

SUMMARY PLAN DESCRIPTION

Savings Plus Plan, Lam Research 401(k)

January 1, 2020

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SUMMARY PLAN DESCRIPTION.....	1
I. BASIC PLAN INFORMATION	2
II. PARTICIPATION.....	4
III. CONTRIBUTIONS.....	4
IV. INVESTMENTS	8
V. VESTING.....	9
VI. IN SERVICE WITHDRAWALS AND LOANS.....	9
VII. DISTRIBUTION OF BENEFITS	11
VIII. MISCELLANEOUS INFORMATION	14
IX. INTERNAL REVENUE CODE TESTS	15
X. PARTICIPANT RIGHTS.....	15
XI. SERVICES AND FEES	18
XII. LOAN PROCEDURES FOR SAVINGS PLUS PLAN, LAM RESEARCH 401(K).....	19

Summary Plan Description

Savings Plus Plan, Lam Research 401(k)

The Savings Plus Plan, Lam Research 401(k) (the “Plan”) of Lam Research Corporation has been amended as of 01/01/2017 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

The purpose of the plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the plan provides certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description (“SPD”) and it contains a summary in understandable language of your rights and benefits under the plan. If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator identified in the Basic Plan Information section of this document during normal business hours for assistance.

This SPD is a brief description of the principal features of the plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. A copy of the plan document is on file with the Plan Administrator and may be read by any employee at any reasonable time. The plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the plan.

This SPD is based on the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state tax law.

I. BASIC PLAN INFORMATION

The information in this section contains definitions to some of the terms that may be used in this SPD and general Plan information. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

A. Account

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

B. After-tax Contribution

This is a contribution taken directly from the pay of an Employee on an after-tax basis and contributed to the Plan. The earnings that accrue on After-tax Contributions are subject to tax when they are distributed from the Plan (see Distribution of Benefits, below). After-tax Contributions are not subject to the annual limit on Deferral Contributions, however, other limits apply (see Limit on Contributions, below).

C. Beneficiary

This is the person or persons (including a trust) you designate, or who are identified by the plan document if you fail to designate or improperly designate, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

D. Deferral Contribution

This is a contribution taken directly from the pay of an Employee and contributed to the Plan, subject to an annual limit (\$19,500 for 2020). Additional limits apply (see Limit on Contributions, below). The Plan permits you to make both pre-tax and certain after-tax (Roth) Deferral Contribution amounts. Roth Deferral Contribution amounts are not taxable when distributed, provided certain conditions are met (see Distribution of Benefits, below).

E. Employee

An Employee is an individual who is employed by your Employer as a common law employee or, in certain cases, as a leased employee and is not terminated.

F. Employer

The name and address of your Employer is:

Lam Research Corporation
4650 Cushing Parkway
Fremont, CA 94538-6401

The Employer's federal tax identification number is: 94-2634797

The following Employer(s) also participate in the Plan and employees of each employer listed below shall be eligible to participate in accordance with the Participation section of this SPD.

Federal Tax Identification Number	Participating Employer Name	Designation
20-5699765	Silfex, Inc.	Related

G. ERISA

The Employee Retirement Income Security Act of 1974 (ERISA) identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

H. Fidelity Investments Contact Information

Fidelity Investments is the recordkeeper of your Plan. To view your Account, make changes to investments, or perform transactions, please use the contact information below, all telephone calls will be recorded for quality.

Phone number: 1-800-835-5095

Website: www.401k.com

I. Highly Compensated Employee

An Employee is considered a highly compensated Employee if (i) at any time during the current or prior year you own, or are considered to own, at least five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of \$125,000 (in 2019, as determined for the 2020 Plan Year), as adjusted and you are in the top paid group consisting of the top 20% of employees ranked by compensation.

J. Non-Highly Compensated Employee

An Employee who is not a Highly Compensated Employee.

K. Participant

A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

L. Plan Type

The Savings Plus Plan, Lam Research 401(k) is a defined contribution plan. These types of plans are commonly described by the method by which contributions for participants are made to the plan. The Savings Plus Plan, Lam Research 401(k) is a 401(k) deferral plan. More information about the contributions made to the plan can be found in Section III, Contributions.

M. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the plan document. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan. The name and address of the Plan Administrator is:

Lam Research Corporation

N. Plan Number

The three digit IRS number for the Plan is 001.

O. Plan Sponsor

The Plan's Sponsor is the first Employer listed under the definition of Employer above.

P. Plan Year

The Plan Year is the twelve-month period ending on the last day of December. The Plan Sponsor may only change or have changed the Plan Year by amending and restating to a new Plan Document.

Q. Qualified Military Service

Qualified Military Service is service in the uniformed services of the United States that results in the Participant having a right of reemployment with the Employer under federal law.

R. Service of Process

The plan's agent for service of legal process is the Plan Administrator.

S. Trustee

The trustee is responsible for trusteeing the Plan's assets. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

II. PARTICIPATION

Eligibility Requirements

You are eligible to participate in the Plan if you are an Employee.

However, you are not eligible to participate if you are:

- a resident of Puerto Rico
- covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan
- a leased Employee
- a nonresident alien with no income from a U.S. source
- an intern

You are also not eligible to participate if you are an individual who is a signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor not entitled to benefits under the Plan and you are not otherwise classified by the Employer as a common law employee or the Employer does not withhold income taxes, file Form W-2 (or any replacement form), or remit Social Security payments to the Federal government for you, even if you are later adjudicated to be a common law employee.

You will become eligible to participate in the Plan immediately upon becoming an Employee. Once you become a Participant, you will remain eligible until you terminate your employment with your Employer or become a member of a class of Employees excluded from the Plan. If you terminate your employment and are later re-employed by your Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

III. CONTRIBUTIONS

As a Participant, you will be eligible to make Deferral Contributions and After-tax Contributions. As described below, if you do not elect a Deferral Contribution rate, you may be automatically enrolled to make Deferral Contributions from base salary. In addition, your Employer may make matching and nonelective contributions to your Account. The type(s) of contributions available under the Plan are described in this section.

A. Compensation

Contributions you make are based upon your eligible pay. Your eligible pay generally includes regular base pay, Annual Incentive Plan ("AIP") bonuses, overtime and other similar types of pay. Eligible pay under the Plan may not exceed the IRS annual qualified compensation limit (\$285,000 in 2020).

Compensation for your first year of eligible Plan participation will be based upon eligible compensation paid for the entire Plan Year. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2020 Plan Year is \$285,000.

B. Contributions

1. Regular Deferral Contributions

As a Participant, you may elect to defer a percentage of your eligible compensation into the Plan. The percentage of your eligible compensation you elect will be withheld from each payroll and contributed to an Account in the Plan on your behalf. For pre-tax contributions being withheld from your compensation, the percentage you defer is subject to an annual limit of the lesser of 75% of eligible compensation or \$19,500 (in 2020; thereafter as adjusted by the Secretary of the Treasury) in a calendar year. This plan also contains an automatic enrollment feature. If you are subject to automatic enrollment, you will be notified approximately 30 days prior to when your Employer will begin to automatically deduct 6% from your pay on a pre-tax basis as a Deferral Contribution for you to the Plan. You may stop or change this automatic contribution by following the instructions provided in the notice. Deferral Contributions made automatically for you are treated the same under the Plan as Deferral Contributions made by your own election.

You will be eligible to designate some or all of your Deferral Contribution as a Roth Deferral Contribution at the time you make your deferral election. Once made, this election will be irrevocable (that is, Roth Deferral Contributions cannot later be re-characterized as pre-tax Deferral Contributions). If you elect to make Roth Deferral Contributions, the amount of your contribution will be included in your income for tax purposes, and the income tax withholding amounts will be deducted from the remainder of your pay, not from the Roth Deferral Contribution amount.

For example, if you have annual compensation of \$50,000 and elect to make a Roth Deferral Contribution to the Plan equal to 5% of your compensation, your Roth Deferral Contribution to the Plan will equal \$2,500 (5% of \$50,000). The tax withholding applicable to the amount you have elected to contribute to the Plan as a Roth Deferral Contribution will be applied against the remainder of your compensation.

Except with respect to the income taxation of Roth Deferral Contributions at contribution (described above) and to the distribution of amounts attributable to Roth Deferral Contributions (described below), Roth Deferral Contributions are subject to the same rules applicable to pre-tax Deferral Contributions. For example, pre-tax and Roth Deferral Contributions are added together to determine whether you have reached the Federal tax law limit on Deferral Contributions (\$19,500 in 2020 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit. If you have participated in more than one employer-sponsored qualified plan during the year, the Federal tax law limit on Deferral Contributions is your personal limit across all plans, and you should promptly inform your Plan Administrator of any contributions you made outside of this Plan.

Your Deferral Contributions cannot be forfeited for any reason, however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you. The Plan Administrator will notify you if any of your contributions will be returned. You may increase or decrease the amount you contribute as of the beginning of each payroll period. You may also completely suspend your contributions which you may resume as of the first day of the beginning of each payroll period. If you want to increase, decrease, suspend, or resume your Deferral Contributions, contact Fidelity.

You may create an annual increase program to gradually raise your contribution rate each year.

2. AIP Bonus Contributions

You may make Deferral Contributions on any Employer paid AIP bonus. You may defer a whole percentage from 1% to 75% of any AIP bonus designated by your Employer into the Plan, or suspend your contribution completely. The total amount of your AIP bonus and regular Deferral

Contributions for the Plan Year may not exceed 75% of your eligible compensation or other applicable Internal Revenue Code limits. If you fail to make an election with regard to AIP bonus compensation, then your Employer will make no Deferral Contribution into the Plan from your AIP bonus compensation. Your Employer may refuse to accept any or all of your AIP bonus contribution if it will have an adverse effect on the Plan's annually required Internal Revenue Code test.

3. Age 50 and Over Catch-Up Contributions

The Plan provides that participants who are projected to be age 50 or older by the end of the taxable year and who are making Deferral Contributions to the Plan may also elect to make a catch-up contribution of up to \$6,500 (in 2020; thereafter as adjusted by the Secretary of the Treasury). The Plan requires that no more than 75% of your eligible compensation be deferred as an age 50 and over catch-up contribution.

4. Employee After-Tax Contributions

After you satisfy the Plan's eligibility and entry date requirements, you may elect to contribute a percentage of your eligible compensation into the Plan on an after-tax basis. You may contribute a percentage of eligible compensation up to an annual maximum of 75%. You are limited to contributing a combined total of After-tax and Deferral Contributions of 75%. However, there are special Internal Revenue Code rules which must be satisfied and the maximum amount you may contribute may be a lower percentage. The Plan Administrator will notify you if any of your contributions will be returned. Your Employer may refuse to accept your After-tax Contributions if they will have an adverse effect on the Plan's non-discrimination tests. Your After-tax Contributions belong to you and cannot be forfeited for any reason.

5. Employer Matching Contributions

You become eligible for matching contributions only if you make Deferral Contributions. For purposes of determining your matching contributions under the Plan, your Contributions will not include After-tax Contributions, Age 50 and Over Catch-Up Contributions. Employer matching contributions must be allocated to your Account in the Plan within prescribed legal time limits.

a. True-up Contributions

Your Employer may make a true-up contribution, if there is a difference between the Company match you should receive, based on your annualized contribution rate, and the total Company matching contributions you actually received during the previous year. This process ensures that you receive the full Company match.

b. Discretionary Matching Contributions

Your Employer may make discretionary matching contributions. Discretionary matching contributions, if made, will be computed by your Employer based on your eligible compensation deferred into the Plan each Plan Year. You must be employed as of the last day of the Plan Year to be eligible for any matching contributions that may be made for that Plan Year. You do not need to satisfy this requirement if you die (including death while performing Qualified Military Service), become disabled, or retire during the Plan Year.

Your Employer will communicate the amount of any annual discretionary matching contributions.

c. Qualified Matching Contributions

Your Employer may designate all or a portion of any matching contributions for a Plan Year as "qualified matching contributions" and allocate them to Employees to help the Plan pass one or more annually required Internal Revenue Code nondiscrimination test(s). Any such

contributions will be allocated to those Participants eligible to receive the Employer matching contributions described above who made Deferral Contributions during the Plan Year. Participants are 100% vested in these contributions and may not request a hardship withdrawal of these contributions.

6. Discretionary Nonelective Contributions

Your Employer may make discretionary nonelective contributions in an amount to be determined by the Board of Directors for each Plan Year. You must be employed as of the last day of the Plan Year to be eligible for any nonelective contributions that may be made for that Plan Year. You do not need to satisfy this requirement if you die (including death while performing Qualified Military Service), become disabled or retire during the Plan Year.

a. Percentage of Compensation

Discretionary nonelective contributions, if any, made to the Plan by your Employer will be allocated to your Account in the ratio that your eligible compensation bears to the total eligible compensation paid to all eligible Participants.

7. Other Contributions and Limitations

a. Qualified Nonelective Contributions

Your Employer may designate all or a portion of any nonelective contributions for a Plan Year as “qualified nonelective contributions” and allocate them to certain Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code non-discrimination test(s). You will be 100% vested in these contributions and may not request a hardship withdrawal of these contributions.

b. Limit on Contributions

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

\$57,000 (in 2020; thereafter as adjusted by the Secretary of the Treasury) ; or

100% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending 12/31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

8. Rollover Contributions

You can roll over part or all of an eligible rollover distribution you receive from an eligible retirement plan (a “Rollover Contribution”) into this Plan. An eligible retirement plan is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement Account and individual retirement annuity. An eligible rollover distribution includes any distribution from an eligible retirement plan, except any distribution from an individual retirement Account or an individual retirement annuity consisting of nondeductible contributions or any distribution from a 403(b) annuity contract consisting of after-tax employee contributions. Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or ten year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur

if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan and must be distributed. If your Rollover Contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Trustee within 60 days of your receipt of the distribution. Rollover Contributions may only be made in the form of cash, allowable fund shares, or (if the Plan allows new loans in accordance with the terms of this SPD) promissory notes from an eligible retirement plan. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving spouse of a participant or as a spouse or former spouse who is an "alternate payee" pursuant to a qualified domestic relations order ("QDRO"), you may also make a Rollover Contribution to the Plan.

The Plan will accept direct Rollover Contributions of amounts attributable to Roth Deferral Contributions that you made to another qualified plan that accepted Roth Deferral Contributions and properly segregated them from other contributions. The same rules that apply to other direct Rollover Contributions apply to direct Rollover Contributions of amounts attributable to Roth Deferral Contributions, except for the income tax treatment on distribution (described below).

IV. INVESTMENTS

A. Investments

If you are invested in the stock of the Employer or a Related Employer (the "Stock Fund"), generally your purchases and sales of the Stock Fund will be executed directly through the Trustee. Some Participants may be required to have all trades in or out of the Stock Fund pre-approved by the Plan Administrator. If you are one of these Participants, the Plan Administrator will provide you with a separate notice of the dates you will be able to trade and deadlines you must meet to trade on those dates. If you are invested in the Stock Fund, you will also be given the opportunity to exercise voting rights for shares of the corporation allocated to your Account at all times that corporate shareholders vote. The Plan Administrator has established procedures to ensure that Participant purchase, holding and sale of the Stock Fund, as well as the exercise of voting rights with respect to the stock, shall be held in the strictest confidence (not disclosed to the Employer). The Plan Administrator is responsible for monitoring compliance with these confidentiality procedures. You can get additional information about any investment alternative or the proxy voting for them by contacting Fidelity.

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest Plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, your Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact your Plan Administrator with any questions regarding these disclosures. Fidelity is assisting your Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

B. Self Directed Brokerage

Fidelity's Self Directed Brokerage (SDB) program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. Please see the separate pamphlet containing specific information regarding the SDB investment option.

C. Statement of Account

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online through NetBenefits®, you can view and print a statement for any time period up to 24 previous months. If you do not log onto Netbenefits® a hard copy statement will automatically be mailed to you annually.

V. VESTING

The term "vesting" refers to your nonforfeitable right to the money in your Account. You are always 100% vested in your total Account balance.

VI. IN SERVICE WITHDRAWALS AND LOANS

You may contact Fidelity to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal other than the return of your After-tax Contributions that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions. For information regarding the taxation of amounts attributable to Roth contributions, see the Distribution of Benefits section of the SPD.

The following types of withdrawals are available under the Plan:

A. Hardship Withdrawals

As an Employee, you may apply to withdraw certain contributions to satisfy specific and heavy financial needs. In accordance with Internal Revenue Service regulations, you must generally first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal. Your hardship application may be made directly through Fidelity and is generally subject to an electronic approval process. You will be required to provide information specific to the hardship reason selected; you must retain documentation required to substantiate your hardship as the Plan reserves the right to request copies of such documentation. The minimum hardship withdrawal is \$500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs: (1) medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary beneficiary designated by you under the Plan; (6) to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income); or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

You are able to withdraw only your Employee Deferral Contributions (including both pretax and Roth deferral contributions) under this hardship withdrawal option.

B. Withdrawals After Age 59½

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested Account while you are still employed by your Employer.

C. Withdrawals After Age 72

Starting in the calendar year in which you reach age 72 (70½ if you reach age 70½ before January 1, 2020), you may elect to receive distributions calculated in the same manner as Minimum Required Distributions. For more information, refer to the paragraph so entitled under the Distributable Events subsection of this SPD's section on Distribution of Benefits below.

D. Withdrawals After Normal Retirement Age

You may elect to withdraw your vested Account balance after you reach the Plan's normal retirement age (age 60), or delay it until you retire.

E. Withdrawals of After-Tax Contributions

If you have previously made After-tax Contributions then you may elect to withdraw all or a portion of your contributions. There is no limit on the number of withdrawals of this type.

F. Withdrawals of Rollover Contributions

If you have a balance in your rollover contributions Account, you may elect to withdraw all or a portion of it. There is no limit on the number of withdrawals of this type.

G. Qualified Reservist Distribution

If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions during your active duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax. You may also elect to repay the distribution to an IRA within two years after the end of your active duty period.

H. Active Military Distribution

If you are performing Qualified Military Service for a period of greater than 30 days, you may elect to withdraw your Deferral Contributions, Qualified Matching Contributions and Qualified Nonelective Contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal penalty tax.

I. Roth In-Plan Conversion

You may elect to have certain vested assets held on an after-tax and pre-tax basis converted to be considered designated Roth contributions for Plan purposes. Only assets eligible for rollover distribution may be converted. Tax implications (including those triggered by early distribution) inherent to designated Roth balances, as well as any other restrictions on in-service withdrawals under the Plan, will apply to the converted assets.

J. Participant Loans

Loans from your vested Account balance shall be made available to all qualifying Participants on a reasonably equivalent basis. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account. You can obtain more information about loans in the Plan's Loan Procedures supplied by your Plan Administrator (which are attached at the end of this SPD).

VII. DISTRIBUTION OF BENEFITS

A. Eligibility For Benefits

A distribution can be made to you if you request one due to your disability, retirement or termination of employment from your Employer and any Related Employer. Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$1,000 or less in which case the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. If your vested Account balance exceeds \$1,000, you may delay your distribution until you are required by law to receive minimum required distributions. You will have a continuing election to request a distribution if you elect to postpone your distribution unless you are re-employed by your Employer or any Related Employer. Your consent will be required for any distribution if your vested Account balance is greater than \$1,000.

Prior to such distribution you still have the right to request that the amount be distributed directly to you in the form of a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity. Most distributions have been pre-approved by the Plan Administrator.

B. Distributable Events

You are eligible to request a distribution of your vested Account balance based on any of the following events:

1. Death

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. You may designate a Beneficiary or Beneficiaries online through the Fidelity website, however, if you are married and want to designate someone other than your spouse as your primary Beneficiary, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed by a Plan representative or a notary public. Alternatively, if you do not wish to designate your Beneficiary online, you may contact the Plan Administrator to obtain a paper designation of beneficiary form or by contacting Fidelity.

2. Disability

Under the Plan, you are disabled if you are determined to be disabled by a physician selected by the Plan Administrator.

You may request a distribution of your Account balance only if you terminate your employment with your Employer or Related Employer.

3. Retirement

You may take an early retirement distribution at or after age 55, but you must first terminate your employment with your Employer or Related Employer.

4. Minimum Required Distributions

You are required by law to receive a minimum required distribution from the Employer's Plan, unless you are a five percent owner of the Employer, no later than April 1 of the calendar year following the calendar year you turn 72 (70½ if you reach age 70½ before January 1, 2020) or terminate your employment, whichever is later. If you are a five percent owner of the Employer, you

must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn 72 (70½ if you reach age 70½ before January 1, 2020). Once you start receiving your minimum required distribution, you should receive it at least annually until all assets in your Account are distributed.

5. Termination of Employment

Generally, if you terminate your employment with your Employer and all Related Employers, you may elect to receive a distribution of your vested Account balance from the Plan.

6. Transfer to non-U.S. Lam Research Locations

You will be considered an Active participant in the plan subject to the same rules as an Active participant in the U.S. However, you will not be able to make deferral contributions.

C. Form of Payments

1. Lump Sum Distributions

Your entire vested Account balance will be paid to you in a single distribution or other distribution that you elect. If you are taking a distribution of your entire vested Account balance, you may elect to receive your entire vested Account balance in a combination of cash and, to the extent your Account is invested in company stock, an in-kind distribution of company stock. The taxable portion of your distribution will be subject to the mandatory 20% federal income tax withholding to the extent that cash is available. If you elect to receive your company stock in the form of an in-kind distribution, you may elect to receive the cash portion as a distribution or you may elect a direct rollover, or a combination of both. Direct rollovers are described below.

2. Non-rollover Distribution

Any distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

Subject to certain exceptions (for example, with respect to a distribution of excess Deferral Contributions to Highly Compensated Employees due to nondiscrimination test results), the entire amount of your Account under the Plan attributable to Roth contributions will be distributed to you free from Federal income tax (including the earnings portion) if the distribution occurs after the five taxable year period beginning with the first taxable year you made a designated Roth contribution to the Plan (or to a plan you previously participated in, if earlier, if amounts attributable to those previous Roth contributions were directly rolled over to this Plan), provided the distribution is also made:

- On or after you attain age 59 ½ or
- To your beneficiary (or estate) on or after your death; or
- Pursuant to your being disabled.

For example, if you made your first Roth contribution held within the Plan (or another qualified plan, as described in the Rollover Contributions section above) during July, 2012, attained age 59-1/2 on January 1, 2017 and were eligible for a distribution on January 3, 2017, the portion of your distribution attributable to Roth contributions would not be subject to Federal income tax upon distribution on January 3, 2017.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified Plan until those amounts are later distributed to you.

Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

3. Direct Rollover Distribution

As an alternative to a non-rollover distribution, you may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA or to your new employer's qualified plan if it accepts rollover contributions. Federal income taxes will not be withheld on any direct rollover distribution.

When you contact Fidelity to request a withdrawal, you will be asked whether you will be rolling over any part of your distribution. If you wish to have any part of your distribution rolled over to an IRA or another qualified plan, you will need to speak to a Fidelity representative.

- a. Rollover to Fidelity IRA** - You will be asked whether you have received a Fidelity Service for Exiting Employees ('SEE') Rollover IRA Kit. If you haven't received a SEE Kit, the Fidelity representative will send out one. Then, your rollover request will be entered on the system and will pend (for up to 90 days) until the Rollover IRA Account is set up. You must return the signed Rollover IRA application to Fidelity's Retail Customer Service Department (in Dallas, TX) in order to set up the Rollover IRA Account. Once the Rollover IRA account has been set up, your vested Account balance will be transferred to the Fidelity Rollover IRA.
- b. Rollover to Non-Fidelity IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee within the appropriate time frame (60 days).
- c. Rollover to your New Employer's Qualified Plan** – You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

4. Combination Non-rollover Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity. Any part of the distribution paid directly to you will be subject to the Federal income tax withholding rules referred to in subsection a) above and any direct rollover distribution will be made in accordance with section b) above. Your direct rollover distribution must be at least \$500.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's qualified Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of After-tax Contributions, the amount paid directly to you will be considered to consist completely of After-tax Contributions before any After-tax Contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details. If you decide to split a distribution into partially a cash distribution and partially a direct rollover distribution, the Plan rule providing that the amount directly rolled over must be at least \$500 is applied by treating any amount distributed that is attributable to Roth deferral contributions as a separate distribution from the remainder of the distribution, even if the amounts are distributed at the same time.

5. Installment Distributions

Your vested Account balance will be paid to you in substantially equal amounts over a period of time. You may elect annual or more frequent installments. You may elect to receive a lump sum

distribution after you start to receive installment distributions, by completing the appropriate documentation. The direct rollover distribution rules referred to in the lump sum distribution section also apply to installment distributions.

VIII. MISCELLANEOUS INFORMATION

A. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures either by accessing the qdro.fidelity.com website, or by calling Fidelity. A fee will be assessed for each new QDRO order, please reference the QDRO procedures documentation for a description of the fee.

C. Plan-to-Plan Transfer Of Assets

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account balance may not be decreased as a result of the transfer to another plan.

D. Plan Amendment

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan.

E. Plan Termination

The Plan Sponsor has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, with the approval of the Board of Directors. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee.

F. Interpretation of Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, disability, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's

interpretations and determinations are binding on all Participants, Employees, former Employees, and their Beneficiaries.

G. Electronic Delivery

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

IX. INTERNAL REVENUE CODE TESTS

A. Non-Discrimination Tests

The Plan must pass Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified Plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor of Highly Compensated Employees. In order to meet the tests, your Employer encourages participation from all eligible Employees. Depending upon the results of the tests, the Plan Administrator may have to refund Deferral Contributions contributed to the Plan and vested matching contributions to certain Highly Compensated Employees, as determined under Internal Revenue Service regulations. Deferral Contributions or matching contributions will be refunded to you from applicable investment options. You will be notified by the Plan Administrator if any of your contributions will be refunded to you.

In the event that the Plan Administrator distributes amounts attributable to excess Deferral Contributions to Highly Compensated Employees as a result of the non-discrimination test applicable to Deferral Contributions, a Highly Compensated Employee who made both pre-tax and Roth Deferral Contributions during the applicable year will first receive a return of amounts attributable to Pre-tax Deferral Contributions to the extent the Highly Compensated Employee made pre-tax Deferral Contributions during the applicable Plan Year. The remainder of any such distribution will come from amounts attributable to the Roth Deferral Contributions the Highly Compensated Employee made during the applicable Plan Year. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

B. Top Heavy Test

The Plan may be subject to the Internal Revenue Code "top-heavy" test. In that circumstance, the Plan Administrator tests this Plan, together with any other Employer-sponsored qualified plans that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another Employer sponsored plan, if you are employed as of Plan Year-end. You will be 100% vested in these contributions.

X. PARTICIPANT RIGHTS

A. Claims

1. Claims Procedures

A plan participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice

of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims – see the next paragraph.) In the event the claim is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

If your claim concerns disability benefits under the Plan, the Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If special circumstances require an extension of time to process your claim, the Plan Administrator must notify you before the end of the 45-day period that your claim may take up to 30 days longer to process. If special circumstances still prevent the resolution of your claim, the Plan Administrator may then only take up to another 30 days after giving you notice before the end of the original 30-day extension. If the Plan Administrator gives you notice that you need to provide additional information regarding your claim, you must do so within 45 days of that notice.

2. Review Procedures (For Appeal of an Adverse Benefit Determination)

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim (a different procedure applies for disability related claims – see the next paragraph) by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. (A different procedure applies for disability related claims – see the next paragraph.) In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

If your initial claim was for disability benefits under the Plan and has been denied by the Plan Administrator, you have 180 days from the date you receive notice of your denial in which to appeal that decision. Your review will be handled completely independently of the findings and decision made regarding your initial claim and will be processed by an individual who is not a subordinate of the individual who denied your initial claim. If your claim requires medical judgment, the individual handling your appeal will consult with a medical professional who was not consulted regarding your initial claim and who is not a subordinate of anyone consulted regarding your initial claim and

identify that medical professional to you. The Plan Administrator must notify you in writing within 45 days after you have filed your claim in order to deny it. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall notify you of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of your request for review by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review.

The Plan Administrator shall provide you with written notification of a plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by you – the specific reason or reasons for the adverse determinations, reference to the specific plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

B. Statement of ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

2. Prudent Actions by Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you, other Plan

Participants and Beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

4. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

C. When to Bring an Action in Court

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months after the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these timeframes, you will lose your right to bring the lawsuit at any later time.

XI. SERVICES AND FEES

Fees and expenses charged under your Account will impact your retirement savings, and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your

Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available, such as a Plan loan. For more information on fees associated with your Account, refer to your Account statement or speak with your Plan Administrator.

XII. LOAN PROCEDURES FOR Savings Plus Plan, Lam Research 401(k)

1. Loan Application

You may apply for a loan by contacting Fidelity. All loans (except loans for the purchase of a principal residence) have been pre-approved by the Plan Administrator based on the criteria outlined in the Plan's loan procedures. Loans will be allowed for any purpose. A loan set up fee of \$50 will be deducted from your Account for each new loan processed.

2. Loan Amount

The minimum loan is \$1,000 and the maximum amount is the lesser of one-half of your vested Account balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer or a Related Employer will be considered for purposes of determining the maximum amount of your loan. Up to 50% of your vested Account balance may be used as collateral for any loan.

3. Number of Loans

You may only have 3 loans outstanding at any given time. You may not refinance an existing loan or obtain an additional loan for the purpose of paying off an existing loan.

4. Interest Rate

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

5. Loan Repayments and Loan Maturity

All loans must be repaid in level payments through after-tax payroll deductions on at least a quarterly basis over a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 15 years from the date of the loan. If repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

6. Default or Termination of Employment

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default, death or disability, the entire outstanding

principal and accrued interest shall be immediately due and payable. If you terminate your employment, you may continue to repay your loan. However, if your termination of employment results from a corporate action on the part of your employer and you remain performing the same job after that corporate action, within 60 days of your termination of employment you may request that the Plan Administrator roll over your loan to your new employer's retirement plan (if such new plan will accept your loan roll over). Unless you roll over your loan, any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.