

EXHIBIT B

E-SYSTEMS, INC. SALARIED EMPLOYEES RETIREMENT PLAN

This Exhibit B covers the Eligible Employees (as defined in Article I-B of this Exhibit B) who were participants in the E-Systems, Inc. Salaried Employees Retirement Plan immediately before its merger with and into the Raytheon Company Pension Plan for Salaried Employees effective January 1, 2001, and the Eligible Employees who satisfy the eligibility and participation requirements prescribed in Article III-B of this Exhibit B on and after January 1, 2001.

This Exhibit B is applicable only to persons who are both Eligible Employees and Participants on or after January 1, 2001, except as otherwise expressly indicated herein. Former participants in the E-Systems, Inc. Salaried Employees Retirement Plan whose employment terminated before such date shall be entitled to benefits, under this Exhibit B, determined under the provisions of the E-Systems, Inc. Salaried Employees Retirement Plan as it existed on the Severance from Service Date.

ARTICLE I-B

Definitions

Where the following words and phrases appear in this Exhibit B, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

1.1-B Accrued Benefit. The benefit determined under Article IV-B of this Exhibit B, expressed in the form of a monthly benefit commencing at Normal Retirement Date payable as a Five-Year Certain and Life Pension as defined in Section 7.1-B.

1.2-B Actuarial (or Actuarially) Equivalent. Equality in value of the aggregate amounts expected to be received under different manners of payment based on interest rate and mortality assumptions, as such assumptions are defined below unless otherwise specifically provided in this Exhibit B.

(a) Interest rate and mortality assumptions for alternative periodic benefits and for early commencement of a Deferred Vested Pension: The interest rate shall be seven percent (7%) per annum. The mortality rates shall be the average of the male and female rates of the 1971 Group Annuity Mortality Table Projected by Scale D to 1975.

(b) Interest rate and mortality assumptions for single sum payments.

(1) The Actuarial Equivalent lump sum value shall be the amount determined using the following interest rate and mortality assumptions:

(i) The interest rate shall be the "applicable interest rate" prescribed by the Secretary of the Treasury pursuant to Section 417(e)(3) of the Code for the month of October prior to the Plan Year in which falls the date as of which the single sum payment is determined.

(ii) The mortality assumption shall be taken from the "applicable mortality table" prescribed by the Secretary of the Treasury pursuant Section 417(e)(3) of the Code.

(2) Notwithstanding the above, no single sum determined for a Participant as of a date on or after February 1, 1998 shall be less than the present value as of such determination date of the Participant's Accrued Benefit in effect as of September 30, 1997, where such present value is determined using the assumptions specified in subsection (a) above for periodic forms.

1.3-B Average Monthly Compensation.

(a) The Participant's average monthly rate of Compensation determined by dividing the total of the monthly Compensation amounts applicable to him during his "averaging period" (as defined below) by the number of months for which he received Compensation in such period.

A Participant's monthly Compensation amount for each month in any calendar year is his Compensation received during such month, except that for the period prior to August 1, 1997, this amount will be his Compensation received during such year (excluding any incentive compensation deemed received prior to the beginning of the Participant's "averaging period," as defined below) divided by the number of months in the year when the Participant received Compensation. For the period prior to such date, all incentive compensation received in a year will be deemed received in January of such year.

(b) A Participant's averaging period is the sixty (60) consecutive calendar months (or lesser number if the Participant does not have sixty (60) such months) which include the highest monthly amounts of pay during the last one hundred twenty (120) calendar months prior to the Participant's termination of service during which the Participant received Compensation, counting the last calendar month of service.

(c) However, in no event will a Participant's Accrued Benefit be less than the Participant's Accrued Benefit immediately prior to October 1, 1997, calculated without regard to such 120-month limitation and using the method described above for the period prior to August 1, 1997, for determining monthly Compensation.

1.4-B Beneficiary. The person or persons who is or are designated by a Participant in accordance with Section 6.4-B to receive any Benefit under this Exhibit B by reason of his death.

1.5-B Compensation.

(a) As to Compensation Earned Prior to January 1, 1982: The total cash remuneration paid to an Employee for a calendar year by a Participating Employer for personal services, excluding bonuses, overtime pay, commissions paid after July 1, 1970, expense allowances, and all other extraordinary compensation.

(b) As to Compensation Earned On and After January 1, 1982, and Prior to January 1, 1994: The regular base cash remuneration paid to a Participant for a calendar year by a Participating Employer for personal services (excluding commissions paid after July 1, 1970, expense allowances, offsite allowances or other extraordinary compensation) plus overtime pay, shift differential pay and bonuses under the incentive compensation plan paid in such year. Any reduction elections under Section 125 or 401(k) of the Code shall be deemed not made for this purpose. In the event a Participant receives a one-time lump sum payment during a year after December 31, 1988, that is in lieu of a permanent raise in his base remuneration, such one-time payment will be considered part of his Compensation for such year. Only compensation received on and after January 1, 1993, is taken into account for Participants transferred to the Falls Church Operations from Engineering Research Associates, Inc.

(c) As to Compensation Earned on and after January 1, 1994:

(1) The included earnings listed below received by the Participant from a Participating Employer for personal services, but not the excluded earnings listed below.

Included Earnings

Base Salary
Straight Time
Overtime
Double Time
Shift Differential pay
Vacation Advance
Vacation Pay
Accident and Sickness
Payments
(not to exceed 26 weeks),
whether paid directly by an
Affiliated Employer or by an
insurance carrier or other third
party vendor.
Holiday Pay
Sick Pay Used
Paid Personal
Jury Duty Pay
Military Leave Pay
Bereavement Pay
Incentive Compensation under
the programs listed on
Schedule 1 to the main text of
the Plan document
Lump Sum Payment in lieu of a
Merit increase in Base Salary
Special Performance Awards
Sales Commissions
Bonus
First Year Guarantee

Excluded Earnings

QWA - Quarterly Wage Adjustment (hrly.)
Unused Sick Pay
Severance Pay
Allowances Offsite/Expatriate
Completion Awards/Bonus
Tax Equalization Payments
Customer Award Fee Payments
Hiring Bonus

Imputed Income
Restricted Stock Dividend
Milestone Awards
Tuition Refunds
Other Benefit Lump Sum Payments
Flex Plan Cashout Refunds
Relocation Payments

Per Diem Payments
Long-Term Disability Payments

(2) Any Incentive Compensation paid under the programs list in Schedule 1 to the main text of the Plan document by an Affiliated Employer shall also be counted as Compensation. Notwithstanding the preceding sentence, for payments made before January 1, 1999, Incentive Compensation shall include only amounts designated as incentive compensation under the Participating Employer's payroll system. For purposes of this definition and the

definition of Average Monthly Compensation, Incentive Compensation earned by a Participant in 1997 or later that is deferred by the Participant beyond the calendar year immediately following the calendar year when earned, will be deemed received by the Participant when payment would otherwise have been first available, rather than when actually paid.

(3) Any reduction elections under Section 125, Section 401(k) or, for years beginning after 1997, Section 132(f)(4) of the Code shall be deemed not made for this purpose.

(4) In no event will the above January 1, 1994, change in the definition of Compensation decrease any Participant's Accrued Benefit below the amount of such Participant's Accrued Benefit as of July 27, 1994 (the date this change was adopted).

(5) Only compensation received on and after January 1, 1995, is taken into account for Participants transferred to the Falls Church Operations from Advanced Power Technologies, Inc.

1.6-B Disability. A physical or mental condition which, in the judgment of the Plan Administrator, totally and presumably permanently prevents the Participant from engaging in any substantial gainful employment. A determination of Disability shall be made in accordance with Article V-B hereof.

1.7-B Eligible Employee. A Salaried Employee who is eligible for coverage under this Exhibit B in accordance with Article III-B. Any Salaried Employee of an Affiliated Employer other than Raytheon Aircraft Company and Raytheon Aerospace who was an Eligible Employee under the Previous Plan before January 1, 2001 shall remain an Eligible Employee throughout his employment as a Salaried Employee with any Affiliated Employer other than Raytheon Aircraft Company and Raytheon Aerospace.

1.8-B Employment Commencement Date. The date on which the Participant first performs an Hour of Service.

1.9-B Leave of Absence. Any absence authorized by a Participating Employer under the Participating Employer's standard personnel practices, provided that all persons under similar circumstances must be treated alike in the granting of such Leaves of Absence.

1.10-B Normal Retirement Age. A Participant shall attain his Normal Retirement Age on the later of (1) his sixty-fifth (65th) birthday and (2) the earlier of (i) the fifth (5th) anniversary of the commencement of the earliest period of his participation in this Plan or Previous Plan which has not been interrupted by a Period of Severance of at least five years which equaled or exceeded his Vesting Service before such Period of Severance and (ii) the date he completes five years of Vesting Service. Notwithstanding the preceding provisions of this Section, a pilot who first became a Participant in the Previous Plan, before October 1, 1997, shall attain his Normal Retirement Age on his sixtieth (60th) birthday.

1.11-B Normal Retirement Date. For any Participant, the first day of the month coinciding with or next following the date he reaches Normal Retirement Age.

1.12-B Pension. A series of monthly amounts which are payable to a person who is entitled to receive benefits under in this Exhibit B.

1.13-B Period of Service. The period of time beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the Employee's Severance from Service Date.

1.14-B Period of Severance. The period of time beginning on an Employee's Severance from Service Date and ending on the Employee's Reemployment Commencement Date. However, if the Employee was absent from employment at the Severance from Service Date (i) by reason of the Employee's pregnancy, (ii) by reason of the birth of a child to the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement, the Period of Severance is the period beginning on the second anniversary of such absence and ending on the Employee's Reemployment Commencement Date.

1.15-B Previous Plan.

(a) Pre 1-1-2001 Plan: E-Systems, Inc. Salaried Employees Retirement Plan, as amended and in full force and effect on December 31, 2000.

(b) Pre 1-1-1998 Plan: E-Systems, Inc. Salaried Employees Retirement Plan, as amended and in full force and effect on December 31, 1997.

(c) Pre 1-1-1989 Plan: E-Systems, Inc. Salaried Employee Retirement Plan, as amended and in full force and effect on December 31, 1988.

(d) Pre 9-1-1979 Plan: E-Systems, Inc. Salaried Retirement Plan (As Restated Effective January 1, 1976), as amended and in full force and effect on August 31, 1979.

(e) Pre 1-1-1976 Plan: Retirement Plan for Salaried Employees of E-Systems, Inc. and Its Affiliates (As Restated Effective September 1, 1972), as amended and in full force and effect on December 31, 1975.

(f) Pre 1-1-1969 Plan: The multiple-employer pension plan established effective as of January 1, 1962, entitled Retirement Plan for Employees of Ling-Temco-Vought, Inc. and Its Affiliates, as amended and in full force and effect on December 31, 1968.

(g) The Retirement Plan for Protective Services Group Employees of Greenville Division (Majors Facility) of E-Systems as in effect on December 31, 1975.

(h) The ECI Division Salaried Retirement Plan as in effect on December 31, 1977.

(i) The Retirement Plan for Employees of the Melpar Division of E-Systems, Inc., as in effect on December 31, 1979.

Any reference in this Plan to "Previous Plan" shall, as to any particular Participant, be a reference to the particular Previous Plan under which he was previously covered at the applicable time.

1.16-B Primary Social Security Benefit. The Social Security benefit (which, for all purposes of this Exhibit B, shall include the delayed retirement credits to which the Participant is entitled, or would be entitled if the Participant had not yet commenced the Participant's Social Security benefit) to which the Participant is, or would be upon filing an application, entitled at the later of his Normal Retirement Date and Severance from Service Date.

The Administrator may, to determine such amounts, use wage estimates for the Employee's pre-hire period where actual wage history is not furnished by Employee. Any such wage estimates shall be made by applying a salary scale, projected backwards, to the Employee's Compensation at his date of hire. Such salary scale shall be six percent (6%). Notice shall be duly given to each Employee (with his summary plan description and at his separation from service) explaining the use of such estimates and informing the Employee that he can obtain his actual wage history from the Social Security Administration. If any Employee shall furnish actual wage history in writing to the Administrator no later than six months after his separation or, if later, after he is informed of his plan benefits, the Administrator shall determine his Primary Social Security Benefit on the basis of such actual wage history.

Any pilot with an age 60 Normal Retirement Age will be deemed to have, for purposes of this Plan, a Social Security benefit at such Normal Retirement Age, or at any date thereafter prior to the earliest date he would be eligible to receive his Social Security benefit, equal to his Social Security benefit at such earliest date, actuarially reduced to such Normal Retirement Age or to such date thereafter, using the Actuarial Equivalent assumptions for alternate periodic benefits as set forth in this Exhibit B's definition of Actuarial Equivalent.

1.17-B Projected Primary Social Security Benefit. Subject to the use of wage estimates described in the second paragraph of the definition of Primary Social Security Benefit above, the Social Security benefit to which a Participant would be entitled at his Normal Retirement Date (or deemed to be entitled as to a pilot with an age 60 Normal Retirement Age) had he continued to receive wages in covered employment until such date, at a rate equal to such wages as he was receiving just before termination of employment.

1.18-B Reemployment Commencement Date. The first date on which an Employee performs an Hour of Service following a Period of Severance excluded under Article II-B in determining whether the Employee has a nonforfeitable right to an Accrued Benefit under this Exhibit B.

1.19-B Retiree. A former Participant who commenced receiving Pension payments on the first day of the month coincident with or next following the date of termination of employment or when first eligible for Disability Pension payments (not a Deferred Vested Pension).

1.20-B Retirement. Normal, Late, Optional Early, Early or Disability Retirement. Retirement shall be considered as commencing on the day immediately following an Participant's last day of employment (or authorized Leave of Absence, if later).

1.21-B Service. A period or periods of employment of an Employee by a Participating Employer used in determining eligibility or the amount of benefits under this Exhibit B.

1.22-B Severance from Service Date.

(a) The earlier of (i) the date on which an Employee quits, retires, is discharged, or dies; and (ii) except as provided in (b), (c) and (d) of this definition, the first anniversary of the first date of a period during which an Employee is absent for any reason other than quit, retirement, discharge, or death.

(b) There is no Severance from Service Date during a period of Military Service.

(c) If the Employee is terminated by reason of Disability (as defined in Article V-B), the Severance from Service Date is the date of that termination.

(d) If the Employee is discharged or quits (i) by reason of the Employee's pregnancy, (ii) by reason of the birth of a child to the Employee, (iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement, Severance from Service Date shall mean the first anniversary of the quit or discharge.

(e) There is no Severance from Service Date during employment with Standard Missile Company (or resulting from a transfer of employment to Standard Missile Company).

ARTICLE II-B

Vesting and Benefit Credit

2.1-B Vesting. A Participant shall have a nonforfeitable right to an Accrued Benefit under this Exhibit B upon the earlier of (a) and (b):

- (a) Completion of at least five years of Vesting Service, and
- (b) The date he attains his Normal Retirement Age.

2.2-B Vesting Service and Break in Service Rules. The Vesting Service for purposes of Section 2.1-B is the total length of all Periods of Service, except that in the case of a Participant who is reemployed by an Affiliated Employer after a Severance from Service Date, the Plan shall exclude:

- (a) any Period of Service ending before 1985 and lost and not restored under the provisions of the Previous Plan in effect as of the Severance from Service Date ending that Period of Service;

- (b) if the Participant was not vested at the beginning of a Period of Severance commencing on or after January 1, 1985, and lasting five or more years, any Period of Service prior to such Period of Severance if the Participant's Period of Severance equals or exceeds the Participant's prior Period of Service;

- (c) all Periods of Severance, except that the Period of Severance will be included as a Period of Service in the event a Participant returns from a quit, discharge or retirement within twelve months from either (i) the date of the quit, discharge or retirement, or (ii) if the Participant was absent from employment for reasons such as layoff or Leave of Absence on the day of the quit, discharge, or retirement, the first day of such absence.

2.3-B Benefit Accrual Service.

- (a) Benefit Accrual Service is the period of employment used in determining the Accrued Benefit under this Exhibit B. A Participant's total Benefit Accrual Service on or after January 1, 1976 shall be the total Service as calculated under Section 2.2-B, beginning with his first year of Eligibility Service, as defined in Section 3.2-B, but counting only such service as an Eligible Employee.

- (b) For any Participant, Benefit Accrual Service up to January 1, 1976, shall consist of that period of continuous, uninterrupted employment with a Participating Employer or any Affiliated Employer or with any predecessor business of a Participating Employer conducted as a corporation, partnership, or proprietorship from the Participant's last date of employment to the earlier of (i) his date of Retirement or termination of Service and (ii) December 31, 1975. Such

service shall be determined in accordance with the provisions of the Pre 1-1-76 Plan, including rules which relate to required minimum hours or other length of Service.

(c) Notwithstanding the above, if any Employee who commenced employment with the Participating Employer prior to January 1, 1988, and who has completed an Hour of Service on or after January 1, 1988, and who has been excluded from participating because his date of hire was after attainment of age sixty (60) becomes a Participant because such exclusion is no longer allowed, then he will receive Benefit Accrual Service credit for the period beginning on the date when he became an Eligible Employee. If, however, a Participant who has completed an Hour of Service on or after January 1, 1988, had ceased to accrue Benefit Accrual Service credit for periods of employment after he reached his Normal Retirement Date, he shall have included in his Benefit Accrual Service credit the Benefit Accrual Service (determined in accordance with this Section) which he would have earned but for the cessation of Benefit Accrual Service accrual after attainment of his Normal Retirement Date.

2.4-B Loss of Service. Any Participant who received a lump sum cash out of his Accrued Benefit under this Plan or Previous Plan will lose all Benefit Accrual Service used in the determination of such Accrued Benefit.

2.5-B Special Service Credit and Cessation thereof in Connection with Certain Business Acquisitions and Divestitures and Employee Transfers. For purposes of this Section 2.5-B, the term "Vesting Service" means total Service as calculated under Section 2.2-B, and the term "Benefit Accrual Service" means total Benefit Accrual Service as determined under Section 2.3-B. Notwithstanding other provisions in this Article, the following special service crediting rules shall apply in the situations described below.

(a) **Fluid Controls BW/IP International:** Employees who became Eligible Employees as of October 31, 1994 in connection with the acquisition of the Fluid Control Division business from BW/IP International, Inc., shall receive credit for their pre-acquisition service with such business for Plan eligibility and vesting purposes (but not for benefit accrual purposes).

(b) **Transfers From Certain Defined Contribution Plans:** This Exhibit B shall recognize pre-acquisition service credit with an acquired business for Plan eligibility and vesting purposes (but not for benefit accrual purposes) for any Employee who transfers to an employment classification covered by this Exhibit B from an employment classification not covered by this Exhibit B but covered by a qualified defined contribution plan sponsored by Raytheon that either recognized such pre-acquisition service credit for Vesting Service purposes or provided for full vesting regardless of service.

(c) **Raytheon Aircraft Montek Company (Previously Montek Division):** Hourly Employees of the Raytheon Aircraft Montek Company who became Participants of the Pre 1-1-1976 Plan as of January 1, 1975, shall receive full Vesting Service and Benefit Accrual Service credit for their prior service. Accrual of Hours of Service including Vesting Service and Benefit Accrual Service, by Employees of Raytheon Aircraft Montek Company shall cease as of December 31, 1998. All Employees of Raytheon Aircraft Montek Company who are accruing Benefit Accrual Service with such company as of the Closing Date shall be deemed to have a

nonforfeitable right to their accrued benefit as of the Closing Date, and, for purposes of Section 4.3-B(c) (Optional Early Retirement) and 4.4-B(b) (Early Retirement) shall be treated in the same manner as though they had been terminated on account of layoff.

(d) North Hollywood: Employees at North Hollywood who were formerly with Air Asia Company Limited and who became Participants of the Pre 1-1-1976 Plan as of February 1, 1975, shall receive Vesting Service credit for their prior service, but shall not receive Benefit Accrual Service credit for their employment prior to participation in the Pre 1-1-1976 Plan.

(e) Advanced Technology Center, Inc.: Employees who transferred from Advanced Technology Center, Inc. to E-Systems Inc. shall receive Vesting Service and Benefit Accrual Service credit for their prior service: excluding such service, however, for Employees who have a deferred vested pension benefit in a plan which Advanced Technology Center, Inc., is a participating employer.

(f) Serv-Air Inc.: Corporate Office Employees of Serv-Air Inc., who became Participants of the Pre 9-1-1979 Plan as of September 1, 1978, shall receive Vesting Service credit for their last period of continuous uninterrupted employment from their latest date of employment up to September 1, 1978. For periods on and after September 1, 1978, Vesting Service credit for such Employees shall be determined under the provisions of Section 2.2-B. Such Employees shall also receive Benefit Accrual Service credit for such employment prior to September 1, 1978, if such employment was immediately preceded by prior participation in the Pre 9-1-1979 Plan, such Service credit to be determined under the provisions of Section 2.3-B.

(g) Engineering Research Associates, Inc.: Employment with Engineering Research Associates, Inc. (ERA), beginning January 1, 1996, the date ERA became an affiliated employer under the E-Systems Salaried Employees Retirement Plan shall be taken into account in determining Benefit Accrual Service. Employment with ERA before that date shall be taken into account for determining Vesting Service in this Exhibit B and for determining when a Participant moves from the 1.2% part of the benefit formula under Section 4.1-B(b)(2)(A) to the 1.6% part of such formula.

(h) Advanced Power Technologies, Inc.: Employment with Advanced Power Technologies, Inc. (APTI), beginning January 1, 1996, the date APTI became an affiliated employer under the E-Systems Salaried Employees Retirement Plan shall be taken into account in determining Benefit Accrual Service. Employment with APTI before that date shall be taken into account for determining Vesting Service in this Exhibit B and for determining when a Participant moves from the 1.2% part of the benefit formula under Section 4.1-B(b)(2)(A) to the 1.6% part of such formula.

(i) Raytheon Company: On May 8, 1995, (the date of Raytheon's acquisition of E-Systems, Inc.) certain prior service credit shall be given hereunder to any Employee who immediately prior to such date was:

(1) in the employment of Raytheon or one of its Affiliated Employers ("Raytheon employment"), or

(2) in the employment of E-Systems, Inc. or one of its affiliated employers ("E-Systems employment"),

and who, prior to such date either terminated his E-Systems employment or Raytheon employment and entered the other employment within one month of his termination, or was laid off from his E-Systems employment or Raytheon employment and entered the other employment before his vesting service credit stopped under any plan counting such service in connection with his first period of employment or if later, within one month of his layoff.

Such prior Raytheon employment of such an Employee will be taken into account for purposes of determining the Employee's eligibility, and Vesting Service credit under this Exhibit B. If the Employee has Raytheon employment following E-Systems employment, as described above, the Employee's Raytheon employment will also be taken into account for purposes of preventing a break in Vesting Service as to the Employee's prior E-Systems employment. Such prior service credit shall be determined under (i) the defined benefit plan (qualified under Section 401(a) of the Code) that the Employee was covered under during such Raytheon employment, or (ii) if not so covered by such a plan, the defined contribution plan (qualified under Section 401(a) of the Code) that the Employee was covered under during such Raytheon employment, or (iii) if not covered under either such plan, this Exhibit B as though such Raytheon employment was with a Participating Employer hereunder.

(j) Prior Benefit Service with Other Specific Employers: Certain prior Benefit Accrual Service credit shall, as provided below, be granted for prior service with the following predecessor employers:

- The LTV Corporation
- LTV Aerospace Corporation
- Altec Corporation (formerly LTV Ling Altec, Inc.)
- Continental Electronic Systems, Inc.
- Continental Electronic Manufacturing Co.
- Kentron Hawaii, Ltd.
- Service Technology Corporation

Any Participant whose employment terminates on or after December 1, 1984, or whose Normal, Late, Early, or Optional Early Pension commences on or after such date due to retirement after November 1, 1984, who became employed by E-Systems, Inc. hereunder prior to January 1, 1976, and within thirty (30) days after having ceased employment, or losing recall rights with any of the above predecessor employers shall receive Benefit Accrual Service credit hereunder for employment with such predecessor employer(s). Such Benefit Accrual Service credit shall be determined in accordance with the paragraph in Section 2.3-B hereof which sets forth the rules for determining Benefit Accrual Service credit up to January 1, 1976. Any Pension hereunder calculated on the basis of such prior Benefit Accrual Service credit shall be reduced by the pension benefit applicable to such Employee under such predecessor employer's (or employers') pension plan, if any. For purposes of this reduction, all such pension benefit amounts shall be stated in terms of a sixty (60) month certain and life form of payment.

(k) Standard Missile Company: Effective as of August 1, 1995, Participants who are transferred to the Standard Missile Company (a joint venture of Raytheon and Hughes Aircraft Company) will continue to receive credit under this Exhibit B for Vesting Service, as defined in Section 2.2-B, and Benefit Accrual Service, as defined in Section 2.3-B, performed while employed by Standard Missile Company. Compensation, as defined in Section 1.4-B, earned from Standard Missile Company subsequent to the transfer shall be considered as Compensation earned while employed by a Participating Employer. If the Participant incurs a Severance from Service Date, as defined in Section 1.23-B, while employed at Standard Missile Company, such Severance from Service Date shall be deemed a Severance from Service Date under this Plan.

(l) Thales-Raytheon Systems Company LLC: This subsection (l) describes special rules that apply to any Participants (and any Eligible Employees who have not satisfied the eligibility requirements prescribed in Section 3.2-B) who transfer employment directly to Thales-Raytheon Systems Company LLC ("TRSC") effective on or after June 1, 2001 ("TRSC Transferee").

(1) Until incurring a Severance from Service Date, any TRSC Transferee shall receive credit for service with TRSC as if TRSC were a Participating Employer for purposes of determining Hours of Service, Period of Service, Vesting Service and Benefit Accrual Service.

(2) For purposes of determining a Severance from Service Date under this Exhibit B, any quit, discharge, layoff (other than a temporary layoff), death or retirement from TRSC shall be deemed a Severance from Service Date under this Exhibit B. Notwithstanding the preceding sentence, if a TRSC Transferee is immediately reemployed by an Affiliated Employer following a quit, discharge, layoff or retirement from TRSC, the TRSC Transferee shall not be treated as having experienced a Severance from Service Date.

(3) For purposes of determining Compensation and Average Monthly Compensation under this Exhibit B:

(A) amounts paid by a Participating Employer, if any, to a TRSC Transferee after transfer to TRSC that would otherwise be treated as Compensation but for the transfer, will be included in Compensation under this Exhibit B; and

(B) amounts paid to a TRSC Transferee by TRSC prior to a Severance from Service Date from TRSC will be treated as if paid by a Participating Employer under this Exhibit B.

(4) Notwithstanding any other provision in this subsection (l) to the contrary, when a TRSC Transferee elects to commence benefits under this Exhibit B, the special service and compensation crediting provisions provided in this subsection (l) will no longer apply. Such TRSC Transferee will not accrue any additional benefits under this Exhibit B with respect to his or her service with TRSC after his Annuity Starting Date.

ARTICLE III-B

Eligibility and Participation

3.1-B Eligible Employee.

(a) An Eligible Employee is any Salaried Employee who (i) has performed his first Hour of Service as a Salaried Employee before January 1, 1999, (ii) is not represented by a collective bargaining unit unless the collective bargaining agreement provides for contributions to this Exhibit B, and (iii) is not a foreign national employed outside the United States hired on or after December 2, 1964, and who, on or after January 1, 1998 and before December 31, 2001, was employed in any of the following categories:

- (1) A Salaried Employee in the Raytheon E-Systems, Inc. - Corporate offices.
- (2) A Salaried Employee in the Raytheon E-Systems, Inc. - Greenville Operations.
- (3) A Salaried Employee in the Raytheon E-Systems, Inc. - Garland Operations, including Employees covered by the Global Command and Control Systems (GCCS) contract if in salary grade 28 or above.
- (4) A Salaried Employee in the Raytheon E-Systems, Inc. - St. Petersburg Operations.
- (5) A Salaried or hourly Employee in the Raytheon E-Systems, Inc. - Falls Church Operations (which includes the prior Melpar Division and Employees transferred from Engineering Research Associates, Inc. and Advanced Power Technologies, Inc.; however, such transferred Employees became Eligible Employees hereunder on January 1, 1996.)
- (6) A Salaried Employee at Serv-Air, Inc. who transferred to Serv-Air, Inc. from a position covered by a Previous Plan or who is employed at (i) Serv-Air, Inc.'s general office location at Greenville, Texas or (ii) any field location where Serv-Air, Inc.'s annual program value is Two Million Dollars (\$2,000,000) or more and who is employed in the top management position at that location or salaried grade 29 or above prior to September 27, 1997, and grade 30 or above on or after such date, except that any such Employee in grade 29 immediately prior to such date will remain an Eligible Employee while he is in grade 29 or above at that location. For purposes of this paragraph, any Employee who is an Eligible Employee at such a field location will not cease to be an Eligible Employee at that location merely because the annual program value under a contract is renewed at a level below Two Million Dollars (\$2,000,000), or (iii) any Serv-Air, Inc. Information Systems Group field location on or after March 8, 1996.
- (7) For periods of employment before July 1, 2002, an Employee with Raytheon Aerospace Company, but only if the Employee was an Employee with Serv-Air, Inc.

covered under a Previous Plan on December 29, 1995, whose employment was transferred from Serv-Air, Inc. to Raytheon Aerospace on or after December 30, 1995. Effective July 1, 2002, all Employees described in the preceding sentence in this subsection (7) shall no longer be eligible to participate in this Exhibit B and shall no longer be Eligible Employees under this Section 3.1-B. As of that date, such Employees shall be eligible to participate in the Raytheon Aircraft Company Retirement Income Plan for Salaried Employees to the extent they satisfy the eligibility requirements for participating in such plan.

(8) A Salaried or hourly Employee with the Raytheon Aircraft Montek Company (previously the Montek Division).

(b) However, no person employed by an organizational unit created after June 30, 1970, shall become an Eligible Employee unless such organizational unit is brought into the Plan by action of the Board, and no person who becomes an Employee of any Participating Employer hereunder through a business acquisition or who fills an employment position created in connection with such business acquisition shall become an Eligible Employee unless so provided by action of the Board, except that "Eligible Employee" shall include any person who became an Employee of a Participating Employer hereunder in connection with (or fills a position created in connection with): (i) the Fluid Controls Division acquisition from BW/IP International, Inc. or (ii) the Advanced Video Products acquisition.

(c) Notwithstanding any other provisions of this Exhibit B to the contrary, Eligible Employees will not include any person who is not expressly designated as an employee on the books and records of an Affiliated Employer and who is not treated as such by the Affiliated Employer for federal employment tax purposes, regardless of whether such person is subsequently determined by any party to be a common law employee of the Affiliated Employer. Any person who, after the close of a Plan Year, is retroactively treated by the Affiliated Employer as an employee for such prior Plan Year shall not, for purposes of this Exhibit B, be considered an Eligible Employee for such prior Plan Year unless expressly so treated by the Affiliated Employer.

3.2-B Commencement of Participation.

(a) Salaried Employees who were Participants in the Previous Plan on December 31, 2000, or Salaried Employees who would have become Participants on January 1, 2001 shall automatically become Participants in this Exhibit B as of January 1, 2001 if they are Eligible Employees. Each Eligible Employee who does not become a Participant in this Exhibit B in accordance with the preceding sentence shall become a Participant in this Exhibit B on the first day of the month as of which he:

- (1) has attained his twenty-first (21st) birthday; and
- (2) has completed one (1) year of Eligibility Service.

(b) For purposes of this Section, a year of Eligibility Service shall be earned as of the date the Employee completes one thousand (1,000) Hours of Service if such one thousand

(1,000) Hours of Service are completed either during the twelve (12) month period beginning with the Employee's Employment Commencement Date, or during any calendar year following his Employment Commencement Date.

(c) A Participant who has a Period of Severance will cease to be a Participant in this Exhibit B, but will again become a Participant in this Exhibit B on the date as of which he completes his first Hour of Service as an Eligible Employee following such Period of Severance.

ARTICLE IV-B

Normal, Late, Optional Early, Early and Deferred Vested Pensions

4.1-B Normal Pension.

(a) A Participant shall be eligible for a Normal Pension if his employment is terminated from all Affiliated Employers on or after the date he reaches Normal Retirement Age, and on or before his Normal Retirement Date. Payment of a Normal Pension, in the form of payment determined under Article VII-B, shall commence as of the Employee's Normal Retirement Date.

(b) The monthly Normal Pension (stated as in a 60-month certain and life form of payment) is as follows:

(1) Pre-1991 Pension: The monthly pension at his Normal Retirement Date to a Participant, if the pension payments commenced under the Previous Plan before January 1, 1991, is the greater of the following:

(A) The difference of:

(I) One and one-half percent (1.5%) of his Average Monthly Compensation multiplied by the number of his years of Benefit Accrual Service, less

(II) One-half of one percent (0.5%) of his monthly amount of Primary Social Security Benefit, multiplied by the number of his years of Benefit Accrual Service, or

(B) Twelve Dollars (\$12.00) multiplied by the number of his years of Benefit Accrual Service.

(2) Post-1990 Pension: A Participant who meets the requirements for a Normal Pension that commenced under the Previous Plan after December 31, 1990, or that commences under this Exhibit B, has a monthly pension equal to the greatest of the following:

(A) The sum of:

(I) 1.2% of his Average Monthly Compensation multiplied by the number of his years of Benefit Accrual Service (but not in excess of ten years of Benefit Accrual Service); plus

(II) 1.6% of his Average Monthly Compensation multiplied by the number of his years of Benefit Accrual Service in excess of ten years,

(B) The sum of:

(I) The amount calculated for such Participant under Section 4.1-B(b)(1) based upon his Average Monthly Compensation, Benefit Accrual Service and Projected Primary Social Security Benefit as of December 31, 1990; plus

(II) The amount calculated for such Participant under Section 4.1-B(b)(2)(A) based upon his Benefit Accrual Service earned after December 31, 1990, (but counting all Benefit Accrual Service to determine whether subsection (I) or (II) applies in Section 4.1-B(b)(2)(A)),

(C) Twelve Dollars (\$12.00) multiplied by the number of years of Benefit Accrual Service,

(D) If such Participant had attained age 50 on or before December 31, 1990, the amount calculated under Section 4.1-B(b)(1) using Benefit Accrual Service and Compensation credited under this Exhibit B as of his Severance from Service Date,

(E) If such Participant had Compensation in 1993 or any prior year that exceeded One Hundred Fifty Thousand Dollars, the sum of:

(I) The amount calculated for such Participant under Section 4.1-B(b)(2)(A) or (B) above, whichever is greater, based on his Average Monthly Compensation, Benefit Accrual Service and Projected Primary Social Security Benefit as of December 31, 1993, and using Section 401(a)(17) of the Code compensation limits in effect as to benefit accruals prior to January 1, 1994; plus

(II) The amount calculated for such Participant under Section 4.1-B(b)(2)(A), based on his Benefit Accrual Service earned after December 31, 1993, (but counting all Benefit Accrual Service to determine whether subsection (I) or (II) applies in Section 4.1-B(b)(2)(A)), and based on Average Monthly Compensation determined using Section 401(a)(17) of the Code compensation limits in effect as to benefit accruals on and after January 1, 1994,

(F) If such Participant had compensation in 1993 or any prior year that exceeded One Hundred Fifty Thousand Dollars, and if such Participant had attained age 50 on or before December 31, 1990, the sum of:

(I) The amount calculated for such Participant under Section 4.1-B(b)(1) based upon his Average Monthly Compensation, Benefit Accrual Service and Projected Primary Social Security Benefit as of December 31, 1993, and using the Section 401(a)(17) of the Code compensation limits in effect as to benefit accruals prior to January 1, 1994; plus

(II) The amount calculated for such Participant under Section 4.1-B(b)(1) based on his Benefit Accrual Service earned after December 31, 1993, and his Average Monthly Compensation and Primary Social Security Benefit as of the date of his termination of employment, and using Section 401(a)(17) of the Code compensation limits in effect as to benefit accruals on and after January 1, 1994, or

(G) The greatest amount of immediately payable Optional Early or Early Pension the Participant could have received upon retirement prior to Normal Retirement Date.

4.2-B Late Pension.

(a) An Employee who meets the requirements for a Normal Pension, except that he continues in employment with any Affiliated Employer beyond his Normal Retirement Date, shall be given the notice of delay in payment described in Section 4.5(i) and shall be entitled to a Late Pension. Payment of a Late Pension, in the form of payment determined under Article VII-B, shall commence as of the first day of the month next following the Employee's last day of employment, subject to (b)(1) below.

(b) An Employee's Late Pension shall be a monthly amount computed in the same manner as a Normal Pension, as of the date of commencement, subject to (2) below.

(1) Special Rules as to Payment Commencement:

(A) A Participant whose benefits were not being paid as of March 31, 1997, but who attained age 70½ before January 1, 2000 shall be allowed, and a Participant who is a five percent owner (as defined in Section 416 of the Code) shall be required, to begin payment of his Late Pension on the April 1 following the calendar year in which the Participant attains age 70½ even though his employment has not terminated.

(B) Any Participant who is receiving an in-service Pension that commenced prior to April 1, 1997, due to the age 70½ requirements, will continue to receive payments in accordance with the payment form then in effect.

(C) In no event shall payment of the Late Pension of an Employee whose employment decreases in any month after Normal Retirement Age to under forty (40) hours of service (as defined in DOL Reg. 2530.200b-2(a)(1) and (2)), be delayed beyond such month (as provided in Section 12.2-B).

(D) Notwithstanding any other provision herein to the contrary, all distributions under this Exhibit B shall comply with the incidental death benefit requirement of Section 401(a)(9)(G) of the Code and shall comply with the regulations under Section 401(a)(9) of the Code, including Regulations Section 1.401(a)(9)-2.

(2) Special Rules as to Pension Amount:

(A) As long as a Participant who is a five percent owner (as defined in Section 416 of the Code) accrues additional benefits after the required commencement of his benefit, such benefit shall be recalculated as of the first day of each succeeding calendar year and as of the date of his Retirement to reflect such additional accrual up to the date of such recalculation, but such recalculated benefit shall be offset by the Actuarial Equivalent of the in-service benefits the Participant has received under this Exhibit B.

(B) An Employee whose Pension commences in-service due to the decrease in the Employee's employment in any month after Normal Retirement Age, as described above, will continue to be subject to additional benefit accrual for any such month if otherwise applicable under this Exhibit B.

(C) As to any Participant under (B) above and any Participant (not a five percent owner) who receives an in-service Pension that commenced on April 1, 1997, or later and who accrues additional benefits hereunder, his benefit shall be recalculated only upon his subsequent retirement to reflect such additional accrual, but such recalculated benefit shall be offset by the Actuarial Equivalent of the in-service benefits the Participant has received under this Exhibit B or a Previous Plan prior thereto.

(D) In no event shall any such recalculated benefit be less than the benefit the Participant was receiving immediately prior to such recalculation. All such additional accruals will be in the same form as applicable at Pension commencement.

(E) Any Participant whose Pension does not commence in-service and who retires after April 1st of the calendar year following the calendar year in which he attained age 70½ shall receive upon retirement a Late Pension not less than the Pension applicable to the Participant, as of such April 1st, increased on an Actuarially Equivalent basis (using the assumptions in Section 1.2-B(a) for a Nondecreasing Annuity) to take into account the period after such date when the Participant was not receiving payment of his Pension.

(F) As to any Participant whose in-service Pension commenced prior to April 1, 1997, his Pension shall be subject to annual recalculation in the manner described above for five percent owners, until such time as an amendment is adopted that discontinues such annual recalculations.

(G) Any Participant who dies while receiving an in-service Pension will have a final recalculation of his Pension made as described above for purposes of determining the amount of any death benefit payable under the form of payment he was receiving at the time of his death.

(H) If a pilot retires after his Normal Retirement Date, the pilot shall receive in lieu of the Pension otherwise payable hereunder a Pension determined as of the Pilots' Normal Retirement Date increased actuarially from his Pilots' Normal Retirement Date to his

actual retirement date, calculated pursuant to the actuarial equivalent assumptions set out in Section 1.2-B(a).

4.3-B Optional Early Pension.

(a) An Employee whose employment is terminated from all Affiliated Employers after his 60th birthday, or who is laid off after his 57th birthday, shall be eligible for an Optional Early Pension with payments commencing between ages 60 and 65, provided that either:

(1) he has completed 10 years of Vesting Service by his Annuity Starting Date, or

(2) his employment commenced before June 26, 1991.

(b) Payment of an Optional Early Pension, in the amount determined under Section 4.1-B as modified to reflect the Employee's selection of form of payment under Article VIII-B, shall commence as of the first day of the month coinciding with or next following the date of termination or as of the first of any subsequent month before the Employee's Normal Retirement Date as elected in advance by the Employee; otherwise, commencement will be at the Employee's Normal Retirement Date.

(c) An Employee's Optional Early Pension shall be equal to his Accrued Benefit which shall be computed in the same manner as a Normal Pension, considering his Benefit Accrual Service, and Average Monthly Compensation at actual Retirement, but using his Projected Social Security Benefit instead of his Primary Social Security Benefit.

4.4-B Early Pension.

(a) An Employee not eligible for an Optional Early Pension shall be eligible for an Early Pension if his employment is terminated from all Affiliated Employers before his Normal Retirement Date, provided that:

(1) his employment terminated on or after his fifty-fifth (55th) birthday, provided he has completed ten (10) or more years of Vesting Service, or

(2) his employment terminated on account of layoff because of lack of work after his fifty-second (52nd) birthday, and he has reached age fifty-five (55) and completed at least ten (10) years of Vesting Service.

(b) Payment of an Early Pension, in the form of payment determined under Article VII-B, shall commence on his Normal Retirement Date, or if the Employee requests in advance, as of the first day of any subsequent month which precedes his Normal Retirement Date, but reduced as provided in subsection (c) below.

(c) An Employee's Early Pension shall be equal to his Accrued Benefit, which shall be computed in the same manner as a Normal Pension, considering his Benefit Accrual Service, and Average Monthly Compensation at actual Retirement, but using his Projected Social

Security Benefit instead of his Primary Social Security Benefit. However, the amount determined under the above provisions shall be reduced in accordance with the schedule set forth below, based on the age of the Employee at commencement, if payment of an Early Pension commences prior to his age 60.

Age Prior to Normal Retirement Date	Percent of Accrued Benefit
60	100%
59	99%
58	96%
57	91%
56	84%
55	75%

For fractional years between those shown above, the percentage will be interpolated by the Administrator. Also, prior to February 1, 1998, 100% applied at age 59½, and any Early Pension commencing on or after February 1, 1998, between age 59½ and age 60 for any Employee on January 31, 1998, shall not be less than the 100% Early Pension applicable to the Employee on January 31, 1998.

4.5-B Deferred Vested Pension.

(a) A former Participant shall be eligible for a Deferred Vested Pension if, prior to eligibility for an Early, Optional Early, or Normal Pension, his employment is terminated from all Affiliated Employers after the completion of five or more years of Vesting Service as defined in Section 2.2-B.

(b) Any Participant who was an Eligible Employee of Serv-Air, Inc. on December 31, 1992, but was no longer an Eligible Employee on January 1, 1993 (due solely to the change made by Amendment 1 to the Pre 1-1-98 Plan) shall be eligible for a Deferred Vested Pension regardless of his years of Vesting Service credit. Such a former Participant shall be eligible for Optional Early Retirement under Section 4.3-B, or Early Retirement under Section 4.4-B, only if he had met the age and service requirements of the applicable section by December 31, 1992.

(c) Any Participant who was an Eligible Employee of Advanced Power Technologies, Inc. at the time of the sale of that company but ceased to be an Eligible Employee due to said sale, shall be entitled to a Deferred Vested Pension regardless of his years of Vesting Service credit.

(d) Payment of a Deferred Vested Pension, in the form of payment determined under Article VII-B, shall commence as of the terminated Participant's Normal Retirement Date if he is then living to receive it. If the Participant requests in advance the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his fifty-fifth (55th) birthday, or as of the first day of any subsequent month which precedes his

Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided below.

(e) A former Participant's Deferred Vested Pension shall be computed in the same manner as an Early Pension, except that if payment of the Deferred Vested Pension commences prior to the former Participant's Normal Retirement Date, the reduction shall be made on an Actuarially Equivalent basis.

4.6-B Benefits Not Decreased Due to Post-Termination Social Security Increase.

(a) Any benefit which a Participant is eligible to receive (including Disability benefits) shall not be decreased by reason of any increase in a benefit level or wage base under Title II of the Social Security Act if such increase takes place after the later of (a) September 2, 1974, or (b) the date of a Participant's termination of employment hereunder.

(b) In the event a Participant terminates his employment hereunder with a nonforfeitable right to a benefit as provided in Article IV-B and subsequently resumes participation in this Exhibit B, the Accrued Benefit to which he would have been entitled had he not returned to employment shall not be decreased below its amount at the time of such termination.

4.7-B Accrued Credits and Vested Benefits Under the Previous Plan Preserved.

(a) The restatement of the Previous Plan by this Exhibit B shall not operate to exclude, diminish, limit, or restrict the payments or continuation of payments of benefits accrued up to January 1, 2001. The amount of such Previous Plan benefits, if any, in the course of payment by the Trustee under said Previous Plan to any person immediately prior to January 1, 2001 shall be continued by the Trustee under the Trust forming a part of this Plan, in the same manner and amounts, undiminished, preserved and fully vested under this Plan.

(b) The eligibility for, and amount of, any benefit of any kind, payable under this Exhibit B to or for any person who was a Participant in the Previous Plan and who became a Participant in this Exhibit B as of January 1, 2001, shall be determined under the provisions of this Exhibit B. Any benefit accrued to such a Participant up to January 1, 2001, shall be preserved hereunder.

ARTICLE V-B

Disability

5.1-B Termination Due to Disability.

(a) A Participant shall be eligible for a Disability Pension if his employment is terminated, while he is an Eligible Employee, by reason of Disability (as defined below) before his Normal Retirement Date, provided he has then completed ten (10) or more years of Vesting Service and does not elect to receive an Optional Early, Early or Deferred Vested Pension.

(b) Payment of a Disability Pension, in the form of payment determined under Article VII-B, shall commence as of the Participant's Normal Retirement Date if he is then living.

(c) A Participant's Disability Pension shall be computed in the same manner as a Normal Pension, considering his Average Monthly Compensation as of the date of his termination on account of Disability, and the Benefit Accrual Service he would have accumulated if his employment had continued uninterrupted until his Normal Retirement Date, but using his Projected Social Security Benefit instead of his Primary Social Security Benefit.

(d) Disability under this Exhibit B shall be considered total and permanent if, on the basis of a medical examination by a doctor or clinic approved by the Administrator, the Administrator finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment.

(e) However, no Participant shall qualify for a Disability Pension if the Administrator determines that his Disability results from (a) an incapacity, contracted, suffered or incurred by a Participant while engaged in a felonious enterprise or which resulted therefrom, (b) an intentionally self-inflicted injury, (c) injury, or disease sustained by the Participant while serving in any Armed Service within a period of ten (10) years immediately prior to the Disability, or (d) injury or disease sustained by the Participant subsequent to the date of his termination of employment.

(f) Disability shall be considered to have ended if, prior to his Normal Retirement Date, the Participant (a) engages in any gainful employment, except for such employment as is found by the Administrator to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Administrator based on a medical examination by a doctor or clinic appointed by the Administrator, to be able to engage in regular employment by an Affiliated Employer, or (c) refuses to undergo any medical examination requested by the Administrator, provided that a medical examination shall not be required more frequently than twice in any calendar year.

5.2-B Recovery from Disability.

(a) If the Participant's Disability ceases prior to his Normal Retirement Date, and he is not reemployed by an Affiliated Employer as an Employee, and if he had met the requirements for an Early, Optional Early or Deferred Vested Pension on the date of his termination for Disability, he shall be entitled to receive, commencing on the first day of the month coinciding with or next following his Normal Retirement Date, a Pension equal in amount to the Early, Optional Early or Deferred Vested Pension to which he would have been entitled, as of the date of his Disability, considering his Compensation and Benefit Accrual Service at his date of Disability. However, if the Participant requests the commencement of his Early, Optional Early or Deferred Vested Pension as of the first day of any subsequent month which is after age fifty-five (55) and which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be subject to reduction in accordance with Section 4.4-B or 4.5-B, as applicable, based on the number of years by which the starting date of the Pension payment precedes the Participant's Normal Retirement Date.

(b) If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is reemployed by an Affiliated Employer, the Pension payable upon his subsequent retirement shall be determined in accordance with the provisions of Section 9.1-B hereof.

ARTICLE VI-B

Death Benefits

6.1-B Death Benefits Before Pension Commencement (Spouse's Pension).

(a) A death benefit in the form of a monthly Pension shall be payable to the surviving Spouse of a Participant (whether in-service or on authorized medical leave or terminated or on Disability) who has a vested Pension hereunder at the time of his death and dies before the date as of which his Pension is to commence, provided that the Employee is married to such Spouse at the time of his death.

(b) The Spouse shall elect a payment commencement date (which must be the first day of a month) that is not later than the Employee's Normal Retirement Date, except that, (i) if the Spouse fails to make such an election, payments shall commence as of the Employee's Normal Retirement Date and (ii) if the Employee's death is on or after his Normal Retirement Date, commencement to the Spouse will be as of the first day of the next month following the Employee's death.

(c) The monthly amount and manner of payment of such Spouse's Pension shall be determined as though the Employee's Pension on the date of his death (under the Deferred Vested, Early, Optional Early, Normal or Late Pension provisions of this Exhibit B, whichever is applicable) was paid as a qualified joint and fifty percent (50%) survivor pension described in Section 7.2-B, commencing on the Spouse's payment commencement date and assuming the Employee's death had occurred immediately. Any early commencement reductions made for periods not covered under the Deferred Vested Pension provisions of this Exhibit B will be made on an Actuarially Equivalent basis. Benefit Accrual Service credit while on Disability will be counted as to a Participant whose death occurs while the Participant was on Disability and such Participant's Average Monthly Compensation when his Disability began shall be taken into account.

6.2-B Death After Commencement of Pension Payments (According to Form Payable to Employee).

(a) The death benefit, if any, payable after a Participant's Pension has commenced shall be determined according to the form of benefit payable under Article VII –B hereof. If Participant has reached the date as of which his form of benefit is to commence, but dies before actual receipt of the first payment, such form of benefit shall remain effective for purposes of determining any death benefit.

(b) If, upon the death of a Participant receiving a benefit that was limited under Section 6.1 of the main text of the Plan, the Participant's surviving Spouse is entitled to a benefit payment smaller than the amount payable during the Participant's lifetime, the benefit payments to the Spouse shall be the lesser of (1) and (2):

(1) The benefit payment which would be payable to the surviving Spouse if benefits under this Exhibit B had not been limited by Section 6.1 of the main text of the Plan.

(2) The benefit payment which would be payable to the surviving Spouse if the benefit provided under this Exhibit B had been a joint and survivor annuity with the survivor benefits equal to 100% of the amount payable while the Participant was alive, in an amount equal to the maximum limitations provided under Section 6.1 of the main text of the Plan.

6.3-B Death Benefits of Participants Who Were Participants in Superseded Plans. Notwithstanding any other provisions of this Exhibit B to the contrary, the amount of benefits to which the beneficiary (or beneficiaries) of a Participant who was a Participant in any of the superseded plans referenced in Appendix 1-B or Appendix 2-B to this Exhibit B shall be calculated on the basis as provided in this Article VI-B, less any benefits which the deceased Participant may have received prior to his death or may be entitled to receive at the time of his death under such superseded plans computed on an Actuarially Equivalent basis; provided, however, that the payment basis for that portion of the total benefits provided under such superseded plans will be determined in accordance with the terms and conditions of any applicable Appendix to this Exhibit B.

6.4-B Designation of Beneficiaries.

(a) Beneficiaries.

(1) Each Participant may designate a primary beneficiary or beneficiaries and a contingent beneficiary or beneficiaries to receive any benefit that may become payable under this Exhibit B by reason of his death, other than death benefits only payable to the Participant's Spouse or other specified contingent annuitant.

(2) Such designations shall be made upon the forms furnished by the Administrator, and may at any time and from time to time be changed or revoked without notice to the beneficiary or beneficiaries, and shall not be active unless and until filed with the Administrator.

(3) If any Participant shall fail to designate a beneficiary or beneficiaries, or if all those designated predecease him, any such payments due under this Exhibit B shall be paid to the person or persons in the first following class of successive beneficiaries surviving, any testamentary devise or bequest to the contrary notwithstanding: the Participant's (a) Spouse, (b) children and issue of deceased children by right of representation, (c) parents, (d) brothers and sisters and issue of deceased brothers and sisters by right of representation, or (e) executors or administrators. Any payment made to any person pursuant to the preceding sentence shall operate as a complete discharge of all obligations under the Plan with respect to such deceased Participant and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

(b) Contingent Beneficiaries. In the event of the death of a beneficiary who survives the Participant and who, at the beneficiary's death, is receiving benefits under the provisions of

this Exhibit B within the period with respect to which death benefits are payable under this Exhibit B after the Participant's death, the same amount of monthly benefits which the beneficiary was receiving shall be payable for the balance of such period to a person designated by the Participant to receive such benefits in the event of such contingency, or, if no person was so named, then to a person designated by the beneficiary of the Participant to receive such remaining benefits, if any. If there is no such person surviving at the time payments of any death benefit is to be made, any such payments becoming payable under the Plan shall be paid in a lump sum to the person or persons in the first following class of successive beneficiaries surviving, any testamentary devise or bequest to the contrary notwithstanding: the Participant's (a) Spouse, (b) children and issue of deceased children by right of representation, (c) parents, (d) brothers and sisters and issue of deceased brothers and sisters by right of representation, or (e) executors or administrators. Any payment made to any person pursuant to the preceding sentence shall operate as a complete discharge of all obligations under the Plan with respect to such deceased beneficiary and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

(c) For the purposes of this Exhibit B, the production of a certified copy of the death certificate of any Participant or other person shall be sufficient evidence of death, and the Administrator shall be fully protected in relying thereon. In the absence of such proof, the Administrator may rely upon such other evidence of death as it deems necessary, or advisable.

6.5-B Lump Sum Death Benefit.

(a) In addition to any post-retirement death benefits provided by the pension option elected under Article VII-B, a lump sum death benefit in the amount stated below shall be payable upon the death of any former Employee who meets the requirements in (1) or (2) below, subject to the restriction in (3) below:

(1) A former Employee who retired with a Normal, Late, Optional Early, Early or Disability Pension under this Exhibit B, or under another plan that was specifically replaced by or merged into the Previous Plan, and who had attained the date as of which such Pension was to commence, such lump sum death benefit to be: (i) Five Thousand Dollars (\$5,000.00) as to such retirements that occurred before January 1, 1995, and (ii) Ten Thousand Dollars (\$10,000.00) as to such retirements (including lay-offs after eligibility for a Normal, Optional Early, Early or Disability Pension) that occur on and after January 1, 1995:

(2) a former Employee who prior to April 1, 1973, incurred a termination of employment, even though for reasons other than retirement, and who, under the ECI Division Salaried Retirement Plan, is entitled to a deferred vested benefit therefrom, such lump sum death benefit to be One Thousand Five Hundred Dollars (\$1,500.00);

(3) provided, however, no such death benefit shall be paid to the beneficiary of: (i) any former employee whose benefit under the Retirement Plan for Hourly Employees of the Huntington Operations of the Memcor Division of E-Systems, Inc. was transferred to Raytheon if such former employee had retired under the Retirement Plan for Employees of the Melpar Division of E-Systems, Inc. and had retired with company-sponsored life insurance in

force, or (ii) a former Employee who retired with a Deferred Vested Pension or who is currently active.

(b) The death benefit described in this Section shall be paid to the beneficiary selected by the Participant, or if no such beneficiary has been selected, then to the estate of the Participant and shall be paid out of the general assets of the Participating Employer or through insurance purchased out of the general assets of the Participating Employer.

ARTICLE VII-B

Forms of Payment

7.1-B Normal Form of Pension - Five-Year Certain and Life.

(a) Unless the Qualified Joint and Survivor Pension in Section 7.2-B, or an alternate form in Section 7.3-B, is applicable in accordance with the election procedures of Section 7.4-B, any Pension, in the amount accrued under Article IV-B, will be paid as a Five-Year Certain and Life Pension. Under this form of Pension, monthly payments are made to the Participant during the remaining life of the Participant; however, if he dies after his Pension commenced but before receiving sixty (60) guaranteed monthly payments, then monthly payments, in the same amount, will continue to his beneficiary, or beneficiaries, until the total number of payments made (including those to the Participant and those to the beneficiary, or beneficiaries) equals such guaranteed number.

(b) Provided, however, in the event the above-referenced guaranteed number of monthly payments should exceed the number of months of life expectancy of the Participant and his designated beneficiary (as of the date of commencement), such guaranteed number shall be reduced to equal such life expectancy and the amount of Pension shall be increased on an Actuarially Equivalent basis.

7.2-B Qualified Joint and Survivor Pension. Unless an election to the contrary is in effect in accordance with the provisions of Section 7.4-B, a Participant (including any Previous Plan participant, not otherwise covered by ERISA qualified joint and survivor annuity rules, whose participation terminated under the Previous Plan on or after September 2, 1974, but whose Previous Plan Pension first becomes payable hereunder) who is married on the date as of which his Pension payments commence shall be paid his Pension in the form of a Qualified Joint and Fifty Percent (50%) Survivor Pension. Under this form, an adjusted amount shall be paid to the Participant for his lifetime; and the Spouse (to whom the Participant was married on the date as of which his Pension commenced), if surviving at the Participant's death, shall receive thereafter for life a monthly Pension of fifty percent (50%) of the adjusted monthly amount paid to the Participant. The adjusted amount payable to the Participant shall be determined so that the value of the Pension payments expected to be made to the Participant and his Spouse is the Actuarial Equivalent of the Pension determined under Article IV-B.

7.3-B Other Forms of Payment. Subject to the election requirements of Section 7.4-B hereof, any Participant who is a benefit recipient hereunder may elect a benefit payable in accordance with one or more of the following options, in an Actuarially Equivalent amount, in lieu of the benefit to which he is otherwise entitled:

(a) **Qualified Joint and One Hundred Percent (100%) Survivor Pension.** Except as otherwise provided in subsection (g) below, the joint annuitant under this option must be the Participant's Spouse. Under this form, payments are made in the same manner as described in

Section 7.2-B hereof, but with the percentage continued to the Spouse being One Hundred Percent (100%).

(b) Single Life Pension. Under this form, the payee will receive a Pension payable only for his lifetime.

(c) Certain and Life Pension. Under this form, payments are made in the same manner as described in Section 7.1-B hereof but with the number of guaranteed monthly payments being one-hundred twenty (120) (but in no event to exceed the months of life expectancy of the payee and his designated beneficiary at date of commencement).

(d) Joint and Seventy-Five Percent (75%) Survivor Pension. Except as otherwise provided in subsection (g) below, the joint annuitant under this option must be the Participant's Spouse. Under this form, payments are made in the same manner as described in Section 7.2-B hereof, but with the percentage continued to the Spouse being Seventy-Five percent (75%).

(e) Pension with Joint Lifetime Payments and Sixty-Six and Two-Thirds Percent ($66\frac{2}{3}\%$) Survivor Pension. Except as otherwise provided in subsection (g) below, the joint annuitant under this option must be the Participant's Spouse. Under this form, the payee shall receive a Pension payable for the joint lifetime of the payee and his Spouse, and, if the death of either occurs after the date as of which the Pension commenced, payments equal to Sixty-Six and Two-Thirds ($66\frac{2}{3}\%$) of such Pension shall be continued to the survivor during the survivor's further lifetime.

(f) Lump-Sum Payment for Employees of Advanced Power Technologies, Inc. This lump sum is available only to Participants who were former employees of Advanced Power Technologies, Inc. who ceased to be Employees due to the sale of such company as of December 31, 1997. Under this form, the payee will receive a single sum payment in cash. The single sum shall be the lump sum value of the Pension payable to the Participant at Normal Retirement Date. However, in no event will the lump sum value of any Pension other than a Deferred Vested Pension be less than the Actuarial Equivalent present value of the immediately payable amount of such Pension. A terminated Participant with a Deferred Vested Pension may elect to receive a single sum payment prior to the date when he is otherwise eligible for the commencement of his monthly Pension hereunder; however, he must first decline (with his Spouse's consent in the manner described in Section 7.2-B hereof, if he has a Spouse) to receive immediate commencement of his monthly Pension. Such immediate monthly Pension will be in the normal form under Section 7.1-B if such Participant does not have a Spouse and in the qualified joint and survivor form (as described in Section 7.2-B) if he does have a Spouse. Any reduction for commencement prior to such terminated Participant's Normal Retirement Date will be in accordance with the Deferred Vested Pension provisions of this Exhibit B, except that for the period prior to that provided for in said provisions, the reduction will be on an Actuarially Equivalent basis.

(g) Additional Options for Domestic Partners. Effective on and after January 1, 2002, a Participant who has a Domestic Partner may elect to receive his benefits in the form of the Qualified Joint and Survivor Pension described in Section 7.2-B, the Qualified Joint and One

Hundred Percent (100%) Survivor Pension described in Section 7.3-B(a) or the Pension with Joint Lifetime Payments and Sixty-Six and Two-Thirds Percent (66⅔%) Survivor Pension described in Section 7.3-B(d), with his Domestic Partner as the survivor annuitant. Effective January 1, 2008, a participant who has a Domestic Partner also may elect to receive his benefits in the form of the Joint and Seventy-Five Percent (75%) Survivor Pension described in Section 7.3-B(d), with his Domestic Partner as the survivor annuitant.

7.4-B Election Procedures and Restrictions on Optional Forms.

(a) At least thirty (30) but not more than one hundred and eighty (180) days before the date as of which the Participant's Pension is to commence, the Administrator shall provide to the Participant a written explanation of the terms and conditions of the payment forms available. If a married Participant wishes to elect a form of payment other than the Qualified Joint and Survivor Pension (described in Section 7.2-B and in Section 7.3-B(a)), such election will not become effective unless (1) the Participant's Spouse consents in writing to the election, (2) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent), (3) the Spouse's consent acknowledges the effect of the election, (4) the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent), and (5) the Spouse's consent is witnessed by a Plan representative or a notary public. A properly completed benefit election form (furnished by the Administrator) must be returned to the Administrator at least thirty (30) days prior to the date as of which the Participant's benefit is to commence.

(b) A Participant's election will be valid even if the written explanation of payment form is furnished after, or the Participant's election is made after, the 30-day date referred to above, if the Participant (subject to the spousal consent requirements) waives such 30-day period and elects payment as soon as possible, provided that (i) the Participant is clearly informed of the right to require the 30-day advance notification and of the right to have at least thirty (30) days after the written explanation is furnished to consider the election, (ii) the Participant is permitted to revoke his election at least until the date as of which payment is to commence or, if later, until seven (7) days after the written explanation is provided, and (iii) actual payment is not made until at least seven (7) days after the written explanation is provided.

(c) An election may be changed or revoked if such change, or revocation is filed in writing with the Administrator in accordance with the time restrictions described in Section 7.4-B(b) and subject to the spousal consent requirements described in Section 7.4-B(a).

(d) If a Participant elects an optional form of payment and dies before the date as of which the Participant's Pension is to commence, such optional form election is canceled.

(e) If a Participant elects an optional form of payment with a survivor benefit to be payable to a specified person upon the Participant's death and such person dies before the date as of which the Participant's Pension is to commence and no new survivor is duly designated prior to such date, then such optional form election is canceled.

(f) If a Participant has elected an option with his Spouse as joint pensioner or beneficiary and his Pension benefits have commenced, he may change his designated joint pensioner or beneficiary (or beneficiaries) but only if such change is in connection with the Participant's divorce or legal separation and the Participant's former Spouse duly consents to such change and, in the case where the designation to be changed is one involving a joint pensioner, if the joint pensioner last previously designated by him is alive when he files with the Administrator his request for such change. The Administrator may require a copy of any court decision(s) relevant to such former Spouse's rights hereunder. The amount of Pension payable to the Participant upon the designation of a new joint pensioner shall be actuarially redetermined, by the Administrator, taking into account the age and sex of the former joint pensioner, the new joint pensioner and the Participant. Each such designation will be made in writing on a form required by the Administrator and on completion will be filed with the Administrator.

(g) Any optional benefit shall, if necessary, be adjusted to meet the incidental death benefit requirements under Section 401(a)(9) of the Code.

ARTICLE VIII-B

Employment Transfer

8.1-B Employee Transfers.

(a) It is anticipated that Employees who are Participants may from time to time be transferred to another job with the Participating Employer or Affiliated Employer which is not covered by this Exhibit B, and conversely that an Employee who is not a Participant may from time to time be transferred to a job covered by this Exhibit B, and it is further anticipated that a particular Employee may experience several such changes in status during his entire period of employment with the Participating Employer and Affiliated Employers. This Article sets forth special rules that apply in determining benefits as to such Employees under this Exhibit B.

(b) This Article VIII-B generally applies to transfers of employment, as opposed to terminations and recommencement of employment. Therefore, this Article does not apply to Employees whose employment terminates and is then followed by a recommencement of employment with the Participating Employer or Affiliated Employer, even if such recommencement immediately follows such termination.

8.2-B Duplication of Benefit Service. None of the provisions of this Article or this Exhibit B, alone or in conjunction with others, shall be interpreted or construed so as to prevent any Employee from accruing benefits both under this Exhibit B and any other defined benefit pension plan (qualified under Section 401(a) of the Code) for an Affiliated Employer's Employees, during his period of employment taken into account under such plans. Nevertheless, the provisions of this Exhibit B shall be interpreted and construed to prevent any Employee from obtaining concurrent or duplicated benefit accrual service for the same period of time or hours paid for, under this Exhibit B and any other such plan maintained by an Affiliated Employer.

8.3-B General Rules for Employment Transfers Between ESY, HRB and R/W Plans.

(a) Applicable Plans. The plans to which these rules apply are:

(1) ESY Plan. The former E-Systems, Inc. Salaried Employees Retirement Plan (i.e., this Exhibit B).

(2) HRB Plan. The former HRB Systems Salaried Retirement Plan (Exhibit C to this Plan).

(3) R/W Plan. The former Raytheon E-Systems, Inc. Richardson/Waco Retirement Plan (Exhibit D to this Plan).

(b) General Rules. When an Employee transfers between any of the above plans, the following will apply:

(1) Only Benefit Accrual Service earned under this Exhibit B will be used to determine the Employee's benefit from this Exhibit B. However, for purposes of determining the part of the Employee's service used for the 1.6% part of the benefit formula of Section 4.1-

B(b)(2)(A), all of the Employee's Benefit Accrual Service in all of the above referenced pension plans will be counted.

(2) All benefits for purposes of the transfer rules will be expressed as five year certain and life annuities. Any single life annuity amounts under the R/W Plan will be converted using the applicable conversion factors under that plan.

(3) Each plan will pay the benefit the Employee accrued while under that plan, except as provided in (5) below as to transfers from the ESY Plan of Employees eligible for benefits derived at least in part from the Social Security offset formula in the ESY Plan.

(4) Any amount of increase in the benefit under a plan the Employee transferred from based on the Employee's average monthly compensation at retirement or other termination of employment (using that plan's definitions of compensation and average monthly compensation and counting only compensation earned while accruing benefit service under one of these three plans) will be paid from the last of such plans covering the Employee before his retirement or other termination to the extent not paid from a prior plan he transferred from.

(5) To determine the Pension under this Exhibit B for a Participant who transferred between this Exhibit B and either the HRB Plan or the Richardson portion of the R/W Plan, first determine the Total Pension under the formulas in Section 4.1-B of this Exhibit B, based on all Benefit Accrual Service and Compensation under this Exhibit B, the HRB Plan and the Richardson portion of the R/W Plan. Then determine the pensions accrued under the HRB Plan and the Richardson portion of the R/W Plan at the time(s) of the transfer(s), adjusted as specified in paragraphs (1), (2), (3), and (4) of this Section 8.3-B(b). If the Total Pension is the result of a pension formula in Section 4.1-B which reflects an offset by a portion of Primary Social Security Benefit or Projected Primary Social Security Benefit, then the pension payable from this Exhibit B shall be the difference between that Total Pension and the sum of the pensions payable from the HRB Plan and the Richardson portion of the R/W Plan. If the Total Pension is not the result of a formula from Section 4.1-B reflecting an offset by a portion of Primary Social Security Benefit or Projected Primary Social Security Benefit, then this Exhibit B shall pay the benefit the Participant had accrued at the time of his termination or transfer.

8.4-B Other Plan Transfers. If an Employee transfers from this Exhibit B to another defined benefit plan qualified under Section 401(a) of the Code and sponsored by an Affiliated Employer which is not referred to in Section 8.3-B(a), then any benefit determined under this Exhibit B will be based on Average Monthly Compensation, Primary Social Security Benefit, and Projected Primary Social Security Benefit determined at the earlier of (i) the Participant's retirement or other termination of service and (ii) March 26, 2007, in the case of an Employee who is employed by Raytheon Aircraft Company on that date, which is the date of the divestiture of Raytheon Aircraft Company by Raytheon Company; but Benefit Accrual Service determined under this Exhibit B will be determined at the time of the transfer. Compensation for any pay period used in determining the Average Monthly Compensation will be determined under the definition of Compensation in the pension plan covering service during that pay period. Compensation paid for a period not covered under any pension plan will not be used in the determination of Average Monthly Compensation for this Exhibit B.

8.5-B Optional Early and Early Pensions As To Employees Who Transfer From This Plan. If a Participant under this Exhibit B has transferred to a job with the Participating Employer or an Affiliated Employer which is not covered under this Exhibit B, then incurs a termination of employment, the Employee will be eligible to elect an Early or Optional Early Pension under this Exhibit B if he then meets all of the applicable requirements.

8.6-B Disability Benefits As To Employees Who Transfer From This Plan. If a Participant under this Exhibit B has transferred to a job with the Participating Employer or Affiliated Employer which is not covered under this Exhibit B, then becomes disabled and goes on an approved disability leave status, no Disability Pension shall be payable under this Exhibit B, but the Employee will, when his disability leave status ends and his employment is deemed terminated, be eligible to elect an Early or Optional Early Pension under this Exhibit B if he then meets all of the applicable requirements.

8.7-B Transfers to EMASS, Inc. If a Participant's employment is transferred to EMASS, Inc., participation hereunder will cease as of the date of transfer. Notwithstanding any other provision hereunder to the contrary, such Participant's Accrued Benefit will be frozen as of such date of transfer based on the Participant's Average Monthly Compensation as of such date of transfer.

8.8-B Transfer of Benefits and Assets. If any benefit and related assets are transferred from another plan to this Plan or from this Plan to another plan, then such benefit shall be paid only from the plan to which such transfer is made.

ARTICLE IX-B

Benefits for Reemployed Former Participants and Participants Beyond Normal Retirement Date

9.1-B Acquisition of ESI and CTAS Employing Prior Participants.

(a) If any former Participant is employed by ESI or CTAS on the date of their acquisition in 1996 by Raytheon (ESI and CTAS, known for a time as Electrospace Systems, Inc. and Central Texas Airborne Systems, Inc., respectively and then known as the Richardson Operations and the Waco Operations, respectively), then, unless and until such Participant reenters this Exhibit B as an Eligible Employee, the only Pension such Participant will have hereunder with respect to any retained Benefit Accrual Service he earned during his prior participation will be the Pension he had previously accrued with respect to such Benefit Accrual Service, disregarding any Compensation or change in benefit formula after such acquisition.

(b) If any such previously accrued Pension is in pay status as of the date of such acquisition, payment of such Pension will continue uninterrupted according to the applicable form of payment, regardless of how many Hours of Service such Participant completes after such acquisition. However, if the Participant reenters this Exhibit B as an Eligible Employee, the above suspension of benefit and recalculation provisions in this Article will apply.

(c) If any such previously accrued Pension is not in pay status, payment will not commence until after the Participant's subsequent termination of employment hereunder, but if the Participant meets this Exhibit B's age and service requirements for Optional Early or Early Retirement at the time of his subsequent retirement, then any such prior Deferred Vested Pension will be treated as an Optional Early or Early Pension hereunder solely for purposes of determining any reduction for early commencement.

(d) If prior to retirement or other termination of employment, an ESI or CTAS Employee with a Pension not in pay status under this Exhibit B reenters this Exhibit B as an Eligible Employee, the above recalculation provision of this Article will apply.

9.2-B Employment with Electrocom Automation, Inc. Notwithstanding anything to the contrary hereunder, if an Employee hereunder previously left employment with E-Systems, Inc. to become immediately employed by Electrocom Automation, Inc. and then left the employment with Electrocom Automation, Inc. to become immediately reemployed by E-Systems, Inc. prior to March 1, 1985, he shall be treated hereunder as if he had not left employment with E-Systems, Inc. during such period of interruption and benefits, and assets applicable thereto, were transferred from the Electrocom Automation, Inc. Salaried Retirement Plan to the Previous Plan on behalf of such Employee.

APPENDIX 1-B

Temco and Chance Vought

1. **Definitions and Construction.** This Appendix 1-B shall apply to any Participant of this Plan who was a Participant under the Temco Electronics and Missiles Company Retirement Plan for Salaried Office and Plant Protection Employees established effective December 31, 1951, (Temco Superseded Plan) or the Chance Vought Corporation Retirement Plan established effective May 10, 1954, (Chance Vought Superseded Plan) and who retired under this Appendix 1-B (or Previous Plan) on or after September 1, 1972. This Appendix shall also apply to the beneficiary (or beneficiaries) or estate representative of such a Participant who is entitled to receive benefits under said Superseded Plans as a contingent pensioner, beneficiary (or beneficiaries) or estate representative of a deceased Participant who was a Participant in said Superseded Plans. If there is any conflict between the provisions of this Appendix and provisions which appear elsewhere in this Plan, the provisions of the Appendix shall control.

2. **Determination of Participants' Accounts under Temco Separate Fund.** Each participant who was a Participant in the Temco Superseded Plan on December 1, 1961, was credited with an amount in the Temco Separate Fund equal to the amount in his account under the Temco Superseded Plan on December 31, 1961. Said Temco Separate Fund was maintained hereunder until November 24, 1981, at which time said Temco Separate Fund was transferred to the Temco Profit-Sharing Plan. The amounts of each Participant's account in said Fund shall from or after such date be determined in accordance with the provisions of said Profit-Sharing Plan. Benefits payable from said Temco Separate Fund after such transfer shall, for purposes of this Plan, be treated as payable from the Temco Superseded Plan and shall be applied to reduce this Plan's retirement benefits on an Actuarially Equivalent basis in the same manner after such transfer as was applicable before such transfer.

3. **Method of Payments Under the Superseded Plans.** Payments of the applicable Pension from the Superseded Plan to which a Participant may be entitled shall be made in accordance with the following provisions:

A. The Pension benefit from the Temco Superseded Plan shall be payable in the same manner as provided under the provisions of the Temco Profit-Sharing Plan.

B. Pension benefits from the Chance Vought Superseded Plan shall be payable monthly by Connecticut General Life Insurance Company on the first day of each month or as otherwise provided under the Chance Vought Superseded Plan. Under the normal method of payment under the Chance Vought Superseded Plan, the first payment will be made on the Participant's retirement date, and the last payment will be the payment due next preceding the retired Participant's death; except that, where the participant has not previously withdrawn his contributions, in the event the Participant dies after retirement but before he has received Pension payments equal to his own contributions with compound interest, his beneficiary (or beneficiaries) will receive, in a lump-sum account, the excess of the Participant's own

contributions together with compound interest to the date that the Pension payments commenced over the total of the Pension payments which he had received as of the date of his death.

C. Payments of any other benefit under the Chance Vought Superseded Plan shall be made in accordance with the terms of that Plan.

APPENDIX 2-B

Melpar

1. **Definitions and Construction.** This Appendix 2-B shall apply to any Participant of this Plan who was a Participant (whether active or retired) under the Retirement Plan for Employees of the Melpar Division of E-Systems, Inc. as in effect on December 31, 1979. The term "Previous Plan," as used in this Appendix and in this Plan, shall mean the Retirement Plan for Employees of the Melpar Division of E-Systems, Inc. as in effect on December 31, 1979, whenever such term is being applied to former Participants of said plan. The term "Pre-76 Melpar Plan" shall mean the Retirement Plan for Employees of the Melpar Division of E-Systems, Inc., as in effect on December 31, 1975. The effective date as to the Melpar Division is January 1, 1980, and all references in said E-Systems, Inc. Salaried Retirement Plan to the Effective Date or a period which relates to the Effective Date shall, as to the Melpar Division, be deemed to be references to dates or periods which will be consistent with said January 1, 1980, Effective Date. This Appendix shall also apply to anyone who is entitled to receive benefits under said Previous Plan as contingent pensioner, beneficiary (or beneficiaries) or estate representative of a deceased Participant who was a Participant in said Previous Plan. If there is any conflict between the provisions of this Appendix and provisions which appear elsewhere in this Plan, the provisions of this Appendix shall control.

2. **Vesting and Benefit Service.** Anything in this Plan to the contrary notwithstanding, Participants of said Previous Plan who became covered under this Plan as of January 1, 1980, shall be given Vesting and Benefit Service credit for their employment prior to January 1, 1980, under the terms of said Previous Plan.

3. **Transfer of Assets.** The assets in said Previous Plan shall be transferred to the Trustee under this Plan and related Trust to be applied to provide benefits which become payable under this Plan.

4. **If Participation Ends on or After December 1, 1984.** This Paragraph 4 applies only to Previous Plan Participants whose Service ends hereunder on or after December 1, 1984, or whose Service ended, due to retirement or death, in November 1984, with a Pension or death benefit commencing on December 1, 1984.

A. **Benefits Payable.** The Pension benefits payable to such a Participant who becomes entitled to a Pension under this Plan will be determined under the provisions of this Plan based on Benefit Service from September 21, 1970.

B. **Prior Benefit Minimum.** In no event will the Pension benefit payable under this Plan to such a Participant be less than the Pension benefit he had accrued as of November 30, 1984, which was in excess of the benefit provided by his contribution accumulation as of such date.

5. **Death Benefits Under this Plan.** Any death benefits payable under this Plan which are based on the amount of Pension which an Employee has accrued shall be calculated by taking

into account the applicable benefit carried forward from the Previous Plan, as described above, as well as the benefit accrued under this Plan.

6. **Continuation of Benefit Payments Hereunder.** Any benefit payments being made to or with respect to Participants under said Previous Plan as of December 31, 1979, shall continue in the same manner and amount under this Plan as shall have been applicable under said Previous Plan.

7. **Employee Contributions Under Previous Plan:** Any contribution accumulation held under the Previous Plan with respect to a Participant hereunder were transferred to this Plan as part of the assets transferred under Paragraph 3, above. At any time thereafter, prior to payment thereof, such a Participant's contribution accumulation under this Plan is equal to the amount of his contribution accumulation transferred hereto, with five percent (5%) interest credited thereto from the date of such transfer to the first day of the month in which said contribution accumulation, or other benefit, is paid, or begins, to be paid to the Participant hereunder, or to the first day of the month in which his death occurs, if earlier. Such rate of interest may be changed by the Plan Administrator from time to time, as permitted under regulations.

A. Return of Employee Contributions to Participant.

(a) Return of Employee Contributions As of February 1, 1985. A Participant's contribution accumulation, if not previously paid, was automatically refunded to such Participant if he was an employee on December 1, 1984, and if a former Employee's employment terminated prior thereto when he was not vested in an employer-provided Pension hereunder, his contribution accumulation, if not previously paid, was automatically refunded to him. Such refund was made as of February 1, 1985. If such a Participant, or former Employee died between December 1, 1984, and February 1, 1985, such payment was made to his Spouse or other beneficiary.

(b) Other Return of Employee Contributions. A former Participant whose employment terminated prior to December 1, 1984, after being vested in employer-provided Pension benefits under this Exhibit B, who has not received a refund of his contribution accumulation, may elect to receive his contribution accumulation and receive a reduced Pension benefit under this Plan. Any such former Participant who has, prior to December 1, 1984, received a refund of his contribution accumulation shall also receive a reduced Pension. Any such reduced Pension shall consist of the amount remaining after his Pension has been reduced by an amount equal to the Pension providable by his contribution accumulation.

If the Participant dies after having received his contribution accumulation, any death benefit payable under the Plan will be reduced by an amount equal to the Actuarial Equivalent of the Participant's contribution accumulation as if it had been credited with interest (at the rate, or rates, in effect at the time of his death) until the date of his death.

B. Employee Contribution Death Benefits. If, when all of the applicable retirement and death benefits described in the main body of this Plan have been paid as to a deceased Participant with a contribution accumulation, the total of such payments is less than the

Participant's contribution accumulation, the balance will be paid to his beneficiary (or beneficiaries, or estate as the case may be).

C. Special Interest Payment As to Employee Contributions Not Held Hereunder. If a Participant's contributions maintained under the separate plan where his Accrued Prior Pension shown in Schedule 1-B to this Appendix 2-B is maintained is to be paid to him or is to be paid as a death benefit, there will be added to the amount payable an amount equal to the excess of

(1) the amount of interest, at the rate then applicable under this Paragraph 7, that would have been credited on any of the participant's contributions made prior to September 21, 1970, that are maintained under the separate plan where his Accrued Prior Pension shown in Schedule 1-B to this Appendix 2-B is maintained, if such interest were credited from January 1, 1976, to the date of determination, over

(2) the amount of interest actually credited on said contributions under said separate plan where they are maintained.