6), of Excess Aggregate Contributions (adjusted by any income or loss attributable to such Excess Aggregate Contributions) to the Participants to whom such Excess Aggregate Contributions are distributable under Code Section 401(m)(6).

With respect to any Participant, the Excess Aggregate Contributions that are distributed shall be deemed to consist first of Supplemental After-Tax Contributions; second, after all such Supplemental After-Tax Contributions have been distributed, Basic After-Tax Contributions and the corresponding amount of Matching Contributions; and third, after all such Basic After-Tax Contributions and corresponding Matching Contributions have been distributed, other Matching Contributions.

(d) In the event that contributions and forfeitures under the Plan initially fail to satisfy both the actual deferral percentage test and the contribution percentage test, the correction described in Section (9)(b) with respect to the actual deferral percentage test shall apply first.

(e) For purposes of this Section, the determination of the income or loss attributable to Excess Contributions or Excess Aggregate Contributions shall be made in accordance with Article X. The applicable income or loss shall be determined through date of distribution (or a date no more than seven days before the date of distribution).

(f) Distributions under this Section shall be made notwithstanding any other provision of the Plan.

(g) Notwithstanding anything herein to the contrary, with respect to any Plan Year, the Corporation, on behalf of the Employing Companies, may, in its sole and absolute discretion, make QNECs. Any such QNECs shall be allocated among the Accounts of all Employees in proportion to their Base Salary for the Plan Year, except to the extent that the Corporation elects to allocate the QNECs only among specific Employees that it designates. Any such QNECs shall be taken into account for purposes of applying this Section, provided that such QNECs must satisfy the requirements of Treasury Regulation section 1.401(k)-2(a)(6)(iv).

(h) For purposes of the tests in Code Sections 401(k)(3) and 401(m)(2) (taking into account all applicable rules as of the effective dates of such rules, including the rules under Code Section 401(m)(9) and the rules regarding the aggregation of plans and contributions), as set forth in this Section:

(i) The current year testing method (as described in the last sentence of Code Section 401(k)(3)(A) and the last sentence of Code Section 401(m)(2)(A)) shall be used, and

(ii) Internal Revenue Service guidance that has been or shall be issued under the applicable Code Sections is hereby incorporated by reference, subject to any applicable effective dates and transition rules contained therein.

(i) The multiple use test described in Treasury Regulation section 1.401(m)-2 and this section shall not apply.

(10) LIMIT ON ELECTIVE DEFERRALS:

(a) With respect to any Participant, the sum, for a calendar year, of (i) Before-Tax Contributions and Discretionary Contributions made on a before-tax basis under this Plan, and (ii) Elective Deferrals under all other plans, contracts, or arrangements maintained by the Employer, shall not exceed the limit in effect for such year under Code Section 402(g).

(b) If, notwithstanding the prohibition in Section (10)(a), a Participant has exceeded the limit on Elective Deferrals set forth in Code section 402(g) for a calendar year, the Participant may request a distribution of any or all of his Excess Deferral Amount, adjusted by income or loss attributable thereto for the calendar year. Such request must be made in a manner prescribed by the Plan Administrator no later than the following March 1. Such request shall include the Participant's written statement of the Participant's Excess Deferral Amount and the portion of such Excess Deferral Amount requested to be distributed from the Plan. The Plan Administrator may require further information or evidence from the Participant to establish the foregoing. However, with respect to an Excess Deferral Amount that exists taking into account solely Elective Deferrals under plans, contracts, and arrangements of the Employer, the Employer may submit the request to the Plan Administrator and such request may be submitted on or before the following April 15.

Any Excess Deferral Amount for which a request is properly submitted under the preceding paragraph, and the income or loss attributable thereto for the calendar year to which the Excess Deferral Amount relates, shall be distributed no later than April 15 of the immediately succeeding calendar year, notwithstanding any other provisions of the Plan. The determination of income or loss attributable to Excess Deferral Amounts shall be made in accordance with Article X.

A distribution made under this Section (10)(b) may be made prior to the expiration of the calendar year to which the excess deferral relates, but in no event earlier than the date on which the Plan received the excess deferral.

Any distribution made under this Section (10)(b) shall be designated in a manner prescribed by the Plan Administrator as a distribution of excess deferrals; the request submitted by the

Participant or the Employer shall be deemed to be a designation by the Participant of the distribution as a distribution of excess deferrals.

The Excess Deferral Amount shall be reduced in accordance with Treasury Regulation § 1.402(g)-1(e)(6) (or any applicable successor provision).

(11) MAXIMUM ADDITIONS:

(a) Notwithstanding anything contained herein to the contrary, the Annual Addition of a Participant for any Plan Year shall not exceed the limits set forth under Code Sections 415(c)(1) and 415(d).

(b) If a Participant's projected Annual Addition for a Plan Year would exceed the limitations of subsection (a), the necessary reductions in Annual Additions shall be made pursuant to Article III(12) and in the following order: first, under this Plan, and secondly, under any other defined contribution plan. Any reductions required under this Plan, to satisfy the limitations of subsection (a), shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; third, by reducing the amount of the Participant's Basic After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fourth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions; fifth, by reducing any remaining Matching Contributions; and sixth, by reducing any Discretionary Contributions.

(c) Correction of excess Annual Additions shall be made in accordance with the methods described in the Internal Revenue Service Employee Plans Compliance Resolution System.

(d) Any reduction of Matching Contributions under subsection (b) shall be treated in accordance with Treasury Regulation § 1.415-6(b)(6)(ii) (or any applicable successor provision).

(12) COMPLIANCE:

Notwithstanding anything herein to the contrary, the Plan Administrator shall, on a prospective basis, reject any election under Sections (2) or (3), or reduce the amount of Before-Tax Contributions and After-Tax Contributions (and the corresponding Matching Contributions), and Discretionary Contributions on a before-tax basis, even if such election has already become effective, to the extent that the Plan Administrator, in its sole and absolute discretion, deems it necessary or appropriate to ensure that contributions under the Plan comply with the rules set forth in Sections (9), (10), or (11), or otherwise to ensure the Plan's qualified status or to ensure that the Plan's cash or deferred arrangement is qualified under Code Section 401(k).

The Plan Administrator's authority under the preceding paragraph to reject or reduce an election based on the rules set forth in Section (9) or on other nondiscrimination rules shall apply not only to Highly Compensated Employees but also to Employees that the Plan Administrator considers in its sole and absolute discretion to be similarly situated. For example, an individual who is first employed by the Employer in the current Plan Year may not be a Highly Compensated

Employee but the Plan Administrator could, in its judgment, consider him to be similarly situated with respect to Highly Compensated Employees if, inter alia, such individual's rate of base pay equals or exceeds the dollar amount in effect in the preceding Plan Year under Code Section 414(q)(1)(B)(i).

In the event of a rejection or reduction described in the preceding paragraphs with respect to Before-Tax Contributions, the Plan Administrator may, in its sole and absolute discretion and to the extent permitted under the Code and ERISA, treat the affected Participant as having elected to make After-Tax Contributions in lieu of Before-Tax Contributions; such After-Tax Contributions shall be Basic After-Tax Contributions or Supplemental After-Tax Contributions, as determined under the otherwise applicable provisions of this Plan. The preceding sentence shall apply, in the converse, to rejections or reductions with respect to After-Tax Contributions.

In addition, the Plan Administrator may, in its sole and absolute discretion and to the extent permitted under the Code and ERISA, return After-Tax Contributions and Discretionary Contributions to the affected Participants or cause the affected Participants to forfeit Matching Contributions.

Any reduced election under the first paragraph of this Section or deemed election under the third paragraph of this Section shall be subject to all otherwise applicable requirements, including those set forth in Section (1)(a), provided that a reduced election and/or deemed election attributable to the limits set forth in Sections (10)(a) or (11) shall only be subject to such requirements to the extent required by law.

All acts of the Plan Administrator under this Section shall be made in a manner permitted under the Code and ERISA.

(13) CATCH-UP CONTRIBUTIONS:

For purposes hereof, "Catch-Up Contribution" shall mean an elective deferral permitted under Code Section 414(v). An employee who is eligible to make elective deferrals under this Plan, who has attained age 50 before the close of the Plan Year in question, and who satisfies the requirements of Code Section 414(v)(5)(A) regarding Code or Plan limits (a "Catch-Up Eligible Employee") shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Code Section 414(v). Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. Such Catch-Up contributions shall be considered Supplemental Before-Tax Contributions, but shall be in addition to Supplemental Before-Tax Contributions otherwise permissible under the Plan. Such Catch-Up Contributions shall not be subject to or eligible for any employer Matching Contribution of any type. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, by reason of the making of such Catch-Up Contributions.

A Catch-Up Eligible Employee may elect to make Catch-Up Contributions by properly following the election procedures for Catch-Up Contributions established by the Plan Administrator. A Catch-Up Eligible Employee's election to make Catch-Up Contributions must

specify the dollar amount (in whole dollar increments ranging between $1 and the catch-up limit for the year under Code Section 414(v)) to be deducted from his pay each pay period and contributed to the Plan as a Catch-up Contribution on his behalf. Notwithstanding the foregoing, the maximum Catch-Up Contribution permitted for a year shall not exceed the maximum amount of Catch-Up Contribution permitted under Code Section 414(v) for the year.

(14) GAP PERIOD INCOME:

Notwithstanding anything in the Plan to the contrary, distributions of excess deferrals, excess contributions, and excess aggregate contributions shall not include earnings or losses from the end of the Plan Year for which the contributions were made and the date of the distributions.

## Article IV.

## ROTH DEFERRAL CONTRIBUTIONS

(1) GENERAL:

The Plan will accept Roth Deferral Contributions made on behalf of Participants. An Eligible Employee's contribution election must specify the percentage (if any) of the Eligible Employee's Base Salary to be contributed to the Trust Fund as Roth Deferral Contributions, and the elected percentage must be in a multiple of 1% of Base Salary. An Eligible Employee's Roth Deferral Contributions will be allocated to a separate sub-account maintained for such deferrals as described in Section 2.

(2) SEPARATE ACCOUNTING:

(a) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Deferral Contribution sub-account maintained for each Participant. The Plan will maintain a record of the amount of Roth Deferral Contributions in each Participant's account.

(b) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Deferral Contribution sub-account and the Participants other accounts under the Plan.

(c) No contributions other than Roth Deferral Contributions and properly attributable earnings will be credited to each Participant's Roth Deferral Contribution sub-account.

(3) DIRECT ROLLOVERS:

(a) Notwithstanding Article XI(8)(d), a direct rollover of a distribution from a Roth Deferral Contributions sub-account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(b) Notwithstanding Article I(58) or Article III(4), the Plan will accept a rollover contribution to a Roth Deferral Contribution sub-account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(c) To the extent that the Plan limits direct rollovers of amounts that are reasonably expected to total less than $200 during a year, the Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Deferral Contributions sub-account if the amounts of the distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Deferral Contributions sub-account is not taken into account in determining whether distributions from a Participant's other sub-accounts are reasonably expected to total less than $200 during a year. In applying the default rollover provisions of Article XI(8)(f) of the Plan, amounts in the Participant's Roth Deferral Contributions sub-account and amounts in the Participant's other accounts under the Plan are treated as accounts held under two separate plans in determining whether a mandatory distribution exceeds $1,000.

(d) To the extent that the Plan allows a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least $500, such provision will be applied by treating any amount distributed from the Participant's Roth Deferral Contributions sub-account as a separate distribution from any amount distributed from the Participant's other sub-accounts in the Plan, even if the amount are distributed at the same time.

(4) CORRECTION OF EXCESS CONTRIBUTIONS:

(a) In the case of a re-characterization or distribution of Excess Contributions pursuant to Article III(9), Excess Contributions that are re-characterized or distributed shall be deemed to consist first of Supplemental Roth Deferral Contributions; second, of Supplemental Before-Tax Contributions; third, of Basic Roth Deferral Contributions, and fourth, of Basic Before-Tax Contributions. If a Basic Before-Tax Contribution (including a Basic Roth Deferral Contribution) is distributed to a Participant, the Matching Contribution allocated with respect to such Basic Before-Tax Contribution (including a Basic Roth Elective Deferral) shall be forfeited except to the extent such Matching Contribution would be distributed pursuant to Section 9(e).

(b) In the case of a reduction in Annual Additions under Article III(11) (relating to Code Section 415), any reductions required under this Plan shall be made first, by reducing the amount of the Participant's Supplemental After-Tax Contributions; second, by reducing the amount of the Participant's Supplemental Roth Deferral Contributions; third, by reducing the amount of the Participant's Supplemental Before-Tax Contributions; fourth, by reducing the amount of the Participant's Basic-After-Tax Contributions, which shall thereby reduce the amount of related Matching Contributions; fifth, by reducing the amount of the Participant's Basic Roth Deferral Contributions, which shall similarly reduce the amount of related Matching Contributions; sixth, by reducing the amount of the Participant's Basic Before-Tax Contributions, which shall similarly reduce the amount of related Matching Contributions, and seventh, by reducing any remaining Matching Contributions.

(c) For the purposes of this sub-part (4), “Basic Roth Deferral Contributions” shall mean Roth Deferral Contributions which are subject to Matching Contributions, and Supplemental Roth Deferral Contributions shall mean Roth Deferral Contributions which are not subject to Matching Contributions.

(5) TREATMENT OF ROTH DEFERRAL CONTRIBUTIONS:

(a) Unless specifically stated otherwise, Roth Deferral Contributions will be treated as elective deferrals for all purposes under the Plan. Accordingly, references in the Plan to “Before-Tax Contributions and After-Tax Contributions” will generally mean Before-Tax Contributions, After-Tax Contributions, and Roth Deferral Contributions. Roth Deferral Contributions shall be treated as Before-Tax Contributions for purposes of Article III(13) (Catch-up Contributions) and for purposes of Plan limitations related to actual deferral percentage test under Code section 401(k)(3) or limits on elective deferrals under Code Section 402(g).

(b) For purposes of Article III(2) and III(5) the term, “Basic Before-Tax Contributions” shall mean a combination of Basic Before-Tax Contributions and/or Roth Deferral Contributions, and for purposes of Article III(3) and III(5), the term “Basic After-Tax Contributions” shall mean a combination of Basic After-Tax Contributions and Roth Deferral Contributions. Thus, for example, for purposes of Article III(2), the amount of non-Roth Basic Before-Tax Contributions and matched Roth Deferral Contributions combined may not exceed the Matching Contribution Percentage; and for purposes of Article III(5), the maximum amount of contributions which may be subject to a related Matching Contribution (including Before-Tax Contributions, Roth Deferral Contributions, and After-Tax Contributions combined) will be the Matching Contribution Percentage.

(c) Notwithstanding (a) above, Roth Deferral Contributions shall not be counted for purposes of Article VII(1) (After-Tax Withdrawals). Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts) may be transferred to a Roth Self-Directed Brokerage Account under Article X of the Plan. Roth Deferral Contributions (including rollovers of Roth amounts and In-Plan Roth Rollover amounts, but excluding Roth Deferral Contributions, rollovers of Roth amounts, and In-Plan Roth Rollover amounts invested in a Roth Self-Directed Brokerage Account) shall be available for a loan from the Plan under Article XII.

(6) DEFINITIONS:

(a) Roth Deferral Contribution shall mean an elective deferral that is:

(i) Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Before-Tax Contributions the Participant is otherwise eligible to make under the Plan; and

(ii) Treated as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

## Article V.

## ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

(1) RULES OF APPLICATION:

(a) To the extent any other provision of the Plan is inconsistent with the provisions of this Article, the provisions of this Article shall govern. This Article is intended to comply with the requirements of Code Section 414(w) and is to be interpreted accordingly.

(b) Default Elective Deferrals will be made on behalf of a Covered Employee who has not made an Affirmative Election regarding Elective Deferrals during the period beginning on the date he/she became an Auto-Enroll Eligible Employee and ending 30 calendar days thereafter (the "Deemed Election Period"). Such Default Elective Deferrals will commence within an administratively reasonable time after the end of the Deemed Election Period.

(c) During the Plan Year that a Participant becomes a Covered Employee and has a Default Elective Deferral, the amount of Default Elective Deferrals made for a Covered Employee (the "Default Percentage") is equal to 3% of Base Salary for each pay period. For each subsequent calendar year, a Covered Employee's Default Percentage will increase to the next higher 1% multiple of Base Salary effective as soon as practicable after the Auto Escalation Date for the year (so, for example, a Covered Employee who was contributing at the 3% rate for the previous year will have his Default Percentage increased to 4% of Base Salary effective as soon as practicable after the Auto Escalation Date for the year). The Participant's Default Percentage shall be increased each succeeding year to the next higher 1% multiple of Base Salary in accordance with this Section until (i) the Participant ceases to be a Covered Employee (either by making an affirmative election to cease Elective Deferrals or by making an affirmative election with respect to the amount of Elective Deferrals) or (ii) the Participant's Default Elective Deferral Percentage reaches 6% of Base Salary. The "Auto Escalation Date" for a calendar year shall be the pay date of the first payroll period which occurs in March of the year.

(d) As soon as practicable after becoming a Covered Employee, the Covered Employee shall be given a notice as set forth in Section (4). In accordance with the above, a Covered Employee shall have a reasonable opportunity after receipt of the notice to make an Affirmative Election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the covered Employee makes an Affirmative Election.

(e) If a Covered Employee makes an Affirmative Election (either during the Deemed Election Period of thereafter) such Affirmative Election shall be effective as set forth in Section (1)(b) or (d) of Article III, as appropriate from the context. Such Employee will not thereafter be

Covered Employee unless he or she again becomes an Auto-Enroll Eligible Employee on account of a new employment action.

(f) Unless otherwise specified by a Covered Employee, Default Elective Deferrals will be invested in accordance the Article X(2)(d) of the Plan.

(2) DEFINITIONS:

(a) An "Eligible Automatic Contribution Arrangement" or "EACA" is an automatic contribution arrangement that satisfied the uniformity requirement in Section (3) and the notice requirement in Section (4).

(b) As the context requires, an "Affirmative Election" means either (i) an affirmative election not to have any Elective Deferral Contributions made (including an election during the Deemed Election Period to opt-out of Default Elective Deferrals or an affirmative election to suspend contributions as set forth in Section (1)(d) of Article III), (ii) an affirmative election (in accordance with Section(1)(a)(i) of Article III) to make Before-Tax or After-Tax Contributions, (iii) an affirmative election to modify contributions in accordance with Section (1)(d) of Article III, or (iv) an affirmative election not to have the Default Percentage increased pursuant to Section (1). An Affirmative Election must be made in such manner and such time as established by the Plan Administrator for such purpose.

(c) An "Automatic Contribution Arrangement" is an arrangement under which, in the absence of an Affirmative Election by a Covered Employee, a certain percentage of compensation will be withheld from the Covered Employee's Base Salary and contributed to the Plan as a Before-Tax Contribution.

(d) A "Covered Employee" means an Auto-Enroll Eligible Employee who does not have an Affirmative Election in effect regarding Elective Deferral Contributions. Notwithstanding the foregoing, an Auto-Enroll Eligible Employee shall also not be a Covered Employee for any period after he ceases to have Default Elective Deferrals made on his behalf.

(e) "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an Affirmative Election in effect regarding Elective Deferral Contributions.

(f) The "Default Percentage" is the percentage of a Covered Employee's Base Salary contributed to the Plan as a Default Elective Deferral as set forth in Section (1) hereof.

(g) "Elective Deferrals" means Before-Tax Contributions.

(h) "Elective Deferral Contributions" means Before-Tax Contribution or After-Tax Contributions as elected by an Eligible Employee.

(3) UNIFORMITY REQUIREMENT:

(a) Except as provided in Section (3)(b) below or in Section (1), the same percentage of Base Salary will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.

(b) Default Elective Deferrals will be reduced or stopped to meet the limitations under Code sections 401(a)(17), 402(g), and 415.

(4) NOTICE REQUIREMENT:

(a) At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than 90 days before the employee becomes a Covered Employee but no later than the date the employee becomes subject to Default Elective Deferrals.

(b) The notice must accurately describe:

(i) The amount of Default Elective Deferrals that will be made on the Covered Employees behalf in the absence of an Affirmative Election;

(ii) The Covered Employee's right to elect to have no Elective Deferral Contributions made on his or her behalf or to have a different amount of Elective Deferral Contributions made;

(iii) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and

(iv) Where applicable, the Covered Employee's right to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(5) WITHDRAWAL OF DEFAULT ELECTIVE DEFERRALS:

(a) No later than 90 days after the first payroll period for which Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals (provided he is a Covered Employee at the time of the request). No spousal consent is required for a withdrawal under this Section. A Covered Employee will not be eligible for a distribution under this Section if he has made an investment change election in accordance with Article X(2)(c)(ii) with respect to Default Elective Deferrals or if the Covered Employee has made any other withdrawals under the Plan.

(b) The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals for each payroll period beginning before the refund request, as adjusted by gains, losses, and generally applicable fees through the date of the distribution (or a date that is no more than 7 days before the date of the distribution). Any fee

charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(c) Any withdrawal request will be treated as an Affirmative Election to stop having Elective Deferrals made of the Covered Employee's behalf as of the date specified above (and accordingly, a Covered Employee who makes a withdrawal request will cease to be a Covered Employee). A Participant who has made a withdrawal request may, however, make Elective Deferral Contributions in accordance with an Affirmative Election pursuant to the procedures in Section (1)(a)(i) or Section (1)(d) of Article III of the Plan.

(d) Subject to the last sentence of this subsection, Default Elective Deferrals distributed pursuant to this Section are not counted towards the dollar limitation on Elective Deferrals contained in Code sections 402(g) nor the actual deferral percentage (ADP) test set forth in Code Section 401(k)(3). Matching Contributions, if any, that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section will be forfeited. To the extent required under the Code, if a Covered Employee whose Default Elective Deferrals have been distributed pursuant to this Section re-enrolls in the Plan during the same Plan Year, such withdrawn elective deferrals shall be counted towards the applicable limitations under Code sections 401(a)(17), 402(g), and 415 for the Plan Year.

## Article VI.

## IN-PLAN ROTH ROLLOVERS

(1) DEFINITIONS:

(a) In-Plan Roth Rollover. "In-Plan Roth Rollover" means an Eligible Rollover Distribution that a Participant elects to convert and deposit in his or her In-Plan Roth Rollover Account via a direct rollover.

(b) In-Plan Roth Rollover Sub-Account. "In-Plan Roth Rollover Sub-Account" means the subaccount to which an In-Plan Roth Rollover is deposited.

(c) Eligible In-Plan Roth Rollover Participant. The term "Eligible In-Plan Roth Rollover Participant" includes:

(i) A Participant who has not terminated employment with the Company regardless of age ("Active In-Plan Roth Rollover Participant");

(ii) Participant who has not terminated employment with the Company and who has attained age 59 1/2 ("Age 59 1/2 In-Plan Roth Rollover Participant");

(iii) Participant who has terminated employment with the Company ("Terminated In-Plan Roth Rollover Participant"); and

(iv) The Spouse of a deceased Participant who is the beneficiary of the Participant's Account or the spouse or former spouse of a Participant who is an alternate payee under a Qualified Domestic Relations Order (Spousal In-Plan Roth Rollover Participant").

(d) In-Service Distribution. "In-Service Distribution" means an amount that is available for distribution while a Participant is actively employed by the Company.

(2) IN-PLAN ROTH ROLLOVERS:

(a) Effective Date; Type and Frequency of In-Plan Roth Rollovers. Notwithstanding anything in the Plan to the contrary, an Eligible In-Plan Roth Rollover Participant may elect to convert all or a portion of his or her distributable savings Plan Account sources as an In-Plan Roth Direct Rollover one time per calendar year. An In-Plan Roth Rollover may not be accomplished through a 60-Day Rollover.

(b) In-Plan Roth Rollover Sub-Accounts. In-Plan Roth Rollover amounts will be transferred from the sub-account in which such amounts are held prior to the In-Plan Roth Rollover into an In-Plan Roth Rollover Sub-Account in the Participant's Roth Deferral Contribution sub-account. Any such transfer shall be made on a pro-rata basis from the available sources described in Section (2)(c).

(c) Amounts available for In-Plan Roth Rollovers. In addition to any Eligible Rollover Distribution available under the Plan and notwithstanding anything contained in the Plan (including Article III-A(3) of the Plan) to the contrary, an Eligible In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to all or any portion of the distributable Plan Account (excluding Roth Deferral Contributions and amounts distributable as In-Service Withdrawals subject to spousal consent) as follows:

(i) Active In-Plan Roth Rollover Participants. Subject to the exclusions in Section 2(d) below, an Active In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Rollover Contributions and earnings thereon; and

(B) Prior Plan Company, Profit-Sharing, and Matching Contributions eligible for withdrawal prior to Age 59 1/2 under Article VII of Plan and earnings thereon.

(ii) Active In-Plan Roth Rollover Participants under Age 59 1/2 who have been Participants in the Plan for at least 5 Years. Subject to the exclusions in Section (2)(d) below, an Active In-Plan Roth Rollover Participant under age 59 1/2 who has been a Participant in the Plan for at least 5 years, may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(1) above;

(B) Matching Contributions (except as otherwise provided in this Article) and earnings thereon; and

(C) Prior Plan Company, Profit-Sharing, and Matching Contributions to Plan, if any, other than those described in Article VII of the Plan and earnings thereon (except as provided in (2)(d) below).

(iii) Age 59 1/2 In-Plan Roth Rollover Participants. Subject to the exclusions in Section (2)(d) below, an Age 59 1/2 In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to:

(A) Contributions and earnings described in Section (2)(c)(1) and (2) above;

(B) Before-Tax Contributions (excluding Roth Deferral Contributions) and earnings thereon; and

(C) Discretionary Contributions and earnings thereon.

(iv) Terminated In-Plan Roth Rollover Participants and Spousal In-Plan Roth Rollover Participants. A Terminated In-Plan Roth Rollover Participant or a Spousal In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to contributions and earnings described in Section (2)(c)(1),(2), and (3) above.

(v) After-Tax In-Plan Roth Rollover. An In-Plan Roth Rollover Participant may elect an In-Plan Roth Rollover with respect to After-Tax Contributions and earnings thereon. Any amount requested for such an In-Plan Roth Rollover shall only be taken from the Participant's After-Tax Contributions balance (on a pro-rata basis from the available after-tax sources that make up such balance). Both After-Tax Contributions and earnings thereon shall be converted proportionally for all such In-Plan Roth Rollovers.

(d) Amounts Not Eligible for In-Plan Roth Rollover. Notwithstanding the foregoing, the following types of contributions (and earnings thereon) are not eligible for In-Plan Roth Rollover by a Participant who is an active Employee of the Company:

(i) Contributions that require spousal consent for In-Service Distribution or distribution after termination of employment with the Company;

(ii) Contributions made as Roth Deferral Contributions or rollovers of Roth amounts;

(iii) Hardship Withdrawals.

(e) Additional In-Service Distributions for In-Plan Roth Rollovers. To the extent that the Plan currently does not provide for In-Service Distributions (Withdrawals) of the contribution sources described this Article, the Plan is amended to provide for In-Service Distributions of such contribution sources, at the time a Participant has satisfied the conditions set forth above, but only for the purposes of facilitating an In-Plan Roth Rollover and not for any other distribution or withdrawal.

(f) Spousal Consent. Regardless of any spousal consent requirements set forth in the Plan, spousal consent is not required in connection any In-Plan Roth Rollover of an eligible contribution source.

(g) Restrictions on Immediate Distributions. Any In-Plan Roth Rollover shall be taken into account in determining any cash-out threshold or other restrictions on immediate distribution and a notice of the Participant's right to defer receipt of the distribution is not triggered by an In-Plan Roth Rollover.

(h) Code Section 411(d)(6) Cutback. In no event shall this Article eliminate any distribution right under the Plan that is protected under Code Section 411(d)(6).

(i) Code Section 408A(d)(6) Recharacterization. The recharacterization rules set forth in Code section 408A(d)(6) do not apply to an In-Plan Roth Rollover from the Plan.

(j) Administrative Procedures. The Plan Administrator shall establish rules, fees, and procedures with respect to In-Plan Roth Rollovers which shall be applied in a uniform and nondiscriminatory manner. No tax withholding shall be applied to In-Plan Roth Rollovers, and all Eligible In-Plan Roth Rollover Participants are responsible for paying all applicable taxes on In-Plan Roth Rollovers.

## Article VII.

## WITHDRAWALS

(1) WITHDRAWALS OF AFTER-TAX AND ROLLOVER CONTRIBUTIONS:

(a) (i) A Participant may, for any purpose, withdraw any portion of his Account attributable to After-Tax Contributions and Rollover Contributions (other than the Participant's Spousal Consent Account Balance).

In addition, any Participant who formerly participated in the Loral Aerospace Savings Plan may withdraw amounts attributable to Matching and/or Company Contributions made prior to July 1, 1998 up to four times in any calendar year, provided such Participant has completed five Years of Service.

(ii) Any withdrawal of After-Tax Contributions under this Section (1) shall be made in the following order:

| **Order** | **After-Tax Contribution Source** |
|---|---|
| First | Base Salary After-Tax Contributions |
| Second | Ratification Bonus After-Tax Contributions |
| Third | After-Tax Rollover Contributions |
| Fourth | In-Plan Roth Rollover of After-Tax Contributions |

Any withdrawal of Rollover Contributions under this Section (1) shall be made in the following order:

| Order | Rollover Source |
|---|---|
| First | Rollover Contributions (Non-After Tax/Roth) |
| Second | Roth Rollover Contributions |
| Third | In-Plan Roth Rollover of Rollover Contributions |

(2) HARDSHIP WITHDRAWALS:

(a) (i) A Participant may, on account of Hardship, withdraw any portion of his Account attributable to (1) Before-Tax Contributions and (2) Discretionary Contributions (other than the Participant's Spousal Consent Account Balance). A Participant shall be deemed to have incurred a Hardship only if he demonstrates to the satisfaction of the Plan Administrator that the distribution is on account of an immediate and heavy financial need of the Participant and is necessary to satisfy the need. The amount withdrawn may not exceed the amount determined by the Plan Administrator to be required to meet the immediate financial need and not reasonably available from other resources of the Participant, and in no event may the amount withdrawn exceed the portion of the Participant's Account attributable to the amounts described in the first sentence of this subsection (a)(i) reduced by any previous withdrawals and outstanding loans with respect to such amounts. In determining the existence of a Hardship and the amount required to be distributed to meet the need created by the Hardship, the Plan Administrator shall act on the basis of such information and evidence as it shall require from the Participant.

(ii) Any withdrawal under this Section (2) shall be made on a pro-rata basis from the available sources described in (a)(i).

(b) A request for a withdrawal will be considered to be on account of an immediate and heavy financial need if the withdrawal is for:

(i) unreimbursable expenses for medical care (as defined in Code Section 213(d)) previously incurred by the Participant, the Participant's spouse, or any dependents (as defined in Code Section 152) of the Participant, or necessary for these persons to obtain medical care described in Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(ii) the need to prevent the Participant's eviction from his principal residence or foreclosure on the mortgage on the Participant's principal residence;

(iii) non-reimbursed expenses directly related to a fire, explosion, flood, wind, rain, lightning, snow, sleet, hail, ice, volcanic eruption, tidal wave, earthquake, mud slide, or other similar natural disaster;

(iv) non-reimbursed expenses not described in clause (i) above which are directly related to institutionalizing the Participant, his spouse, or any dependents (as defined in Code Section 152) in a hospital, facility to care or educate the mentally or physically handicapped, nursing home, skilled care facility, hospice, in-patient substance abuse center, rehabilitation center, or institution of a similar nature, excluding camps, detention centers, jails, or prisons;

(v) non-reimbursed expenses directly related to the funeral and burial of the Participant's spouse or dependents (as defined in Code Section 152 and without regard to Code Section 152(d)(1)(B)), including travel expenses only if the burial costs have been borne by the Participant, and excluding lost wages in administering an estate, preparing for a funeral, or attending a funeral;

(vi) non-reimbursed tuition, room and board, books, and fees for the next school year of primary (grades 1 through 8), secondary (grades 9 through 12), or post-secondary education for the Participant, his spouse, or dependents (as defined in Code Section 152 and without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)), excluding expenses related to enrollment in child care or day care facilities and for instruction in music, dance, athletics, and the like outside of the student's basic education curriculum;

(vii) the need to replace gross wages (net of disability benefits, workers compensation insurance, or any other payment received as a result of prolonged absence) ordinarily paid by the Employing Company to the Participant or by the employer of the Participant's Spouse to such Spouse, but only if:

(A) the Participant or Spouse has been on prolonged absence status for at least four (4) consecutive weeks, and

(B) the Participant requests a withdrawal by filing with the Plan Administrator while the Participant or the Participant's Spouse is on prolonged absence status or within thirty (30) days after returning to active payroll status or within thirty (30) days after prolonged absence status has otherwise been terminated;

(viii) down payment, closing costs, and other non-reimbursed expenses directly related to the purchase, construction, or major renovation of the Participant's principal residence, excluding expenses related to repairs, remodeling, decorating, landscaping, refinancing, mortgage payments, leasing, or real property taxes or homeowners' dues other than such taxes or dues payable as part of closing costs. For purposes of this clause (viii), a residence shall be treated as undergoing a major renovation only if the expenditures materially extend the useful life of the residence and significantly upgrade its usefulness through:

(A) gutting and extensive reconstruction of major structural components;

(B) major repairs, limited to expenses necessary to bring major housing components and systems into compliance with local building, health, or safety codes or otherwise make the dwelling habitable;

(C) changing the floor plan by tearing down existing interior walls and partitions and building new walls, partitions, and doors;

(D) enlarging the dwelling by increasing the total volume, other than increasing interior floor space resulting from interior remodeling; or

(E) completion of construction of areas not completed in the original construction of the dwelling; or

(ix) effective as of such date as may be established by the Plan Administrator, expenses for the repair of damage to the Participant's principal residence that would qualify for casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

For purposes of applying sub-part (b)(i), (b)(iv), (b)(v), and (b)(vi) above (relating to immediate financial need for certain medical, funeral, and tuition expenses under the Plan's hardship withdrawal provisions), a person who is the Participant's primary Beneficiary will be treated as if he were the Participant's dependent. For purposes of sub-part (b), a Participant's primary Beneficiary shall mean an individual who is named as Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account upon the death of the Participant.

(c) A withdrawal will generally be considered necessary to satisfy an immediate and heavy financial need if:

(i) the distribution is not in excess of the amount of the immediate and heavy financial need (including, to the extent requested by the Participant, any amounts necessary to pay any income taxes or penalties reasonably anticipated to result from the distribution);

(ii) the Participant has obtained all distributions other than hardship distributions and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer; and

(iii) the Participant submits a written representation that the need cannot reasonably be relieved through (A) reimbursement or compensation by insurance or otherwise, (B) liquidation of the employee's assets, (C) cessation of Before-Tax Contributions, After-Tax Contributions, and Discretionary Contributions made on a before-tax basis, (D) other distributions (including the distribution of Allocated Dividends and other dividends in accordance with Code Section 404(k) or nontaxable (at the time of the loan) loans from any employer's plan, or by borrowing from commercial sources on reasonable commercial terms, in an amount sufficient to satisfy the need; provided that the Employer does not have actual knowledge to the contrary.

(d) No Participant shall be suspended from making Before-Tax Contributions, After-Tax Contributions or Discretionary Contributions on account of a Hardship withdrawal.

(3) WITHDRAWALS BETWEEN AGES 59 1/2 AND 70 1/2:

(a) (i) Any Participant who has attained the age of 59 1/2 but has not attained age 70 1/2 may withdraw any portion of his Account (other than the Participant's Spousal Consent Account Balance).

(ii) Any withdrawal under this Section (3) shall be made on a pro-rata basis from the available sources described in (a)(i).

(4) WITHDRAWALS AT AND AFTER AGE 70 1/2:

(a) Any Participant who is at least age 70 1/2 may withdraw any portion of his Account. See Article XI(8) for rules regarding certain such withdrawals.

(b) Any withdrawal under this Section (4) shall be made on a pro-rata basis from the available sources described in (a).

(5) PROCEDURE FOR WITHDRAWAL:

A Participant may withdraw amounts under this Article only upon following procedures established by the Plan Administrator. Withdrawals shall be distributed as soon as practicable after completion of such procedures. Subject to the terms of this Article, in the event that the portion of the Participant's Account from which the withdrawal is made is invested in more than one Investment Fund at the time of any withdrawal, the amount withdrawn shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Except as set forth in Article XI(5), any amount distributed under this Article shall be distributed in cash, provided that with respect to amounts withdrawn from the Company Stock Fund, the Participant may elect to have all or part of such distribution made in Shares (with fractional Shares paid in cash).

A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XII(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any withdrawal from his Account pursuant to this Article.

(6) VALUATION PROCEDURES:

Each withdrawal under this Article shall be charged to the Participant's Account on the day on which the withdrawal request is processed in accordance with the Plan's procedures.

## Article VIII.

## TRUST FUND

(1) CONTRIBUTIONS AND ASSETS:

(a) With respect to the Plan, all contributions will be paid into the Trust.

(b) Corporation Matching Contributions and Discretionary Contributions designated as profit sharing contributions for a Plan Year shall be paid to the Trust Fund at the time or times determined by the Corporation in its sole and absolute discretion provided that such payments shall be made no later than the time prescribed by law (including extensions) for filing the Corporation's federal income tax return for the taxable year of the Corporation with or within which the Plan Year ends. Before-Tax, After-Tax Contributions, and Discretionary Contributions on a before-tax basis will be transferred to the Trust Fund within the time period required by law.

(c) The Trust Fund will be held, invested, and disbursed by the Trustee acting in accordance with the provisions of the Plan and the Trust Agreement. All benefits payable hereunder will be paid from the Trust Fund.

(d) Notwithstanding anything herein to the contrary, to the extent provided in the Trust Agreement, some or all of the Trust Fund may be held in a group trust, provided that the group trust and the group trust instrument satisfy all applicable requirements such that:

(i) The group trust is exempt from taxation under Code Section 501(a) with respect to its funds that equitably belong to participating trusts described in Code Section 401(a), and

(ii) The status of individual trusts as qualified under Code Section 401(a) and exempt from taxation under Code Section 501(a) will not be affected by the pooling of their funds in the group trust.

In the event that any part of the Trust Fund is held in a group trust pursuant to this subsection (d), (A) the group trust instrument is adopted as a part of this Plan with respect to such part of the Trust Fund, and (B) all references in this Plan to the Trust, Trust Agreement, or the Trustee shall be deemed to be references to the group trust, the group trust agreement, or the group trust trustee to the extent indicated by the context and consistent with the terms of the group trust instrument.

(2) TRUST FUND:

(a) Except as otherwise provided herein, LMIMC may, in its sole and absolute discretion, from time to time appoint an Investment Manager or Managers or name a fiduciary to direct the Trustee with respect to the investment of all or any part of the Trust Fund. The Trust Fund is for the exclusive benefit of Participants and their Beneficiaries, provided that it may also be used (i) to pay any reasonable expenses arising from the operation of the Plan (including Trustee fees and expenses), (ii) to reimburse the Corporation for its advancement of any such expenses, and (iii) for any other purpose permitted by ERISA, the Code, and other applicable laws.

(b) No person shall have any interest in or right to the Trust Fund or any part thereof, except as expressly provided in the Plan.

(c) No liability for payments under the Plan shall be imposed upon LMIMC, the Plan Administrator, the Corporation, the Employing Companies, the Employer, or the employees, officers, directors, or stockholders of any of the foregoing, except as, and only to the extent, expressly provided by law, and none of the foregoing nor any fiduciary guarantees against investment loss or asset depreciation.

(3) VALUATION OF COMPANY STOCK:

Company Stock held in Participants' Accounts shall be valued in such manner and as of each Valuation Date or such other dates as may be prescribed by the Plan Administrator in its sole and absolute discretion. To the extent the Corporation issues shares of Company Stock to be

allocated to Participants' Accounts in connection with the operation of the Plan, the shares issued by the Corporation shall be valued using the closing price for Company Stock as reported on the New York Stock Exchange on the date the shares are allocated to Participant Accounts. If no such price is available, the most recent closing price for Company Stock on the New York Stock Exchange will be used.

(4) TENDER/VOTING OF COMPANY STOCK:

The Company Stock Trustee (as defined below) shall have trustee responsibilities with respect to the voting, tender or exchange of Lockheed Martin Corporation common stock ("Company Stock") as set forth herein.

(a) Tender for Stock. All tender or exchange decisions with respect to Company Stock held in the Company Stock Fund by the Plan shall be made in accordance with the following provisions of this Section:

(i) In the event an offer is received by the Plan (including a tender offer for Shares subject to Section 14(d)(1) of the Securities Exchange Act of 1934 or subject to Rule 13e-4 promulgated under that Act, as those provisions may from time to time be amended) to purchase or exchange Shares held in the Company Stock Fund by the Plan (an "Offer"), the Company Stock Trustee will notify the Corporation to advise each Participant who has part or all of his Account invested in the Company Stock Fund of the terms of the Offer as soon as practicable after its commencement and to advise each Participant as to the procedures with a form by which he may instruct the Company Stock Trustee confidentially whether or not to tender or exchange Shares allocated to his Account (including fractional Shares to 1/10th of a Share). The materials furnished to the Participants shall include (A) a notice from the Company Stock Trustee that the Company Stock Trustee will not tender or exchange Shares for which timely instructions are not received by the Company Stock Trustee and (B) related documents provided generally to the shareholders of the Corporation pursuant to the Securities Exchange Act of 1934. LMIMC and the Company Stock Trustee may also provide Participants with such other material concerning the Offer as the Company Stock Trustee or LMIMC in its sole and absolute discretion determine to be appropriate, provided, however, that prior to any distribution of materials by LMIMC, the Company Stock Trustee shall be furnished with complete copies of all materials. The Corporation and LMIMC will cooperate with the Company Stock Trustee to ensure that Participants receive the requisite information in a timely manner. Notwithstanding anything contained herein to the contrary, in the event an Offer is issued by a person or entity other than the Corporation, prior to distributing materials under this Section , the Company Stock Trustee may require that the issuer advance sufficient funds as are necessary to cover the cost of distributing materials to, and soliciting responses from, Participants.

(ii) The Company Stock Trustee shall tender or not tender Shares or exchange Shares held in the Company Stock Fund and allocated to a Participant's Account (including fractional Shares to 1/10th of a Share) only to the extent instructed by the Participant. If tender or exchange instructions for Shares held in the Company Stock Fund and allocated to a Participant's Account are not timely received by the Company Stock Trustee, the Company Stock Trustee will treat non-receipt as a direction not to tender or exchange such Shares.

(iii) In the event, under the terms of an Offer or otherwise, any Shares tendered for sale or exchange pursuant to such Offer may be withdrawn from such Offer, the Company Stock Trustee shall follow instructions respecting the withdrawal of the securities from the Offer in the same manner and the same proportion as shall be timely received by the Company Stock Trustee from the Participants entitled under this Section to give instructions for the sale or exchange of securities pursuant to such Offer.

(iv) In the event that an Offer for fewer than all of the Shares held in the Company Stock Fund by the Plan is received, a Participant who has been allocated Shares in the Company Stock Fund subject to such Offer shall be entitled to direct the Company Stock Trustee as to the acceptance or rejection of the Offer (as provided by paragraphs (i)-(iii) of this Section ) with respect to the largest portion of the Company Stock in the Company Stock Fund and allocated to his Account as may be possible, given the total number or amount of Shares that may be sold or exchanged pursuant to the Offer, based upon the instructions received from all other Participants who timely submit instructions pursuant to this Section to sell or exchange Shares pursuant to such Offer, each on a pro rata basis in accordance with the number or amount of such Shares in the Company Stock Fund and allocated to the Participant's Account that the Participant instructs the Company Stock Trustee to tender or exchange.

(v) In the event an Offer is received and instructions are solicited from Participants pursuant to paragraphs (i)-(iv) of this Section regarding such Offer, and prior to termination of such Offer, another Offer is received by the Plan for the securities subject to the first Offer, the Company Stock Trustee shall use best efforts under the circumstances to solicit instructions from the Participants (A) with respect to securities tendered for sale or exchange pursuant to the first Offer, whether to withdraw such tender, if possible, and, if withdrawn, whether to tender securities withdrawn for sale or exchange pursuant to the second Offer and (B) with respect to securities not tendered for sale or exchange pursuant to the first Offer, whether to tender such securities for sale or exchange pursuant to the second Offer. The Company Stock Trustee shall follow all instructions received in a timely manner from Participants in the same manner and in the same proportion as provided in subsections (i)-(iv) of this Section. With respect to any further Offer for any Company Stock received by the Plan and subject to any earlier Offer (including successive Offers from one or more existing offerors), the Company Stock Trustee shall act in the same manner as described above.

(vi) A Participant's instructions to tender or exchange Shares will not be deemed a withdrawal or suspension from the Plan or a forfeiture of any portion of the Participant's interest in the Plan. Participants are designated Named Fiduciaries for the purposes of making tender or exchange decisions with respect to Shares in the Company Stock Fund in their Account.

(vii) Cash received in exchange for tendered Shares will be credited to the Account of the Participant whose Shares were tendered and will be used by the Company Stock Trustee to purchase Company Stock, as soon as practicable. In the interim, the Company Stock Trustee will invest such cash in short-term investments permitted under the Trust.

(viii) The instructions received by the Company Stock Trustee from Participants shall be held by the Company Stock Trustee in strict confidence and shall not be

divulged or released to any person, including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The Company Stock Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The Company Stock Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(b) Voting of Stock. Voting rights on Shares held by the Plan shall be exercised in accordance with the following provisions of this Section:

(i) As soon as practicable before each annual or special shareholders' meeting of the Corporation, the Company Stock Trustee shall furnish each Participant with a copy of the proxy solicitation material sent generally to shareholders, together with forms requesting confidential instructions on how the Shares held in the Company Stock Fund and allocated to a Participant's Account are to be voted. The Corporation and LMIMC shall cooperate with the Company Stock Trustee to ensure that Participants receive the requisite information in a timely manner. The materials furnished to the Participants shall include a notice from the Company Stock Trustee that Shares for which timely instructions are not received by the Company Stock Trustee will be voted by the Company Stock Trustee in proportion to those Shares for which timely instructions were received from Participants except to the extent that the Company Stock Trustee determines that to vote the Shares in such manner would not be consistent with ERISA. Notwithstanding anything contained herein to the contrary, in the event a person or entity other than the Corporation solicits proxies from shareholders of the Corporation, prior to distributing materials under this Section, the Company Stock Trustee may require that the proxy solicitor advance sufficient funds as are necessary to cover the cost of the distributing materials to, and soliciting instructions from, Participants.

(ii) With respect to all corporate matters submitted to shareholders, all Shares in the Company Stock Fund and allocated to Participants' Accounts shall be voted in accordance with the directions of Participants as given to the Company Stock Trustee. A Participant shall be entitled to direct the voting of Shares (including fractional Shares to 1/10th of a Share) held in the Company Stock Fund and allocated to his Account. If, however, voting instructions for Shares in the Company Stock Fund and allocated to a Participant's Account are not timely received by the Company Stock Trustee for a particular shareholder's meeting, the Shares shall be voted by the Company Stock Trustee in proportion to those Shares in the applicable Fund for which timely instructions were received from Participants except to the extent that the Company Stock Trustee determines that to vote the Shares in such manner would not be consistent with ERISA.

(iii) The instructions received by the Company Stock Trustee from Participants shall be held by the Company Stock Trustee in strict confidence and shall not be divulged or released to any person including directors, officers, or employees of the Employer, except as otherwise provided herein or required by law. The Company Stock Trustee shall take all steps necessary, including appointment of a corporate trustee and/or an outside independent administrator to the extent such action, after consultation with the Corporation, is found

necessary to maintain confidentiality of Participant responses and/or to adequately discharge its obligations as a Named Fiduciary. The Company Stock Trustee may retain the services of a third party to mail information to Participants, to tabulate Participant directions, and to perform such other ministerial tasks as it deems are appropriate.

(c) Beneficiary. In the case of a deceased Participant, this Section shall apply to the Participant's Beneficiary.

(d) Rights With Respect To Other Securities. The Trustee shall vote, tender, and exercise other rights for any securities held by the Plan other than Company Stock in accordance with the directions of the applicable Investment Manager.

(e) Company Stock Trustee. A bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee appointed by LMIMC to serve as trustee with respect to the Company Stock Fund to the extent set forth in this Section.

## Article IX.

## ESOP PROVISIONS

(1) ESOP:

The portion of the Plan that is invested in the Company Stock Fund is also intended to constitute an employee stock ownership plan under section 4975(e)(7) of the Code (the "ESOP"). The ESOP is designed to invest primarily in qualifying employer securities as provided in Code Section 404(k)(6). The portion of the Plan that constitutes the ESOP shall be treated as such for all purposes including but not limited to sections 404(a)(9), 404(k) and 415(c) of the Code.

(2) PUT OPTION:

(a) With respect to the Company Stock Fund, if at the time of distribution, Stock distributed from the Company Stock Fund is not readily tradable on an established market, such Stock shall be subject to a put option. Such put option shall be subject to the provisions of this Section (2) and, notwithstanding anything herein to the contrary, all other applicable provisions of law. The put option must be exercisable only by a Participant, by the Participant's donees, or by a person (including an estate or its distributee) to whom the security passes by reason of a participant's death. The put option must permit the participant to put the security to the Corporation. Under no circumstances may the put option bind the Plan. However, it shall grant the Plan an option to assume the rights and obligations of the Corporation at the time that the put option is exercised. If it is known at the time a loan is made that Federal or state law will be violated by the Corporation's honoring such put option, the put option must permit the security to be put, in a manner consistent with such law, to a third party (e.g. an affiliate of the Corporation's or a shareholder other than the Plan) that has substantial net worth at the time the loan is made and whose net worth is reasonably expected to remain substantial.

(b) A put option described in subsection (a) shall be exercisable during the 60-day period which begins on the date the security subject to the put option is distributed by the Plan. If such a put option is not exercised within such 60-day period, the put option shall be exercisable

for an additional 60-day period in the following plan year, in accordance with applicable law. Notwithstanding anything in this Section (2), to the extent required under Treasury Regulation section 54.4975-11(a)(7)(i), the Plan shall not be obligated to acquire securities from a particular security holder at an indefinite time determined upon the happening of an event, such as the security holder's death.

(c) The provisions of this subsection (c) shall apply to a put option described in subsection (a).

(i) A put option is exercised by the holder notifying the Corporation in writing that the put option is being exercised.

(ii) The period during which a put option is exercisable does not include any time when a distributee is unable to exercise it because the party bound by the put option is prohibited from honoring it by applicable Federal or state law.

(iii) The price at which a put option must be exercisable is the value of the security, determined in accordance with Treasury Regulation 54.4975-11(d)(5) (or any applicable successor provision), Code Section 401(a)(28)(C), and other applicable laws.

(iv) The provisions for payment under a put option must meet the following requirements:

(A) In the case of a distribution within 1 taxable year to the recipient of the balance to the credit of the recipient's Account, there must be adequate security and a reasonable interest rate with respect to any deferral of payments and payments must be made at least as rapidly as substantially equal periodic payments (not less frequently than annually) over a period beginning within 30 days after the date the put option is exercised and ending not more than 5 years after such date.

(B) In the case of a distribution not subject to subparagraph (A), payment under the put option must be completed within 30 days after the date the put option is exercised.

(v) Payment under a put option must not be restricted by the provisions of a loan or any other arrangement, including the terms of the employer's articles of incorporation, unless so required by applicable state law.

Except as otherwise permitted in Treasury Regulation 54.4975-11(a)(3)(ii) (or any applicable successor provision), the protections and rights described in subsections (a) through (c) are nonterminable and thus shall continue to exist if the Plan ceases to contain a Company Stock Fund.

(3) DIVERSIFICATION RIGHTS:

The investment restrictions of Article X of the Plan shall continue to apply to Shares in the Company Stock Fund.

(4) DIVIDENDS ON SHARES:

(a) Allocated dividends with respect to Shares in the Company Stock Fund shall, in a manner consistent with Code Section 404(k) and to the extent permitted by law, be either (x) retained in the Account of the applicable Participant, subject to the otherwise applicable provisions of this Plan, or, (y) if elected by the Participant (or, in the case of a deceased Participant, his Beneficiary) for a Plan Year, be paid out to the applicable Participant (or, in the case of deceased Participant, his Beneficiary) on a quarterly basis. Any election by a Participant pursuant to this Section (4)(a) shall be made in accordance with rules and procedures established by the Plan Administrator and within the time frame established by the Plan Administrator. In the event a Participant does not properly make an election pursuant to this section, such Participant will be deemed to have elected to have such allocated dividends retained in his Account.

(b) A dividend shall be treated as made with respect to a Share in the Company Stock Fund if and only if such Share was held in the Company Stock Fund on the record date for such dividend.

## Article X.

## PARTICIPANT ACCOUNTS

(1) RECORDS, ALLOCATIONS, AND INVESTMENTS:

(a) (i) An Account shall be established for each Participant. The Plan Administrator shall keep appropriate books and records showing the respective interests of all the Participants hereunder, or the Plan Administrator may delegate that responsibility to the Trustee or to a third party recordkeeper.

(ii) Except for the Company Stock Fund, LMIMC shall have the authority, in its sole and absolute discretion, to (A) designate funds as Investment Funds, (B) add or delete Investment Funds, and (C) prescribe any necessary or appropriate rules regarding the availability of Investment Funds. For example, LMIMC has the authority to prescribe rules limiting the availability of Investment Funds (other than the Company Stock Fund) prior to the liquidation of the Plan’s investment in such Investment Fund. Another example of LMIMC’s authority is that the availability of an Investment Fund (other than the Company Stock Fund) to one or more Participants may be limited in any ways permissible under applicable law.

(iii) The Company Stock Fund shall be included among the Investment Funds. The Company Stock Fund shall be invested exclusively in Company Stock (except to the extent that liquidity is determined by the Investment Manager to be required to effect stock purchases, sales, distributions and other transactions of the Fund), without regard to (A) the diversification of assets, (B) the risk profile of the Company Stock, (C) the amount of income provided by the Company Stock, or (D) the fluctuation in the fair market value of Company Stock, unless the Independent Fiduciary in its sole discretion, determines that continuing to invest in Company Stock is imprudent under ERISA. Notwithstanding any other provision of the Plan, the Independent Fiduciary shall at all times have the exclusive authority and control with respect to the Company Stock Fund, to be invested in accordance with this paragraph. The Independent

Fiduciary shall be a named fiduciary within the meaning of ERISA Section 402(a)(2) with respect to the Company Stock Fund to the extent of its duties and responsibilities described in this Article. In its capacity as Independent Fiduciary, the Independent Fiduciary shall have no authority or responsibility with respect to the administration of the Plan or the management of any investment other than the Company Stock Fund. The Independent Fiduciary shall have the following powers with respect to the Company Stock Fund, which it shall exercise consistent with the investment mandate and presumption described in this paragraph:

(A) To impose any limitation or restriction on the investment of Plan accounts in the Company Stock Fund to the extent consistent with ERISA;

(B) To direct the sale or other disposition of all or any portion of the Company Stock held in the Company Stock Fund;

(C) To direct the reinvestment of the proceeds from any sale or other disposition of Company Stock in short-term cash equivalent investments in the Company Stock Fund;

(D) To communicate with participants of the Plan from time to time regarding the matters within the Independent Fiduciary's purview; and

(E) To instruct the Trustee and/or applicable Investment Manager as necessary for it to carry out these responsibilities.

Notwithstanding the foregoing, the Corporation reaffirms its intent that the Company Stock Fund shall continue to be an Investment Fund under the Plan and exclusively invested in Company Stock unless the Independent Fiduciary determines in its sole discretion that continuing to invest in Company Stock is imprudent under ERISA. The Corporation further clarifies that and confirms that it intended to align the interests of its shareholders and Participants by establishing the Company Stock Fund, and any action that frustrates that purpose is contrary to this intent.

(iv) The Plan is intended to constitute a plan described in ERISA Section 404(c) and Labor Regulation § 2550.404c-1 (or any applicable successor provision) with respect to all amounts allocated to Participants' Accounts. The Plan shall be interpreted and construed in accordance with this intent.

(b) Matching, Before-Tax, After-Tax, Discretionary and Rollover Contributions, QNECs and Transferred Amounts made by or on behalf of a Participant shall be allocated to the Participant's Account in a manner consistent with applicable requirements.

(2) INVESTMENT ELECTIONS:

(a) Except as otherwise provided in this Plan, each Participant must elect, at the time the Participant's Account is established, the Investment Fund or Funds in which Investment Contributions will be invested. Such election must be made in increments of 1%.

(b) Notwithstanding the foregoing provisions of this Article, the Trustee may, in its sole and absolute discretion, invest amounts in money market funds, checking accounts, or the

like, pending investment or disbursement or as is necessary to satisfy the liquidity requirements of the Trust.

(c) (i) Except as otherwise provided in this Plan, a Participant may elect to change the Investment Funds in which future Investment Contributions will be invested subject to the same 1%-increment rule set forth in Section (2)(a).

(ii) Subject to subsection (d), a Participant may elect to change the Investment Funds in which his Account is invested. Such election is not required to correspond in any fashion with the election in effect with respect to the Participant under subsection (a) or (c)(i). Such an election must be made in increments of 1%. Elections under this subsection (c)(ii) may be made at any time but not more than 6 times in any calendar quarter.

(iii) Any change pursuant to this subsection (c) is to be made by application to the Plan Administrator in a manner designated by the Plan Administrator for that purpose. Any change of Investment Funds for future contributions under subsection (c)(i) will be effective within an administratively reasonable time after receipt of the Participant's investment election change in accordance with the procedures established by the Plan Administrator. Reinvestment of all or part of an existing Account balance will be effective as of the close of business of the day that the Plan Administrator receives the investment election, in accordance with the procedures established by the Plan Administrator (or as of the close of business of the next business day if the day on which the election is received is not a business day); provided that if an election is received after the time designated by the Plan Administrator as the deadline for making changes effective, such investment election shall be effective as of the close of business of the next business day after the Plan Administrator receives the investment election.

(iv) An investment change election under subsection (c)(ii) may be in the form of a "Reallocation", whereby the Participant elects the percentage (in 1% increments) of his Account to be invested in each Investment Fund (other than the Self-Directed Brokerage Account Option set forth in Section (5) below), or a "Spot Transfer", whereby the Participant elects to transfer a specific dollar amount or percentage of funds (in 1% increments) invested in a particular Investment Fund to another Investment Fund designated by the Participant. The Plan Administrator may establish such rules and procedures as it deems advisable with respect to reallocations and spot transfers including establishing minimum amounts for reallocation and transfer, and similar matters. Any reinvestment election under this subsection (c) shall be subject to and in accordance with such rules and procedures.

(v) A Participant's investment election in the Investment Funds applies uniformly to the Participant's entire Account.

(d) Subject to Article IX, except where there is an existing default election in effect for a Participant, and except as otherwise determined by LMIMC in connection with Transferred Amounts, if a Participant does not designate an Investment Fund for amounts to be allocated to his Account or designates an Investment Fund that is not available for investment by him hereunder, such amount shall be invested the Target Date Fund (as defined in the summary plan description or applicable Summary of Material of Modifications for the Plan) corresponding to

the year beginning on the date closest to the Participant's estimated retirement age of 65 (the "Default Investment Option"), subject to reinvestment under Section (1) and this Section (2).

(e) This subsection (e) will apply with respect to any investment elections by a Participant under Article X(2)(c)(ii), relating to changes in the Investment Funds in which his Account is invested , including a transfer between another Investment Fund and the Self-Directed Brokerage Account option as set forth in Article X(5)(b)(cumulatively an "Account Change Election").

(i) Subject to Article X(3), a Participant may make no more than 6 Account Change Elections in any calendar quarter. In addition to the other provisions of this subpart (e) (i), if a Participant makes an Account Change Election in accordance with Article X(2)(c)(ii) and this subpart (e)(i) to transfer all or part of his Account Balance from an Investment Fund (referred to herein as the "Transferring Fund") to another Investment Fund, then (x) during the 15 day period beginning on the day after the Account Change Election is effective (the "15 Day Waiting Period") such Participant may not make another Account Change Election (either through a Reallocation or Spot Transfer) which would involve the purchase of additional units of the Transferring Fund with respect to his Account. A Participant may make Spot transfers (as defined in Article X(2)(c)(iv)) from the Company Stock Fund to other Investment Funds (including the SDBA Option) without regard to the 6 per calendar quarter limitation in the first sentence of this subpart (i). With respect to amounts invested in a Default Investment Option pursuant to Section 2(d) of this Article, a Participant may during the "Initial Default Period" transfer all or part of such amount into one or more of the other Investment Funds offered under the Plan without regard to the fourth sentence of this subpart (e)(i). For this purpose, the "Initial Default Period" shall mean the 120 day period beginning on the date an amount was first invested in the Default Investment Option pursuant to Section (2)(d) of this Article.

(ii) Nothing in (e)(i) above shall limit the authority of LMIMC as set forth in Article X(1)(a)(ii) and Article XIII of the Plan or the authority of the Plan Administrator as set forth in Article X and XIII of the Plan, including the authority to develop and implement rules and procedures.

(3) RESTRICTIONS ON TRANSACTIONS:

(a) Notwithstanding anything to the contrary in Section (1) or (2), the Trustee or any Investment Manager may limit the daily volume of transactions with respect to any Investment Fund or decline to carry out any investment direction in order to act consistently with its responsibilities under all applicable laws or to avoid a prohibited transaction or the generation of taxable income to the Trust. The Trustee or any Investment Manager also may not complete a Plan transaction on the day such transaction would otherwise be completed under this Plan for other reasons that are appropriate in the judgment of the Trustee or the Investment Manager, taking into account their duties under ERISA. Such a reason could include, for example, a suspension of trading in an asset important to one of the Investment Funds or a major disruption of a securities market. Restrictions under this subsection (a) may apply to any transaction under the Plan, including transfers between Investment Funds, withdrawals, loans and distributions.

If a transaction that is consistent with applicable law and with the provisions of this Plan is not completed on the day that it would otherwise have been completed under the Plan, the transaction shall be completed as soon as administratively practicable.

(b) In addition, notwithstanding anything herein to the contrary, transactions by a Participant or Participants may be restricted to the extent deemed necessary or appropriate, in the sole and absolute discretion of the Corporation, to comply with applicable laws, including but not limited to the federal securities laws. These restrictions could limit transfers of Account balances into or out of the Company Stock Fund.

(4) VALUATION OF ACCOUNTS:

(a) As of any applicable date, the value of each Account shall be expressed in terms of Units in the applicable Investment Fund. The Unit Value shall be determined separately for each Investment Fund. The Unit Value of any Investment Fund shall be determined by dividing the market value of the assets in the Investment Fund by the total number of Units in the Fund.

(b) All deposits made to an Investment Fund shall be converted into Units by dividing the dollar amount of such deposit by the value of one Unit in the Investment Fund determined as of the Valuation Date on which the deposits are made.

(5) SELF-DIRECTED BROKERAGE ACCOUNT:

(a) In addition to other Investment Funds made available under the Plan, there shall be available a Self-Directed Brokerage Account option ("SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance in stocks, mutual funds, or bonds of the Participant's choosing. For purposes of this Section, "Transferable Account Balance" shall mean the balance that may be reinvested under Article X(2) of the Plan excluding Roth Deferral Contributions, rollovers of Roth amounts and In-Plan Roth Rollovers.

(b) The SDBA Option shall be considered an Investment Fund for purposes of Article X(1)(a)(iii) and for purposes of Spot Transfers (but not Reallocations) under Article X(2)(c)(ii) and (iv) of the Plan. Notwithstanding the foregoing, no Investment Contribution may be made directly to the SDBA Option and amounts the Participant desires to invest through the SDBA Option must be first transferred to the SDBA Option from an Investment Fund(s) pursuant to Article X(2). A Participant's initial Spot Transfer from an Investment Fund(s) to the SDBA Option must be in an amount of at least $500, and any subsequent transfer from an Investment Fund(s) must be in an amount of at least $500. Transfers from the SDBA Option to another Investment Fund(s) shall be made by first selling assets in the SDBA Option and transferring the money to another Investment Fund(s) in accordance with procedures established by the Plan Administrator. This Section (5)(b) shall take precedence over any contrary provision of the Plan.

(c) The Plan Administrator shall establish rules and procedures with respect to the operation of the SDBA Option, including rules and procedures regarding transfer of Account Balances to the SDBA Option, and similar matters related to the operation of the SDBA Option. Any election to direct investments through the SDBA Option shall be subject to and in accordance with rules and procedures established by the Plan Administrator.

(d) A Participant who elects to direct investments through the SDBA Option may, from time to time, place an order or orders with the Trustee or person designated by the Trustee for the assets the Participant desires to have purchased for his Account. Subsequent investments through the SDBA Option shall be made by the Participant, and shall be paid for with funds in the Participant's SDBA Option and shall be delivered directly to the Trustee. Assets in the SDBA Option will be charged a proportionate share of Plan administrative expenses. Such share shall be determined daily based on the market value of assets in the Participant's SDBA Option, with expenses charged on a monthly basis to the Participant's other Investment Funds as a reduction in applicable units owned. In addition, brokerage commissions and other transaction fees associated with the SDBA Option shall be paid with funds from the Participant's SDBA Option in accordance with rules and procedures established by the Plan Administrator.

(e) No distribution, withdrawal, or loan may be made directly from assets in the SDBA Option, and amounts in the SDBA Option shall not be included for purposes of determining any limits on the amount of any loan or withdrawal which may be available under the Plan; provided, however, that a lump sum distribution on account of Termination of Employment may be made directly form the assets of the SDBA Option. This Section (5)(e) shall take precedence over any contrary provision in the Plan.

(f) This subsection (f) will apply with respect to investment elections by a Participant under Article X(2)(c)(ii) ("Account Change Elections"). A Participant may not make an Account Change Election under X(2)(c)(ii) which involves the transfer of any amount (whether through Reallocation or Spot Transfer) directly from the Investment Fund designated as the Stable Value Fund (the "Stable Value Fund") to the Self-Directed Brokerage Account Option (the "SDBA Option"), and if a Participant makes an Account Change Election under X(2)(c)(ii) which involves the transfer of an amount from the Stable Value Fund to one of the other Investment Funds (other than the SDBA Option), such amount transferred from the Stable Value Fund shall be designated as "non-SDBA transferable" for a period beginning on the effective date of the Account Change Election and ending 90 days thereafter, and during such 90 day period may not be transferred to the SDBA Option.

(g) In addition to the other Investment Funds and the non-Roth SDBA Option in the Plan, there shall be available a Roth Self-Directed Brokerage Account option ("Roth SDBA Option") whereby a Participant may elect to invest the Participant's Transferable Account Balance derived from Roth Deferral Contributions, including rollovers of Roth amounts and In-Plan Roth Rollovers, in stocks, mutual funds, or bonds of the Participant's choosing. The provisions of the Plans and the fee schedules relating to the SDBA Option shall be applied separately to the Roth SDBA Option (including In-Plan Roth Rollover amounts) except as follows:

(i) The $500 minimum initial transfer amount may be divided between the non-Roth SDBA Option and the Roth SDBA Option in the Plan; and

(ii) A Participant must have a minimum account balance of $1,000 in order to open a non-Roth SDBA Option account or a Roth SDBA Option account or both.

(iii) In the event that a Participant's account in the SDBA Option is credited with trailing dividends, residual interest credits, or any other similar amounts held in a cash account (collectively "residual payments") after the date on which the Participant transferred his entire balance in the SDBA Option to another investment option in the Plan, such residual payments will be transferred to the Stable Value Fund in the Plan on a periodic basis. This provision shall apply only if the post-transfer SDBA credits are the only funds remaining in the Participant's account in the SDBA Option at the time of the transfer to the Stable Value Fund.

## Article XI.

## ACCOUNT DISTRIBUTION: TERMINATION; DEATH; TRANSFER

(1) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: TERMINATION AND DEATH:

(a) Except as otherwise provided herein, a Participant shall be eligible to receive the entire amount to the credit of his Account in the event of the Participant's Termination of Employment, provided that an event shall not constitute a Termination of Employment with respect to any part of the Participant's Account unless such event is a Termination of Employment with respect to a Participant's entire Account. For this purpose, a Participant's Account shall not be treated as including any amounts previously transferred or distributed, even if such transfer or distribution is made after or on account of the same event.

(b) In the event of the death of a Participant, payment of such Participant's Account shall be made to his Beneficiary.

(c) New Distributable Event. A Participant's elective deferrals, qualified nonelective contributions, qualified matching contributions, and earnings attributable to these contributions shall be distributed on account of the Participant's severance from employment. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other than provisions that require a separation from service before such amounts may be distributed.

(d) A Participant (with spousal consent, if applicable) may elect to commence distribution of the Participant's Account no later than one (1) year after the close of the Plan Year (i) in which the Participant separates from service by reason of the attainment of normal retirement age (as defined in Code Section 411(a)(8)(B)), disability, or death, or (ii) which is the fifth Plan Year following the Plan Year in which the Participant otherwise separates from service, unless the Participant is reemployed by the Corporation before distribution is required to begin under this clause (ii).

(e) A Participant who elects to repay the balance of a loan using direct debit (ACH) as described in Article XII(2)(f) must wait 15 days from the date the Participant provides his direct debit banking information before he can request any distribution from his Account pursuant to this Article.

(2) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: TRANSFERS OF EMPLOYMENT:

(a) If a Participant remains employed by the Employer but ceases to be an Employee, no further contributions shall be made to the Plan by or on behalf of such Participant with respect to periods during which he is not an Employee. During the period during which such individual remains employed by the Employer, he shall not be treated as having had a Termination of Employment for purposes of the distribution provisions of this Plan.

(b) If a Participant remains employed by the Employer but ceases to be an Employee, the Account of such Participant may, in the sole and absolute discretion of the Plan Administrator, be transferred (other than in an Elective Transfer) to another plan maintained by the Employer, provided that such plan is qualified under Code Section 401(a) or 403(a).

(c) This subsection (c) shall only apply to a Participant who is among a group of individuals who by reason of the same event all (i) cease to be employed by the Employer and (ii) become employed by another employer for whom they are performing substantially the same services that they performed for the Employer. The Account of a Participant to whom this subsection (c) applies shall be transferred, in whole or in part, to a plan maintained by such new employer if (A) such plan is qualified under Code Section 401(a) or 403(a), and (B) such transfer is provided for in a document (such as a purchase agreement in the case of a sale by the Employer of the assets of a trade or business) setting forth the legal and contractual obligations of the parties involved in the event. The transfer may be an Elective Transfer or a transfer that is not an Elective Transfer, as provided for in the document described in the preceding sentence.

(3) ELIGIBILITY FOR AND DISTRIBUTION OF ACCOUNT: CERTAIN CORPORATE EVENTS:

Amounts may also be distributed pursuant to Code section 401(k)(10)(ii) and (iii), relating to distributions upon the disposition of a subsidiary or substantially all of the assets of a trade or business.

(4) PAYMENT OF PARTICIPANT ACCOUNT:

(a) In General. This Section shall apply except to the extent otherwise provided in Section (9).

(b) Immediate Lump Sum Payment. A Participant who is eligible for a distribution from the Plan pursuant to Section (1) may elect to receive a distribution by making an application therefor to the Plan Administrator in a manner designated by the Plan Administrator. In such application, the Participant may elect to receive a distribution of his entire Account as a lump sum as soon as practicable after the application is received by the Plan Administrator and in accordance with the Plan’s normal processing standards and procedures. The Valuation Date for the distribution will be the day on which the Participant’s payment record is processed for distribution by the Plan Administrator.

(c) Installment Payments. In the application described in subsection (b), a Participant who is eligible for a distribution under Section (1) may elect to have his Account paid to him in:

(i) Monthly installments, the number of which must be a multiple of 12 and may not exceed the lesser of (A) 300 or (B) the number of months until the end of the joint

life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9));

(ii) Quarterly installments, the number of which must be multiple of four and may not exceed the lesser of (A) 100 or (B) the number of quarters until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iii) Semi-annual installments, the number of which must be multiple of two and may not exceed the lesser of (A) 50 or (B) the number of six-month periods until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)); or

(iv) Annual installments, the number of which must be a multiple of one and may not exceed the lesser of (A) 25 or (B) the number of years until the end of the joint life and last survivor expectancy of the Participant and his Spouse (determined in the manner set forth under Code Section 401(a)(9) except that a single determination shall be made for the year in which distributions commence (or the prior year to the extent required by Code Section 401(a)(9)).

Any election under Section (3)(c) may not be modified by the Participant except to the extent permitted under Section (3)(d).

(d) Installment Payment Methodology. Installment payments described in subsection (c) shall be subject to the following provisions:

(i) The first monthly, quarterly, semi-annual, or annual payment will be made as soon as practicable after the Plan Administrator receives the Participant’s application. Except to the extent required to satisfy subsection (d)(vi), the amount of each payment will be determined by dividing the value of the Participant’s Account balance by the number of payments remaining in the payment schedule.

(ii) Each Participant who elects the installment option may also elect to make interim withdrawals at any time after the payment of the first installment has been made; provided that a Participant who elects any interim withdrawal may not make another interim withdrawal during that calendar year; provided further that this subsection (d)(ii) shall not apply in the case of a deemed election described in subsection (e).

(iii) A Participant who elects the installment option may elect to receive a lump sum distribution of the balance of his Account at any time.

(iv) In the event the Participant dies prior to a complete distribution of his Account, the balance of his Account will be paid in a single sum payment to his Beneficiary in accordance with subsection (g) below.

(v) All payments under this subsection (d) shall be valued as of the day on which the payment is processed for distribution by the Plan Administrator.

(vi) The minimum amount distributed under this subsection (d) for any month shall be $30 (if the distribution is in cash) or 1 Share ( if the distribution is in Company Stock).

(e) Age 70 1/2. Notwithstanding anything to the contrary in this Section, if (i) a Participant is eligible for a distribution from the Plan under Section (1) and (ii) the Plan Administrator has not received a proper distribution application from the Participant by the Applicable Date, the Participant shall be deemed to have made an election under Section (4)(c)(iv) on the Applicable Date to receive his distribution in 13 annual installments; provided that to the extent required by Article XI(8)(c), there shall be less than 12 months between any two installments. For purposes of this subsection (e), the term “Applicable Date” shall mean the latest of (A) the attainment of age 70-1/2, (B) December 15 of the Plan Year in which the Participant has a Termination of Employment, or (C) the date that is 30 days after a notice is sent to the Participant by the Plan Administrator informing him of the applicability of the distribution form described in this subsection (e) if a proper distribution application is not received by the Applicable Date. The figure “13” in the second preceding sentence shall be reduced by one for each year (or fraction thereof) by which the Participant’s age on the Applicable Date exceeds age 70 1/2.

(f) Limits on Distribution during Reemployment. Notwithstanding the foregoing, no distribution shall be made pursuant to this Section if, at the time such distribution would be made, the Participant has been reemployed by the Employer as an Employee. Any further distribution shall be deferred until the Participant again qualifies for such a distribution under the terms of the Plan.

(g) Death Benefits. In the event of the death of a Participant, all amounts credited to his Account shall be distributed in a single payment to his Beneficiary as soon as practicable and in accordance with the Plan’s normal processing standards and procedures.

(5) MEDIUM OF DISTRIBUTION:

All distributions other than annuity distributions shall be made in cash. Notwithstanding the preceding, if a Participant or Beneficiary whose Account includes an interest in the Company Stock Fund so elects in the manner prescribed therefor by the Plan Administrator, distribution of all or part of such interest shall be in Shares (with fractional Shares paid in cash). Annuity distributions shall be made by distributing an annuity contract.

(6) OTHER DISTRIBUTIONS:

In the event that a loan made to a Participant under Article XII is in default (as determined by the Plan Administrator under terms that are incorporated herein by reference) and the Plan Administrator determines, under terms that are incorporated herein by reference, that it is

necessary for a distribution to be made under the Plan in order to cure such default and that such a distribution could be made under the terms of this Plan and Treasury Regulation § 1.401(k)-1(d) (or any applicable successor provision), the Plan Administrator, with notice to the Participant, shall cause a distribution to be made on behalf of the Participant under the Plan which shall be applied by the Plan Administrator to the unpaid balance of the loan, including accrued interest. Such distribution shall be charged against the security for the loan, as determined under Article XII(2)(h). Any such distribution shall be subject to whatever restrictions and other rules are applicable under Article VII, Article XI, or other Plan provisions, as the case may be, except to the extent that the context clearly indicates otherwise.

(7) QUALIFIED DOMESTIC RELATIONS ORDERS:

The Plan shall comply with any order determined by the Plan Administrator to be a qualified domestic relations order (within the meaning of Code Section 414(p)). Notwithstanding the foregoing, a payment under a qualified domestic relations order may commence at the time set forth in the order, even if such time would be earlier than the date on which the amount would otherwise be payable to the Participant under the Plan.

The Plan Administrator shall establish reasonable procedures consistent with applicable rules to determine the qualified status of domestic relations orders and to administer distributions under such qualified domestic relations orders (or the segregation of amounts pending determination of such status).

(8) ADDITIONAL DISTRIBUTION RULES:

(a) Distributions of Small Amounts. If a Participant has a Termination of Employment, and the value of his Account exceeds $5,000 (determined as of such times and in such manner as is required by Code Section 411(a)(11)), his Account will not be distributed to him prior to his attainment of age 70 1/2 without his consent. Notwithstanding anything in this Plan to the contrary, but subject to subparagraph (f) of this Section if a Participant has a Termination of Employment, and the value of his Account does not exceed $5,000 (determined as of such times and in such manner as is required by Code Sections 411(a)(11) and 417), and if he does not elect a distribution of his entire Account under this Article, his Account shall be distributed as soon as practicable, consistent with Plan administrative procedures, in a single sum without his consent. For purposes of this Section (8)(a), the value of a Participant’s nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to rollover contributions (and earnings applicable thereto) within the meaning of sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant’s account balance as so determined is $5,000 or less, the Plan shall distribute the Participant’s entire nonforfeitable account balance in accordance with the second sentence of this section.

(b) Distribution Due Date. Unless a Participant elects otherwise, the distribution of the Participant’s Account shall begin not later than the sixtieth day after the close of the Plan Year in which the latest of the following dates occurs:

(i) the date on which the Participant attains age 65;

(ii) the tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(iii) the date on which the Participant has a Termination of Employment.

For purposes of this subsection (b), the failure by a Participant to submit to the Plan Administrator a proper distribution application in a timely fashion to receive a distribution by the day described in the preceding sentence shall be deemed to be an election by the Participant not to receive a distribution by such day.

(c) Minimum Distribution Requirements

(i) General Rule.

(A) Precedence. The requirements of this Section (8)(c) will take precedence over any inconsistent provisions of the Plan, provided that this Section shall not be considered to allow a participant or beneficiary to delay a distribution beyond the time otherwise provided in the Plan or elect an optional form of benefit not otherwise provided in the Plan.

(B) Requirements of Treasury Regulations Incorporated. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(ii) Time and Manner of Distribution.

(A) Required Beginning Date. The participant’s entire interest will be distributed, or begin to be distributed, to the participant no later than the participant’s Required Beginning Date.

(B) Death of Participant Before Distributions Begin. If the participant dies before distributions begin, the participant’s entire interest will be distributed, or begin to be distributed, no later than as follows:

(I) If the participant’s surviving spouse is the participant’s sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, on or by December 31 of the calendar year in which the Participant would have attained age 701/2, if later.

(II) If the participant’s surviving spouse is not the participant’s sole Designated Beneficiary, then the participant’s entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the participant’s death.

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

(IV) If the participant's surviving spouse is the participant's sole Designated Beneficiary and the surviving spouse dies after the participant but before distributions to the surviving spouse begin, this section (c)(ii)(B), other than section (c)(ii)(B)(I), will apply as if the surviving spouse were the participant.

For purposes of this section (c)(ii)(B) and section (c)(iv), unless section (c)(ii)(B)(IV) applies, distributions are considered to begin on the participant's Required Beginning Date. If section (c)(ii)(B)(IV) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I). If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the participant's required beginning date (or to the participant's surviving spouse before the date distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I)), the date distributions are considered to begin is the date distributions actually commence.

(C) Forms of Distribution. Unless the participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with sections (c)(iii) and (c)(iv). If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(iii) Minimum Distributions During Participant's Lifetime.

(A) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(I) the quotient obtained by dividing the participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's age as of the participant's birthday in the distribution calendar year; or

(II) if the participant's sole Designated Beneficiary for the distribution calendar year is the participant's spouse, the quotient obtained by dividing the participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the participant's and spouse's attained ages as of the participant's and spouse's birthdays in the distribution calendar year.

(B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section (c)(iii) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the participant's date of death.

(iv) Required Minimum Distributions After Participant's Death.

(A) Death On or After Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the longer of the remaining life expectancy of the participant or the remaining life expectancy of the participant's Designated Beneficiary, determined as follows:

(1) The participant's remaining life expectancy is calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(2) If the participant's surviving spouse is the participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(3) If the participant's surviving spouse is not the participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the participant's death, reduced by one for each subsequent year.

(II) No Designated Beneficiary. If the participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the participant's remaining life expectancy calculated using the age of the participant in the year of death, reduced by one for each subsequent year.

(B) Death Before Date Distributions Begin.

(I) Participant Survived by Designated Beneficiary. If the participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the participant's death is the quotient obtained by dividing the participant's Account Balance by the remaining life expectancy of the participant's Designated Beneficiary, determined as provided in section (c)(iv)(A).

(II) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

(III) Death of Surviving Spouse before Distributions to Surviving Spouse Are Required to Begin. If the participant dies before the date distributions begin, the participant's surviving spouse is the participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under section (c)(ii)(B)(I), this section will apply as if the surviving spouse were the participant.

(v) Definitions.

(A) Designated Beneficiary. The individual who is designated as the beneficiary under Article I of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-l, Q&A-4, of the Treasury regulations.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's required beginning date. For distributions beginning after the participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under section (c)(ii)(B). The required minimum distribution for the participant's first distribution calendar year will be made on or before the participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(C) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(D) Participant's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(E) Required Beginning Date. The date defined in Code Section 401(a)(9) and the regulations promulgated thereunder.

(d) Rollovers to Other Plans.

(i) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section (8)(d), a Distributee may elect at the time and in the manner prescribed by the Plan 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.

(ii) For purposes of Section (8)(d)(i), the following rules apply:

(A) In the sole and absolute discretion of the Plan Administrator, a Direct Rollover may be made by any means permitted by Treasury Regulation § 1.401(a)(31)-1 Q/A-3, Q/A-4 (or any applicable successor provision).

(B) The Plan Administrator may, in its sole and absolute discretion, require, as a condition of making a Direct Rollover, that the Distributee electing the Direct Rollover provide such information or documentation as is permitted under Treasury Regulation §1.401(a)(31)-1 Q/A-6 (or any applicable successor provision).

(C) The Plan Administrator may establish a deadline for a Distributee to elect a Direct Rollover, which deadline shall comply with all applicable requirements under the Code. To the extent permitted by law, such deadline may vary depending on the circumstances of the Distributee (such as whether Section (8)(c) applies to the Participant). Except as provided in Section (8)(f), if a Distributee does not make any election by the applicable deadline, the Distributee shall be deemed to have elected not to have a Direct Rollover made.

(D) Subject to the other requirements set forth in this Section (8)(d), a Distributee may elect to have all or any portion of his Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(E) Any election to have a Direct Rollover made with respect to an Eligible Rollover Distribution must specify a single Eligible Retirement Plan to which the Direct Rollover shall be made.

(F) For purposes of this Plan, a Direct Rollover with respect to a Distributee shall be treated as a distribution or withdrawal with respect to such Distributee.

(G) If an Eligible Rollover Distribution is one payment in a series of periodic payments, and the Distributee elects to have some or all of such Eligible Rollover Distribution paid to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover, such election shall apply to all subsequent payments in the series; provided that the Distributee is permitted at any time to change the election with respect to subsequent payments in the series; provided further that any such change shall be treated as an election subject to this Section (8)(d)(ii)(G).

(iii) The provisions of this Section (8)(d) shall apply only to the extent required by the plan qualification rules of Section 401(a) of the Code.

(e) Investment Funds. In the event that the portion of the Participant’s Account from which a distribution is made is invested in more than one Investment Fund at the time of such distribution, the amount distributed (subject to Section 72 of the Code) shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund.

(f) Notwithstanding anything to the contrary in Article XI(8)(a), in the event of a mandatory distribution (within the meaning of Code section 411(a)(11) and 401(a)(31)) greater than $1,000 in accordance with the provisions of Article XI(8)(a), if the Participant does not elect

to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly as permitted under the Plan, the Plan Administrator will pay the distribution in a single lump sum direct rollover to an individual retirement plan designated by LMIMC.

(g) Direct Rollover Distributions.

(i) Nonspouse Beneficiary Rollovers. A designated beneficiary (as defined in Code section 401(a)(9)(E)) of a Participant who is not the surviving spouse of the Participant may elect to roll over such distribution to an individual retirement plan described in Code section 402(c)(8)(B)(i) or (ii) established for the purpose of receiving such distributions.

(ii) Employee Contributions. The portion of an Eligible Rollover Distribution attributable to after-tax employee contributions that are not includible in gross income may be rolled over in a direct rollover distribution to an annuity contract described in Code section 403(b) provided that such contract provides for separate accounting of such after-tax contributions and earnings thereon.

(iii) Eligible Retirement Plan. The term Eligible Retirement Plan shall include a Roth IRA described in Code section 408A.

(9) SPECIAL RULES REGARDING GE MATSCO COMPONENT:

This Section shall apply notwithstanding any other provision of this Plan to the contrary.

(a) Spousal Consent Account Balance. With respect to a Participant’s Spousal Consent Account Balance:

(i) Pre-Retirement Survivor Annuity. Unless otherwise elected as provided below, a Participant who dies before the Annuity Starting Date and who has a Spouse shall have his Spousal Consent Account Balance paid to his Spouse in the form of a Pre-Retirement Survivor Annuity. Unless the Spouse consents to an earlier distribution, payment of the Pre-Retirement Survivor Annuity will begin within a reasonable time after the later of (A) the date the Participant would have attained his Normal Retirement Age or (B) the date that is 90 days after the death of the Participant. If a person married to the Participant on the date of the Participant’s death is not a Spouse, distribution of the Participant’s Spousal Consent Account Balance shall be made without regard to Section (9)(a).

(ii) Waiver of Pre-Retirement Survivor Annuity.

(A) An election to waive the Pre-Retirement Survivor Annuity before the Participant’s death must be made by the Participant during the election period in writing and on a form prescribed therefor by the Plan Administrator and shall require the Spouse’s irrevocable consent as provided in Section (9)(a)(vii).

(B) Notwithstanding the terms of any waiver regarding the form of death benefit, if the Spouse has not, at the time of the Participant’s death, properly consented to a non-Spouse Beneficiary, the Spouse may elect on a form prescribed therefor by the Plan

Administrator (I) to begin receiving the Pre-Retirement Survivor Annuity within a reasonable time following the later of the Participant's death or the Spouse's election, or (II) to receive a single sum distribution of the Participant's Spousal Consent Account Balance within a reasonable time following the later of the Participant's death or the Spouse's election. Any written election described in this Section (9)(a)(ii)(B) must be obtained not more than ninety (90) days before distribution begins and shall be made in accordance with the provisions of this Section. If a Spouse's election is not received by the later of the time the Participant would have attained his Normal Retirement Age or ninety (90) days after the Participant's death, distribution of the Pre-Retirement Survivor Annuity will begin within a reasonable time after such date.

(iii) Election Period. The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and shall end on the date of the Participant's death. An earlier waiver (with Spousal consent) may be made, but such waiver shall become invalid at the beginning of the Plan Year in which the Participant attains age 35. When a Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of separation from service.

(iv) Notice of Election Rights. The Plan Administrator shall provide Participants with an explanation of the election that meets the requirements of Code Section 417(a)(3)(B).

(v) Joint and Survivor Annuity. Unless otherwise elected as provided below, a Participant who does not die before the Annuity Starting Date shall receive his Spousal Consent Account Balance in the form of a Joint and Survivor Annuity. The Joint and Survivor Annuity shall begin within a reasonable time after the Participant's Annuity Starting Date.

(vi) Election to Waive Joint and Survivor Annuity. An election to waive the Joint and Survivor Annuity must be made by the Participant during the election period in writing on a form prescribed therefore by the Plan Administrator with the consent of the Participant's Spouse. An election to designate a Beneficiary or form of benefits may not be changed without Spousal consent. An unmarried Participant may elect in writing during the election period on a form prescribed therefore by the Plan Administrator to waive the Joint and Survivor Annuity. An election may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph.

(vii) Spousal Consent. Spousal consent will be valid only if (I) it is in writing on a form prescribed therefor by the Plan Administrator, (II) the Spouse's consent acknowledges the effect of the consent, and (III) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefor by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(A) there is no Spouse;

(B) the Spouse cannot be located; or

(C) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's waiver under Section (9)(a)(vi) or Section (9)(a)(ii), whichever is applicable, will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary and, in the case of an election to waive the Joint and Survivor Annuity, form of benefit designated in that consent. Notwithstanding any provision of Article I(62) to the contrary, a consent under this provision may not be revoked. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(viii) Election Period. The election period to waive the Joint and Survivor Annuity is the ninety (90) day period ending on the Annuity Starting Date (except to the extent otherwise provided in Code Section 417(a)(7)). A payment shall not be considered to occur after the Annuity Starting Date when actual payment is reasonably delayed for calculation of the benefit amount.

(ix) Notice of Election Rights. The Plan Administrator shall provide the Participant with an explanation of the election which meets the requirements of Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)).

(x) Effect of Waiver. If a proper waiver is executed under Section (9)(a)(vi) with respect to a Participant, the Participant's Spousal Consent Account Balance shall be distributed under the provisions of this Article XI without regard to this Section.

(xi) Purchase of Annuities. Any costs associated with the purchase of annuity contracts under this Section shall be charged against the distributable proceeds of the Participant's Spousal Consent Account Balance. After an annuity contract has been purchased and distributed, neither the Plan nor the Employer shall have any further obligation for payment of benefits attributable to the Participant's Spousal Consent Account Balance.

(xii) Small Amounts. If the value of a Participant's Account is $5,000 or less (determined as of such times and in such manner as is required by Code Section 417), this Section (9)(a) shall not apply to such Participant.

(xiii) Other Forms of Payment. To the extent required by Code Section 411(d)(6), in addition to the forms of payment listed in Section (4), the Spousal Consent Account Balance may also be distributed as a life annuity or in equal monthly, quarterly, semi-annual or annual installments over 10, 15 or 20 years, provided a valid Spousal Consent has been obtained. If a Participant elects to receive the Spousal Consent Account Balance in the form of a life annuity, the distributable proceeds of the Spousal Consent Account Balance may be used to purchase an annuity contract from a commercial insurance company, at the cost charged by the insurance company.

(xiv) This subpart only applies to the extent required by law. Subject to the foregoing, a Participant who does not die before his Annuity Starting Date may elect to receive

his Spousal Consent Account Balance ,if any, in the form of a “75% Joint and Survivor Annuity.” A “75% Joint and Survivor Annuity” means an annuity under which joint and survivor benefits are paid to the Participant for his life, and, following the Participant’s death, are paid to the Participant’s Spouse during the Spouse’s lifetime at a rate equal to seventy-five percent (75%) of the rate at which such benefits are payable to the Participant. The 75% Joint and Survivor Annuity is purchased with the distributable proceeds of the Spousal Consent Account Balance.

(b) Any distribution to a Participant in the form described in Section (9)(a)(v) or (xiii) shall commence at the same time as all other distributions to such Participant under Section (4).

(10) VESTING:

Except as otherwise provided in this Plan, all amounts credited to a Participant’s Account shall be fully vested and nonforfeitable.

(11) SPECIAL RULES FOR PARTIALLY VESTED PARTICIPANTS:

Notwithstanding any other provision herein to the contrary, if a former Participant to whom a distribution was made under the Loral Aerospace Savings Plan and who forfeited the unvested portion of his account under that plan again becomes an Employee before the expiration of five consecutive one year Breaks in Service, the amount which was previously forfeited, if any, will be restored to his Account. All rights to any forfeited amounts shall lapse, if this Plan is terminated before the Participant is reemployed by the Corporation.

(12) SPECIAL RULES FOR PRIOR PLAN PARTICIPANTS:

(a) Lockheed Martin Aerospace Participants. In the case of a Lockheed Martin Aerospace Participant, the following rules shall apply with respect to distributions under this Article:

(i) Section (1)(a) shall apply as if the following sentence were added at the end thereof: Notwithstanding anything herein to the contrary, a Participant shall be eligible to receive the entire portion of his Account attributable to his accounts in the Lockheed Martin Aerospace Savings Plan if: (A) an event described in Code Section 401(k)(10) (taking into account Code Section 401(k)(10)(B) and (C)) has occurred with respect to such Participant, or (B) such Participant is described in Section 6.2(e)(1)(B) or 6.2(e)(2)(B) of the Lockheed Martin Aerospace Savings Plan.

Any distribution that is available solely by reason of this Section (12)(a)(i) shall be paid in a lump sum, provided that in the case of a distribution that is available solely by reason of Section (12)(a)(i)(B), such distribution shall also be available in the form described in paragraph (ii) to the extent that paragraph (ii) is applicable.

(ii) If the Participant is eligible for a distribution from this Plan pursuant to Section (1), and such Participant is or was a Loral Quintron Salaried Participant (as such term was defined in the Lockheed Martin Aerospace Savings Plan), he may elect to receive the entire portion of his Account attributable to his accounts in the Lockheed Martin Aerospace Savings

Plan in installments payable at least annually over a period of five years. In the event of such an election, the Beneficiary shall, at any time after the death of the Participant but prior to receipt of the entire amount to which he is entitled, have the right to elect to accelerate such payments and receive such entire amount in a lump sum within an administratively reasonable time after his election.

(13) SPECIAL RULES REGARDING ASPEN SYSTEMS COMPONENT:

This Section (13) shall apply only to the extent required by Section 411(d)(6) of the Code or other applicable law. For the purposes of this Section (13), a Participant's "Aspen Systems Account Balance" consists of all amounts in the Participant's Account that are attributable to amounts transferred from the Lockheed Martin Aspen Systems Corporation 401(k) Retirement Savings Plan, which was merged with and into this Plan effective May 1, 2009. In applying the definitions in Article I, the term "Spousal Consent Account Balance" will include the Aspen Systems Account Balance.

(a) Aspen Systems Account Balance. With respect to a Participant's Aspen Systems Account Balance:

(i) Pre-Retirement Survivor Annuity. Unless otherwise elected as provided below, a Participant who dies before the Annuity Starting Date and who has a Spouse shall have his Aspen Systems Account Balance paid to his Spouse in the form of a Pre-Retirement Survivor Annuity. Unless the Spouse consents to an earlier distribution, payment of the Pre-Retirement Survivor Annuity will begin within a reasonable time after the later of (A) the date the Participant would have attained his Normal Retirement Age or (B) the date that is 90 days after the death of the Participant.

(ii) Waiver of Pre-Retirement Survivor Annuity.

(A) An election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant during the election period in writing and on a form prescribed therefor by the Plan Administrator, and shall require the Spouse's irrevocable consent as provided in Section 13(a)(vii).

(B) Notwithstanding the terms of any waiver regarding the form of death benefit, if the Spouse has not, at the time of the Participant's death, properly consented to a non-Spouse Beneficiary, the Spouse may elect on a form prescribed by the Plan Administrator (I) to begin receiving the Pre-Retirement Survivor Annuity within a reasonable time following the later of the Participant's death or the Spouse's election, or (II) to receive a single sum distribution of the Participant's Aspen Systems Account Balance within a reasonable time following the later of the Participant's death or the Spouse's election. Any written election described in this Section 13(a)(ii)(B) must be obtained not more than ninety (90) days before the distribution begins and shall be made in accordance with the provisions of this Section (13).

(iii) Election Period. The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and shall end on the date of the Participant's death. An earlier waiver (with Spousal consent) may be made, but such waiver shall become invalid at the beginning of the Plan Year in which

the Participant attains age 35. When a Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of separation from service.

(iv) Notice of Election Rights. The Plan Administrator shall provide Participants with an explanation of the election that meets the requirements of Code section 417(a)(3)(B).

(v) Joint and Survivor Annuity. Unless otherwise elected as provided below, a Participant who does not die before the Annuity Starting Date shall receive his Aspen Systems Account Balance in the form of a Joint and Survivor Annuity. For this purpose, a "Joint and Survivor Annuity" shall mean, for a Participant who has a Spouse, an immediate survivorship life annuity with installment refund, where the survivorship percentage is 50% and the survivorship benefit is payable to the Participant's Spouse. The Joint and Survivor Annuity shall begin within a reasonable time after the Participant's Annuity Starting Date.

(vi) Election to Waive Joint and Survivor Annuity. An election to waive the Joint and Survivor Annuity must be made by the Participant during the election period in writing on a form prescribed therefore by the Plan Administrator with the consent of the Participant's Spouse. An election to designate a Beneficiary or form of benefits may not be changed without Spousal consent. An unmarried Participant may elect in writing during the election period on a form prescribed therefor by the Plan Administrator to waive the Joint and Survivor Annuity. An election may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph.

(vii) Spousal Consent. Spousal consent will be valid only if (I) it is in writing on a form prescribed therefore by the Plan Administrator, (II) the Spouse's consent acknowledges the effect of the consent, and (III) the Spouse's signature is witnessed by a Plan representative or a notary public and is acknowledged in writing by such witness on a form prescribed therefore by the Plan Administrator. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because:

(A) there is no Spouse;

(B) the Spouse cannot be located; or

(C) of other circumstances that may be prescribed by Treasury Regulations;

the Participant's waiver under Section (13)(a)(vi) or Section (13)(a)(ii), whichever is applicable, will be considered valid. Any consent under this provision will be valid only with respect to the Spouse who signs the consent and only with respect to the Beneficiary and, in the case of an election to waive the Joint and Survivor Annuity, form of benefit designated in that consent. If the existence of a Spouse is uncertain or if the validity of Spousal consent is unclear, the Plan Administrator shall withhold payment of benefits until such determination is made. The Plan Administrator in its sole and absolute discretion may refuse to recognize a Spousal consent if it believes for any reason that the consent is invalid.

(viii) Election Period. The election period to waive the Joint and Survivor Annuity is the ninety (90) day period ending on the Annuity Starting Date (except to the extent otherwise provided in Code Section 417(a)(7)). A payment shall not be considered to occur after the Annuity Starting Date when actual payment is reasonably delayed for calculation of the benefit amount.

(ix) Notice of Election Rights. The Plan Administrator shall provide the Participant with an explanation of the election which meets the requirements of Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)).

(x) Effect of Waiver. If a proper waiver is executed under Section (13)(a)(vi) with respect to a Participant, the Participant's Aspen Systems Account Balance shall be distributed under the provisions of this Article without regard to this Section (13).

(xi) Purchase of Annuities. After an annuity contract has been purchased and distributed, neither the Plan nor the Employer shall have any further obligation for payment of benefits attributable to the Participant's Spousal Consent Account Balance.

(xii) Small Amounts. If the value of a Participant's Account is $5,000 or less (determined as of such times and in such manner as are required by Code Section 417), this Section (13)(a) shall not apply with respect to such Participant.

(xiii) Other Forms of Payment. To the extent required by Code section 411(d)(6), in addition to the forms of payment listed in Section (4), the Aspen Systems Account Balance may also be distributed as a life annuity, provided a valid Spousal Consent has been obtained. If a Participant elects to receive the Aspen Systems Account Balance in the form of a life annuity, the distributable proceeds of the Aspen Systems Account Balance may be used to purchase an annuity contract from a commercial insurance company, at the cost charged by the insurance company.

(xiv) 75% Joint and Survivor Annuity. To the extent required by law, a Participant who is entitled to a Joint and Survivor Annuity under Section (13)(a)(v) may instead elect to have his Aspen Systems Account Balance paid in the form of a 75% Joint and Survivor Annuity. For this purpose, a "75% Joint and Survivor Annuity" means, for a Participant who has a Spouse, an immediate survivorship annuity with installment refund, where the survivorship percentage is 75% and the survivorship benefit is payable to the Participant's Spouse.

(b) Any distribution to a Participant in the form described in Section (13)(a)(v) or (xiii) shall commence at the same time as all other distributions to such Participant under Section (4).

## Article XII.

## LOANS TO PARTICIPANTS

(1) AVAILABILITY OF LOANS TO PARTICIPANTS:

(a) The Plan Administrator may, in its sole and absolute discretion and effective at such time as it specifies, provide for the availability of loans from the Plan to Employees who have Accounts thereunder and to any other Participant or Beneficiary (in the case of a deceased Participant) who is a party in interest within the meaning of Section 3(14) of ERISA. If the Plan Administrator institutes such a loan program, the loans shall be made pursuant to the provisions and limitations of this Article. References in this Article to a "Participant" shall be deemed to be references also to a Beneficiary (in the case of a deceased Participant) except to the extent that the context or applicable law would indicate otherwise.

(b) The Plan Administrator may establish rules, which are incorporated herein by reference, governing the granting of loans, provided that such rules are not inconsistent with the provisions of this Article and that loans are made available on a reasonably equivalent basis. These rules may limit the number of loans a Participant may receive, require payment of loan processing fees by the Participant (either directly or out of his Account), or establish any other requirements the Plan Administrator determines to be necessary or desirable.

(2) TERMS AND CONDITIONS OF LOANS TO PARTICIPANTS:

Any loan under this Article shall satisfy the following requirements:

(a) Amount of Loan. At the time a loan is made, the principal amount of the loan shall not exceed the lesser of (i) $50,000 or (ii) one-half of the value of the Participant's Account. The $50,000 limit shall be reduced by the highest outstanding balance of all Qualified Retirement Plan Loans to the Participant during the one-year period ending on the day before the date on which the loan is made. At the time a loan is made, the principal amount of the loan shall not be less than $500.

(b) Source of Loan. Each loan shall be treated as an investment of the Borrower's Account. A loan to a Participant may be made from amounts in the Participant's Account that are described in the following sentence. Any loan shall be made pro-rata from the following sources: Before-Tax Contributions; Discretionary Contributions; Rollover Contributions, After-Tax Contributions, and Roth Deferral Contributions (including rollover of Roth amounts and In-Plan Roth Rollover amounts). Loan repayments shall be credited on a pro-rata basis from the sources they were withdrawn from.

(c) Investment Funds. In the event that the portion of the Participant's Account from which the loan is made (as set forth in Article XII(2)(b)) is invested in more than one Investment Fund at the time of such loan, subject to Article XII(2)(b), the amount loaned shall be charged to each Investment Fund in proportion to the value of the investment of such portion of his Account in such Investment Fund on such processing date. Amounts paid by a Participant to the Plan as repayments of a loan shall be allocated to Investment Funds in accordance with the Participant's existing investment allocations for future contributions.

(d) Application for Loan. The Participant must apply for a loan in the manner specified by the Plan Administrator.

(e) Length of Loan.

(i) The Participant shall be required to repay the loan in approximately equal installments of principal and interest over not longer than 5 years, or such shorter period as the Plan Administrator may designate. The 5-year (or shorter) limit shall not apply to any loan the proceeds of which are applied by the Participant to acquire or construct any dwelling unit that is to be used within a reasonable time after the loan is made as the principal residence of the Participant. In the latter case, the loan shall be for a maximum of 15 years.

(ii) The principal amount of the loan, together with all accrued interest, shall immediately become due when the Participant is no longer employed by an Employing Company and is no longer a party in interest under Section 3(14) of ERISA; provided, however, that the Plan Administrator may allow for such Participant to continue to make loan repayments on a monthly basis until the scheduled payoff date.

(f) Prepayment. A Participant shall be permitted to repay the loan in whole prior to maturity, without penalty, in accordance with procedures established by the Plan Administrator. A Participant may not extend, refinance, renegotiate, renew, or modify a loan in any way. If a Participant elects to repay a loan using a direct debit (ACH) process, the Participant will be restricted from requesting any withdrawal or distribution from his Account for 15 days from the date the Participant provides his direct debit banking information.

(g) Notes, Interest, and Withholding. The Plan Administrator may require that the loan be evidenced by a promissory note delivered to the Trustee, and shall bear interest at a reasonable rate determined by the Plan Administrator, which determination is incorporated herein by reference. Negotiation of a loan check shall be deemed to be consent to the terms of the loan and the related promissory note. For this purpose, the Plan Administrator will use a rate of interest which provides the Plan with a return commensurate with the interest rates charged by persons in the business of lending money for loans under similar circumstances. Repayment of principal and payment of interest will be made in installments not less frequently than quarterly and normally will be effected through payroll withholding, and the Participant shall comply with any procedures established by the Plan Administrator to accomplish this as a condition to approval of the loan.

(h) Security. The loan shall be secured by an assignment of the Participant’s right, title, and interest in and to his Account in the Plan. The initial source of such security shall be determined under the loan source rules of Section (2)(b) as of the date of the loan. Amounts held as security for a loan shall not be available for withdrawal or distribution except to the extent that such amounts are applied to the unpaid balance of the loan (including accrued interest) pursuant to applicable provisions of this Plan.

(i) One Loan Outstanding; No Loans if in Default. A Participant may not have more than one loan outstanding at any time, taking into account loans under this Article and all other Qualified Retirement Plan Loans. No loan shall be made to any Participant who is in default with

respect to a loan under this Article, as determined by the Plan Administrator under terms which are incorporated herein by reference.

(j) No Refinancing of Loans. No loan from the Plan (including a loan originally made by a Prior Plan) may be refinanced by a loan under this Article. In addition, no loan hereunder may be made to a Participant prior to the date that is fifteen (15) days after the date that all previous loans from the Plan (including loans originally made by a Prior Plan) have been repaid in full.

(k) Other Terms and Conditions. The Plan Administrator shall fix such other terms and conditions of the loan and shall require such documentation as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 401(a) of the Code, to qualify the loan as exempt from the prohibited transaction rules of the Code or ERISA, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant, which other terms and conditions are incorporated herein by reference. The Plan Administrator, in its sole and absolute discretion, may for any reason fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, which other terms and conditions are incorporated herein by reference.

(l) No Prohibited Transactions. No loan shall be made unless such loan is exempt from the tax imposed on prohibited transactions by Section 4975 of the Code (or would be exempt from such tax if the Participant were a disqualified person as defined in Section 4975(e)(2) of the Code) by reason of Section 4975(d)(1) of the Code.

## Article XIII.

## PLAN SPONSOR AND NAMED FIDUCIARIES; ALLOCATION OF RESPONSIBILITIES

(1) PLAN SPONSOR:

The Plan Sponsor shall have the authority and responsibility for:

(a) the design of the Plan and the Trust Agreement, including the right to amend the Plan and the Trust Agreement; and

(b) the qualification of the Plan under applicable law.

(2) INVESTMENT FIDUCIARY:

(a) In General. LMIMC is the Investment Fiduciary. The Investment Fiduciary is a Named Fiduciary of the Plan and shall be responsible for Plan investments and the appointment, removal and replacement of Investment Managers and the Trustee.

(b) Responsibilities. The Investment Fiduciary shall be responsible for, and have the necessary authority and discretion to carry out, the following:

(i) appointment, removal and replacement of the Trustee;

(ii) appointment, removal and replacement of one or more Investment Managers (as defined in Section 3(38) of ERISA), which shall be responsible for managing such portion of the Trust Fund as the Investment Fiduciary shall specify;

(iii) establishment of investment policies;

(iv) internal management and investment of such portion of the Trust Fund as the Investment Fiduciary shall specify;

(v) setting strategic asset allocation guidelines, including the establishment of asset categories in which the Plan invests or, to the extent the Plan contains participant-directed investments, the establishment of asset categories and the addition, removal or replacement of available investment options for such participant-directed investments;

(vi) appointment, removal and replacement of third party service providers (such as, insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third party service providers;

(vii) to the extent permitted by ERISA and the Code, paying reasonable expenses of administering the Plan from Plan assets;

(viii) all functions assigned to the Investment Fiduciary under the terms of the Plan and the Trust Agreement;

(ix) the exercise of all fiduciary functions concerning the investment of Plan assets provided in the Plan or the Trust Agreement, except such functions as are specifically assigned to other Named Fiduciaries; and

(x) appointment, removal and replacement of the Independent Fiduciary.

(c) Rules and Procedures. The Investment Fiduciary may adopt such rules to govern its own procedures as it may deem advisable, provided that such rules are not inconsistent with the provisions and purposes of the Plan or Trust Agreement.

(3) TRUSTEE:

(a) In General. Any Trustee designated hereunder shall be a bank or trust company qualified under the laws of the United States or of any State to operate thereunder as a trustee. The Trustee shall be a Named Fiduciary of the Plan.

(b) Responsibilities. The Trustee shall, unless otherwise directed by the Investment Fiduciary or an Investment Manager (if such has been appointed), have exclusive authority and discretion to manage and invest the assets of the Trust Fund, as provided in the Trust Agreement. The Trustee shall further be responsible for the holding and disbursement of all contributions and income received by it under this Plan, as provided in the Trust Agreement, and shall have such other responsibilities as are provided in such Agreement.

(4) PLAN ADMINISTRATOR:

(a) In General. The Corporation is the Plan Administrator. The Plan Administrator is a Named Fiduciary of the Plan and shall be responsible for administering the Plan and making and reviewing claim determinations. The Corporation shall act through its Vice President, Benefits and his or her designated staff in performing its responsibilities as Plan Administrator.

(b) Responsibilities. The Plan Administrator shall be responsible for, and have the necessary authority and discretion to carry out the following:

(i) determination of benefit eligibility and the amount of benefits payable to Participants and beneficiaries and certification thereof to the Trustee for payment from the Trust Fund;

(ii) establishment of procedures to be followed by Participants and beneficiaries for filing applications for benefits;

(iii) appointment of the committee(s) or other person(s) responsible for making and reviewing claim determinations as provided in Article XV;

(iv) interpretation and construction of Plan provisions;

(v) preparation and filing of all reports required to be filed by the Plan with any agency of Government;

(vi) appointment, removal and replacement of third party service providers (such as, insurance companies, consultants, and advisers) including setting or agreeing to the terms of compensation for such third party service providers;

(vii) maintenance of all records of the Plan other than those maintained by the Trustee or the Investment Fiduciary;

(viii) compliance with all disclosure requirements imposed by state or federal law;

(ix) establishment of a funding policy; and

(x) all functions assigned to the Plan Administrator under the terms of the Plan or the Trust Agreement.

The Plan Administrator and its delegates shall have full discretion to construe and interpret the terms and provisions of this Plan, which interpretation or construction shall be final, conclusive and binding on all parties, including but not limited to the Corporation and any Participant or Beneficiary, except as otherwise provided by law. The Plan Administrator shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

(5) ALLOCATION OF NAMED FIDUCIARIES' RESPONSIBILITIES:

Each Named Fiduciary is allocated the individual responsibility for the prudent execution of the functions assigned to him, and none of such responsibilities or any other responsibility shall be shared by two or more of such Named Fiduciaries unless such sharing shall be provided by a specific provision of the Plan or Trust Agreement. Whenever one Named Fiduciary is required by the Plan or Trust Agreement to follow the directions of another Named Fiduciary, the two Named Fiduciaries shall not be deemed to have been assigned a shared responsibility, but the responsibility of the Named Fiduciary giving the directions shall be deemed his sole responsibility, and the responsibility of the Named Fiduciary receiving those directions shall be to follow them insofar as such instructions are on their face proper under applicable law.

(6) AUTHORITY TO BIND PLAN:

Persons dealing with the Plan may rely on the actions of the Investment Fiduciary or the Plan Administrator as duly authorized actions of the Plan with respect to matters within their respective areas of responsibility. Such persons may act upon written communications signed by the Investment Fiduciary or the Plan Administrator, as applicable.

(7) DELEGATION OF AUTHORITY:

Persons dealing with the Plan may act upon the authority of any agent appointed in writing by the Investment Fiduciary or the Plan Administrator to act on their behalf, and the authority of any such agent shall be deemed to continue until revoked in writing.

(8) INDEMNIFICATION:

To the extent permitted by law, the Corporation shall indemnify each person who is an employee of the Investment Fiduciary or member of the Board of Directors of the Investment Fiduciary or an employee of the Corporation against any and all expenses and/or liabilities arising out of service of the Plan.

## Article XIV.

## AMENDMENT, TERMINATION, MERGER, AND CONSOLIDATION

(1) AMENDMENT OF PLAN:

The Board of Directors of the Corporation (or one or more persons or entities to whom such authority has been delegated by the Board) may, subject to Section (4), amend at any time any or all provisions of this Plan in any respect (including retroactively) to the maximum extent permitted by law. Such an amendment may be made at any time by written instrument identified as an amendment of the Plan effective as of a specified date (or dates) and such amendment shall be binding on all Employing Companies, Participants, Beneficiaries, and other individuals and entities.

(2) TERMINATION OF PLAN:

The Corporation expects to continue the Plan indefinitely. However, subject to Section (4), the Corporation shall, to the maximum extent permitted by law, have the right at any time to

terminate the Plan (including retroactively) in whole or in part by suspending or discontinuing contributions hereunder in whole or in part, or to otherwise terminate the Plan (including retroactively). In accordance with any amendment to the Plan that may be adopted in connection with any such termination, the Corporation may after such termination continue the Plan and Trust in effect for the purpose of making distributions under the Plan as they become payable, or may authorize the distribution of all or any part of the assets of the Trust Fund as to which the Plan has been terminated. In the event of termination, the Plan Administrator shall continue to administer the Plan and the Trustee shall continue to administer the Trust as herein provided for application and disbursement in accordance with the Plan. In the event of a termination or partial termination of the Plan, or the complete discontinuance of contributions under the Plan, the account balance of each affected participant (but subject to Article XI(10) of this Plan) will be nonforfeitable.

(3) MERGER, CONSOLIDATION, OR TRANSFER:

In the case of any merger or consolidation of the Plan with, or in the case of any transfer of assets or liabilities of the Plan to, any other plan, each Participant and Beneficiary in the Plan must be entitled to receive a benefit immediately after the merger, consolidation, or transfer, that satisfies the requirements of Code Section 414(l). In the case of a merger of the Plan with one or more other defined contribution plans, the first sentence of this Section (3) shall be treated as satisfied if the following safe harbor requirements are met:

(a) The sum of the account balances in each plan equals the fair market value (determined as of the date of the merger) of the entire plan assets;

(b) The assets of each plan are combined to form the assets of the plan as merged; and

(c) Immediately after the merger, each participant in the plan as merged has an account balance equal to the sum of the account balances the participant had in the plans immediately prior to the merger.

In the case of a transfer of assets or liabilities of the Plan to any other plan, such transfer shall be treated as a spinoff of a plan with the transferred assets and/or liabilities and a merger of such spunoff plan with the transferee plan. In the case of such a spinoff, the first sentence of this Section (3) shall be treated as satisfied if after the spinoff the following safe harbor requirements are met:

(d) The sum of the account balances for each of the participants in the resulting plans equals the account balance of the participant in the plan before the spinoff; and

(e) The assets in each of the plans immediately after the spinoff equals the sum of the account balances for all participants in that plan.

For purposes of subsections (a) and (e) above, the reference to “account balances” shall include all separately maintained accounts (whether called an account or not) in any plan referred to; for example, with respect to the Plan, such term shall include, but shall not be limited to, Accounts,

any unallocated account in which forfeitures may be held temporarily pending timely allocation, and any segregated amount or other account maintained pursuant to a qualified domestic relations order (within the meaning of Code Section 414(p)) or pursuant to Article XI(7).

No merger, consolidation, or transfer shall take place if such merger, consolidation, or transfer would cause this Plan to cease to be a qualified plan.

(4) LIMITATIONS ON AMENDMENT OR TERMINATION:

The Corporation shall not have the right to modify or amend the Plan in such manner so as to affect, in a materially adverse manner, the rights and duties of the Trustee without its consent in writing, unless such modification or amendment is necessary to conform the Plan to, or to satisfy or continue to satisfy the conditions of, any applicable law (including ERISA and governmental regulations and rulings) or is necessary to cause the Plan to meet or to continue to meet the requirements for qualification of the Plan under Section 401(a) of the Code, provided that the Trustee may at any time (including after the execution of an amendment) waive such requirements, which waiver may be retroactively effective.

## Article XV.

## CLAIMS PROCEDURE

(1) CLAIMS PROCEDURE AND REVIEW:

(a) Any Participant, Beneficiary, Surviving Spouse, or Contingent Annuitant, or other person who is entitled to payment of a benefit for which provision is made in this Plan shall file a written claim with the Plan Administrator or its delegate. If a claim is wholly or partially denied, the Plan Administrator shall, within 90 days after receipt of the claim, furnish to the claimant a written notice setting forth, in a manner calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) 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; (4) an explanation of the steps to be taken if the claimant wishes to have the denial reviewed as provided below; and (5) a statement of the claimant’s right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review. The 90-day period may be extended for not more than an additional 90 days if special circumstances make such an extension necessary. The Plan Administrator shall give to the claimant, before the end of the initial 90-day period, a written notice of such extension, stating such special circumstances and the date by which the Plan Administrator expects to render a decision. If the extension is made because the claimant must furnish additional information, the extension period will begin when the additional information is received.

(b) By written application filed with the Plan Administrator within 90 days after receipt by a claimant of the written notice of denial described above, the claimant or his duly authorized representative may request a review of the denial of his claim.

(c) In connection with such review, the claimant or his duly authorized representative may submit to the Plan Administrator issues, comments, documents, records, and other information relating to the claim for benefits. In addition, the claimant will be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits. A document, record, or other information is "relevant" if it: (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or information was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required under federal law.

(d) The Plan will provide an impartial review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Plan Administrator shall make a decision and furnish such decision in writing to the claimant within 60 days after receipt by the Plan Administrator of the request for review. This period may be extended to not more than 120 days after such receipt if special circumstances make such an extension necessary. The claimant will be notified in writing prior to the expiration of the original 60-day period if such an extension is required, and such notice will include the reason for the extension and the date by which it is expected that a decision will be reached.

(e) The decision on review shall be in writing, set forth in a manner calculated to be understood by the claimant, and shall include: (1) specific reasons for the decision; (2) specific references to the pertinent Plan provisions on which the decision is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information "relevant" to the claimant's claims for benefits, as described above; (4) description of any additional materials or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement describing any voluntary appeal procedures and the claimant's right to obtain information about such procedures, if any; and (6) a statement of the claimant's right to bring a civil action under Section 502 of ERISA following an adverse benefit determination on review.

(f) The decisions of the Plan Administrator on matters of denial of claims shall be final and binding on all parties for the purpose of review under the provisions of the Plan. The Plan Administrator and its delegates shall have full discretion to interpret and construe the terms of the Plan.

(g) For purposes of Sections (a) through (g), Plan Administrator shall be the Plan Administrator or its delegate, including the Administrative Committee (the Committee designated by the Plan Administrator to review claims) or such other person(s) as designated by the Plan Administrator. For purposes of this Claims Review Procedure, claimant shall include the duly authorized representative of the claimant, if any.

## Article XVI.

## MISCELLANEOUS

(1) TOP-HEAVY PROVISIONS:

The following provisions shall become effective in any Plan Year in which this Plan is a Top-Heavy Plan, provided that this Section (1) shall only apply to the extent required by law.

(a) Top-Heavy Plan Status. This Plan will be a Top-Heavy Plan for a given Plan Year if as of the last day of the preceding Plan Year either of the following situations occur:

(i) The ratio of the Accrued Benefits of Participants in this Plan who are Key Employees to the Accrued Benefits for all Participants in this Plan exceeds six-tenths (.6), or

(ii) This Plan is part of a Required Aggregation Group, and the ratio of the Accrued Benefits of Participants in any of the aggregated plans who are Key Employees to the Accrued Benefits of all Participants in the aggregated plans exceeds six-tenths (.6).

Notwithstanding anything in this subsection (a) to the contrary, this Plan shall not be a Top-Heavy Plan in any Plan Year in which this Plan is part of a Required or Permissive Aggregation Group which is not Top-Heavy. Neither shall this Plan be a Top-Heavy Plan if it is part of a Permissive Aggregation Group which is Top-Heavy but this Plan is not required to be part of a Required Aggregation Group.

(b) Definitions.

"Accrued Benefit" means the account balance of the Participant in this Plan or any other defined contribution plan and in the case of a defined benefit plan, the Accrued Benefit as defined under such plan, including any distribution from the plan within the five-year period ending on the last day of the preceding Plan Year. If any individual has not received any Compensation from any Employer (other than benefits under the Plan) at any time during the five-year period ending on the last day of the preceding Plan Year, any Accrued Benefit for such individual shall not be taken into account.

The present values of Accrued Benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the plan and any plan aggregated with the plan under section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting 5-year period for 1-year period.

The Accrued Benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

"Key employee" means any employee or former employee (including any deceased employee) who at any time during the plan year that includes the determination date was an officer of the employer having annual compensation greater than $130,000 (as adjusted under section 416(i)(1) of the Code), a 5-percent owner of the employer, or a 1-percent owner of the employer having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of section 415(c)(3) of the Code. The determination of who is a key employee will be made in accordance with section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

"Limitation Year" means the Plan Year.

"Permissive Aggregation Group" means all of the plans of the Employer which are included in the Required Aggregation Group plus any plans of the Employer which are not included in the Required Aggregation Group, but which satisfy the requirements of Sections 401(a)(4) and 410 of the Code when considered together with the Required Aggregation Group.

"Required Aggregation Group" means all of the qualified plans of the Employer in which a Key Employee is a Participant during the Plan Year containing the determination date, or which are necessary for such a plan to satisfy the requirements of Sections 401(a)(4) or 410 of the Code. Any Employer-maintained qualified plan that terminated within the one year period ending on the Determination Date must be taken into account.

(c) Minimum Benefit. The yearly minimum contribution to this Plan for an employee with respect to Plan Years during which this Plan is Top-Heavy shall be equal to the lesser of (i) 3% of the Participant's Compensation for such Plan Year; or (ii) the highest percentage of Compensation allocated on behalf of a Key Employee to this Plan in the form of Before-Tax Contributions, QNECs, Matching Contributions, or other Employer contributions. The minimum contribution shall be made regardless of whether the Employee was a Participant in the Plan during such Top-Heavy Plan Years provided that he was eligible to participate. However, if any employee eligible to participate in this Plan receives the minimum benefit required under Section 416 of the Code under any defined benefit plan maintained by the Employer, this subsection (c) shall not be applicable with respect to such employee.

Employer matching contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to matching contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer matching contributions that are used to satisfy the minimum contribution requirements shall be treated as matching contributions for purposes of the actual contribution percentage test and other requirements of section 401(m) of the Code.

(2) PROHIBITION AGAINST ALIENATION:

Except as otherwise provided in this Plan, no Participant or Beneficiary shall have any right to withdraw, assign (either at law or in equity), pledge, transfer, appropriate, encumber, commute,

alienate, or anticipate his interest in the Plan and Trust, or any payments to be made hereunder, and no benefits, payments, rights, or interest of such a person under the Plan shall be in any way subject to any legal or equitable process to levy or execute upon, charge, garnish, or attach the same for payment of any claim against such person, nor shall any such person have any right of any kind whatsoever with respect to the Plan and Trust, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are made out of the Trust, as and when the same are or shall become due and payable under the terms of the Plan. Any attempt to transfer, pledge, or levy upon or otherwise alienate an interest of a Participant or Beneficiary shall be invalid except as otherwise provided in this Plan. Notwithstanding any Plan provision to the contrary, an Employee's Plan benefits shall be reduced if a court order or requirement for reduction arises from (i) a judgment of conviction for a crime involving the Plan; (ii) a civil judgment (or consent order or decree) that is entered by a court in an action brought in connection with a breach or an alleged breach of fiduciary duty under ERISA; or (iii) a settlement agreement entered into by the Employee and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person.

(3) RELATIONSHIP BETWEEN EMPLOYING COMPANIES AND EMPLOYEES:

The adoption and maintenance of the Plan shall not be deemed to constitute or modify a contract between any Employer and any Employee or Participant or to be a consideration or inducement for or condition of the performance of services by any person. Nothing herein contained shall be deemed to give to any Employee or Participant the right to continue in the service of any Employer, to interfere with the right of an Employer to discharge any Employee or Participant at any time, or to give an Employer the right to require an Employee or Participant to remain in its service or to interfere with his right to terminate his service at any time.

(4) PARTICIPANTS' BENEFITS LIMITED TO ASSETS:

Each Participant by his participation in the Plan and Trust, shall be conclusively deemed to have agreed to look solely to the Trust Fund, and not to any other person, entity, or assets for the payment of any benefit to which he may be entitled by reason of his participation, and to have consented to all of the terms and conditions of the Plan, as the same may be amended from time to time, and shall be bound thereby with the same force and effect as if he were a party to this Plan.

(5) TITLES AND HEADINGS:

The titles and headings of the articles and sections in this Plan are placed herein for convenience of reference only, and in case of any conflicts, the text of this Plan, rather than the titles or headings, shall control.

(6) GENDER AND NUMBER:

The masculine pronoun, wherever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

(7) APPLICABLE LAW; VENUE:

The provisions of this Plan shall be construed according to the laws of the State of Maryland, except to the extent that they are preempted by ERISA, or by other federal law. The Plan is intended to comply with ERISA and the Code. Any claim or action by a participant or beneficiary relating to or arising under the Plan shall only be brought in the U.S. District Court for the District of Maryland, and this court shall have personal jurisdiction over any participant or beneficiary named in the action.

(8) INABILITY TO LOCATE PAYEE:

Anything to the contrary herein notwithstanding, if the Plan Administrator is unable, after a reasonable effort, to locate any Participant or Beneficiary to whom an amount is distributable hereunder, such amount shall be forfeited. Notwithstanding the foregoing, however, such amount shall be reinstated, by means of an additional contribution by the Corporation if and when a valid claim for the forfeited amount is subsequently made by such Participant or Beneficiary or if the Plan Administrator receives proof of death of such person, satisfactory to the Plan Administrator; in such case, payment of the reinstated amount shall be made in accordance with the provisions of this Plan. No such additional contribution shall reduce the Matching Contributions otherwise required. Any benefits lost by reason of applicable state law relating to escheat or abandoned property shall be considered forfeited but shall not be subject to reinstatement.

(9) INCOMPETENCE OF PAYEE:

In the event any benefit is payable to a minor or incompetent, to a person otherwise under legal disability, or to a person who, in the sole judgment of the Plan Administrator is by reason of advanced age, illness, or other physical or mental incapacity incapable of handling the disposition of his property, the Plan Administrator may direct the Trustee to apply the whole, or any part of such benefit, directly to the care, comfort, maintenance, support, education, or use of such person, or pay or distribute the whole or any part of such benefit to (a) the parent of such person, (b) the guardian, committee, or other legal representative, wherever appointed, of such person, (c) the person with whom such person resides, (d) any person having the care and control of such person, or (e) such person personally. The receipt by the person to whom any such payment or distribution is so made shall constitute a full and complete discharge of the rights of affected Participants, former Participants, and Beneficiaries under the Plan.

(10) DEALING WITH THE TRUSTEE:

No person dealing with the Trustee shall be obliged to see to the application of any property paid or delivered to the Trustee or to inquire into the expediency or propriety of any transaction or the Trustee’s authority to consummate the same, except as may specifically be required of such person under ERISA.

(11) RETURN OF CONTRIBUTIONS:

(a) All contributions to the Plan are expressly conditioned on the initial qualification of the Plan under Section 401 of the Code, and if such qualification shall be denied, the

Participants (with respect to After-Tax Contributions) and the Corporation (with respect to all other contributions) shall be entitled to receive a return of contributions made after the effective date of such denial, net of any losses attributable thereto and together with any earnings thereon, as soon as practicable but in any event within one year after the denial of qualification of the Plan.

(b) The Corporation's contributions to the Plan are conditioned upon the deductibility of such contributions under Section 404 of the Code for the taxable year for which made, and the Corporation shall be entitled to receive a return of any contribution, net of any losses attributable thereto, to the extent its deduction is disallowed, within one year after such disallowance.

(c) If a contribution is made to the Plan by the Corporation and/or a Participant by a mistake of fact, the Corporation and/or such Participant shall be entitled to receive a return of such contribution, net of any losses attributable thereto and, in the case of a Participant, together with any earnings thereon, within one year after the making of such contribution.

(12) EXPENSES:

All reasonable expenses of administering the Plan shall be paid from the assets of the Plan in accordance with this Article XVI(12), provided that the provisions of this Article XVI(12) are subject to all applicable provisions of this Plan and of the law. Brokerage commissions and related expenses shall be paid by the Investment Fund for which the expense was incurred. Expenses relating to Plan operation and administration, including the compensation of the Trustees, Investment Managers, and service providers shall be charged to the assets of the Plan in general.

(13) SEPARABILITY:

If any provision of this Plan is found, held, or deemed to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of this Plan shall continue in full force and effect.

(14) PARTICIPANTS' PROTECTED RIGHTS:

In addition to all rights expressly provided under this document, a Participant or Beneficiary shall have such rights as are required to be provided to such person by reason of Code Section 411(d)(6). Any Plan provision in conflict with the preceding sentence shall be void to the extent of such conflict.

(15) CODE SECTION 414(u):

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(b) Loan repayments will be suspended under the Plan as permitted under Code Section 414(u)(4).

(c) Qualified Reservist Distributions. Participants who are ordered or called to active duty may take a Qualified Reservist Distribution from the Plan. A Qualified Reservist Distribution is a distribution of elective deferrals (as adjusted by earnings or losses) made to a Participant who (by reason of being a member of a reserve component as defined in 37 U.S. Code Section 101) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, provided that the distribution is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

(d) Death Benefits for Participants on Active Military Duty. To the extent required by Code section 401(a)(37), the beneficiary of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)) is entitled to any benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant resumed employment with the Corporation and then terminated employment on account of death.

(e) Differential Wage Payments. To the extent required by Code Section 414(u)(12), (i) an individual who is receiving differential wage payments (as defined in Code Section 3401(h)(2)) from the Corporation shall be treated as an employee of the Corporation, and (ii) differential wage payments shall be treated as compensation under the Plan.

(f) Distributions to Participants on Active Military Duty Upon Deemed Severance From Employment. Notwithstanding anything in the Plan to the contrary, to the extent required by Code Section 414(u)(12)(B), an individual is treated as having been severed from employment for the purposes of Code Section 401(k)(2)(B)(i)(I) during any period the individual is performing service in the uniformed services described in Code Section 3401(h)(2)(A). A Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A)) and is treated as having been severed from employment under this paragraph may elect a distribution of elective deferrals and associated earnings. If such a Participant elects to receive a distribution by reason of this section, the Participant may not make elective deferrals or employee contributions during the 6-month period beginning on the date of the distribution.

(16) OFFSETS:

The Plan shall apply any offset described in Code Section 401(a)(13)(C) in the manner described therein.

(17) PLAN ADMINISTRATOR AUTHORITY:

The Plan Administrator shall comply with all requirements of applicable law with respect to Distributions and is authorized to do so in any manner determined by the Plan Administrator in its sole and absolute discretion. Thus, for example, the Plan Administrator is authorized to act in any manner that complies with Treasury Regulation §1.411(a)-11(c)(2) (or any applicable successor provision) and, as provided in Article XIII(4)(b), is authorized to act in any manner that complies with Code Section 417(a)(3)(A) (taking into account Code Section 417(a)(7)) (to the extent applicable under the law).

IN WITNESS WHEREOF, Lockheed Martin Corporation has caused this amended and restated plan document for the Lockheed Martin Corporation Operations Support Savings Plan to be executed on the date set forth below.

LOCKHEED MARTIN CORPORATION

By: /s/ Jean A. Wallace

Jean A. Wallace

Senior Vice President, Human Resources

Date: 12/18/19

**LOCKHEED MARTIN CORPORATION**

**OPERATIONS SUPPORT SAVINGS PLAN**

**APPENDIX 1**

**PARTICIPATING BUSINESS UNITS**

An employee is included in a group of employees designated in this Appendix 1 if he is:

- A salaried Regular Employee of Lockheed Martin Logistics Services, Inc., Greenville (B5705) (Aeronautics Company Business Area), RMS Svcs-LMOS (B6983), Missiles and Fire Control Svcs-MFC-SOFGLSS-LMOS (B8827), and GeoShare LLC (B4445) (Space Systems Company) (effective December 28, 2015), excluding individuals eligible to participate in another plan which includes a cash or deferred arrangement which is maintained by an Employer, and excluding any separate subsidiary which is not specifically listed herein.

- An individual covered by a collective bargaining agreement between the Employer and a collective bargaining agent to the extent that such agreement provides that such individuals shall be covered by the Plan, and excluding any individual eligible to participate in another plan which includes a cash or deferred arrangement which is maintained by an Employer.

**LOCKHEED MARTIN CORPORATION**

**OPERATIONS SUPPORT SAVINGS PLAN**

**APPENDIX 2**

**MERGED PLANS**

*[This Appendix 2 has been omitted pursuant to Item 601(a)(5) of Regulation S-K. Appendix 2 sets forth the name of plans that have been merged with the Plan and the date of the mergers. The Corporation will provide a copy of Appendix 2 upon the request of the Commission or its staff.]*

**LOCKHEED MARTIN CORPORATION**

**OPERATIONS SUPPORT SAVINGS PLAN**

**SCHEDULE A**

*[This Schedule A has been omitted pursuant to Item 601(a)(5) of Regulation S-K. Schedule A contains terms applicable to certain groups of eligible employees under the plan. The Corporation will provide a copy of Schedule A upon the request of the Commission or its staff.]*