

**AIRBUS SUPPLEMENTAL PENSION PLAN A  
(As Amended Effective June 1, 2002)**

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## AIRBUS SUPPLEMENTAL PENSION PLAN A

### ARTICLE I PURPOSE

**Section 1.1 Purpose.** The purpose of this Plan, formerly called the Airbus Supplemental Pension Plan, is to provide a select group of management or highly-compensated employees of Airbus North America Holdings, Inc. (the “Company”) and certain companies affiliated with the Company with supplemental pension benefits.

**Section 1.2 Compliance.** This Plan is intended to be an unfunded plan for purposes of the Code and Title I of ERISA. This plan is also intended to be an unfunded “top-hat” plan maintained primarily for a select group of management or highly-compensated employees under ERISA Section 201(2), 301(a)(3), and 401(a)(1), and therefore is not subject to participation and vesting, funding and fiduciary requirements under ERISA.

**Section 1.3 Amended Plan.** This Plan and the Airbus Supplemental Pension Plan B provide the benefits which were payable under this Plan immediately before the Amendment Date. After the Amendment Date, benefits payable under this Plan shall be limited to those benefits described in Section 114(b)(1)(I)(ii) of Title 4 of the United States Code.

### ARTICLE II DEFINITIONS

As used in this Plan the following terms shall have the following meanings:

**Section 2.1 “401(k) Plan”** means the Airbus 401(k) Plan.

**Section 2.2 “Administrator”** means an individual or a committee appointed by the Board of Directors of the Company pursuant to ARTICLE VIII to administer the plan.

**Section 2.3 “Affiliated Employer”** means an employer, whether or not incorporated, that is either a parent or subsidiary company with respect to the Company.

**Section 2.4 “Amendment Date”** means June 1, 2002.

**Section 2.5 “Beneficiary”** means the person (or persons) designated by a Participant as beneficiary under the MPPP. If the Participant has received a distribution of the Participant’s interest in the MPPP and, consequently, is no longer eligible to participate in the MPPP, Beneficiary means the person (or persons) designated by a Participant in accordance with procedures established by the Administrator to receive

the Participant's benefits in the event of the Participant's death. If no beneficiary is so designated or if such designation is invalid or ineffective, the Participant's Beneficiary shall be the Participant's surviving spouse, and if none, then the Participant's estate.

**Section 2.6 "Code"** means the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

**Section 2.7 "Company"** means Airbus North America Holdings, Inc.

**Section 2.8 "Compensation"**

means compensation as defined in the MPPP determined (a) without regard to limitations on compensation provided in the MPPP in order to comply with Section 401(a)(17) of the Code, (b) as if the Participant is eligible to participate in the MPPP and (c) as if the entry date under the MPPP was the first day of a Participant's employment with a Participating Employer.

**Section 2.9 "Effective Date"** means January 1, 1995.

**Section 2.10 "Employer Contribution"** means an amount credited to a Participant's Supplemental Pension Account under Section 4.2 of the Plan. Employer Contributions are only bookkeeping amounts with no corresponding cash funding.

**Section 2.11 "ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

**Section 2.12 "MPPP"** means the Airbus Money Purchase Pension Plan.

**Section 2.13 "Participant"** means an employee of a Participating Employer who is eligible to participate in the Plan pursuant to Section 3.1 and who has had or is entitled to receive an amount credited to his or her Supplemental Pension Account under the Plan.

**Section 2.14 "Participating Employer"** means Airbus North America Holdings, Inc., and any other Affiliate that has elected to participate in the Plan with the consent of the Company. The participating Employers are listed in Appendix A.

**Section 2.15 "Plan"** means this Airbus Supplemental Pension Plan A.

**Section 2.16 "Plan Year"** means the 12-month period beginning January 1 and ending December 31 of each year.

**Section 2.17 "Qualified Plans"** means the 401(k) Plan and the MPPP.

**Section 2.18 "Review Committee"** means a Committee appointed by the Board of Directors of the Company pursuant to Section 8.3 to review claims for benefits.

**Section 2.19 “Supplemental Pension Account A”** means the accounts or accounting entries (including sub-accounts) that signify the amount of the Participant’s supplemental pension benefit under the Plan.

**Section 2.20 “Termination of Employment”** means a Participant’s severance of the employer-employee relationship with the Participating Employer for any reason, provided that the Participant is not employed or reemployed by the Participating Employer or an Affiliated Employer.

### **ARTICLE III EMPLOYEES ELIGIBLE TO PARTICIPATE**

**Section 3.1 Eligibility.** An employee of a Participating Employer is eligible to participate in the Plan if the employee has met the eligibility requirements to be a participant in the MPPP and such employee’s Compensation for a Plan Year exceeds the maximum amount permitted to be taken into account under Section 401(a)(17) of the Code. Since the eligibility of employees is governed by participation in the MPPP, the eligibility of terminated and rehired Participants is governed by the participation rules of the MPPP.

**Section 3.2 Participation.** Each employee who satisfies the eligibility requirements under Section 3.1 and who is employed on or after the Effective Date becomes a Participant as of the date such employee is entitled to have Employer Contributions credited to his or her Supplemental Pension Account A. An individual ceases to be a Participant upon payment of the balance of the Participant’s Supplemental Pension Account A.

### **ARTICLE IV ADJUSTMENTS TO SUPPLEMENTAL PENSION ACCOUNTS**

**Section 4.1 Accounts.** Separate accounts to which Employer Contributions and deemed earnings are credited will be established and maintained for each Participant. The Administrator may also maintain such sub-accounts as the Administrator determines are necessary to administer the Plan.

**Section 4.2 Employer Contributions.** Each employee of a Participating Employer who has met the eligibility requirements of Section 3.1 shall have his or her Supplemental Pension Account A credited with an Employer Contribution. The amount of Employer Contribution credited to the Participant’s Supplemental Pension Account A for the Plan Year shall be the excess, if any, of (a) the total amount of employer-funded contributions that the Participant would have received under the Qualified Plans during the Plan Year if the Qualified Plans did not exclude earnings in excess of the dollar limitation under Code Section 401(a)(17), over (b) the actual amount of employer-funded contributions which were allocated to the Participant’s accounts under the Qualified Plans. Such amount shall be credited to the Participant’s Supplemental Pension Account A as of the last day of such Plan Year. In the event Participant’s employment with the Participating Employer is terminated prior to the end of a Plan

Year, the Participant's Supplemental Pension Account A shall, as of the date of the Participant's termination of employment, be credited with the Employer Contribution to which he or she is entitled for such Plan Year, if any.

**Section 4.3 Deemed Earnings.** Subject to the provisions of Section 6.2 below, the balance of each Participant's Supplemental Pension Account A shall be adjusted annually at the end of each Plan Year to reflect deemed interest at the rate of eight (8) percent per annum, compounded annually. In the case of a Participant or Beneficiary who becomes entitled to payment of the amount credited to a Supplemental Pension Account A on a date other than the last day of the Plan Year, the Administrator shall adjust such Supplemental Pension Account A to reflect deemed interest for the partial year. Notwithstanding the preceding sentence, the Administrator is not required to adjust a Supplemental Pension Account A for the period between the last deemed interest adjustment date and the date of distribution of such Supplemental Pension Account A; provided that such period of time is not more than forty-five (45) days.

**Section 4.4 Transition Rule for Participant Investment Direction.**

Notwithstanding Section 4.3 above, until December 31, 2002, deemed earnings on any Supplemental Pension Account established before the Amendment Date shall be determined in accordance with the provisions of the Plan in effect immediately before the Amendment Date. On the Amendment Date, each such Supplemental Pension Account shall become a Supplemental Pension Account A. Effective January 1, 2003, deemed earnings on each Supplemental Pension Account A shall be determined in accordance with the provisions of Section 4.3 of this Plan.

**Section 4.5 Statements.** As soon as reasonably possible after the end of each Plan Year, each Participant will be provided with a statement of the amount of Employer Contribution credited to his or her Supplemental Pension Account A, and the amount of deemed earnings credited to his or her Supplemental Pension Account A as of the last day of the Plan Year.

**ARTICLE V  
VESTING**

**Section 5.1 Vesting.** A Participant is fully vested at all times in one hundred percent (100%) of the Participant's Supplemental Pension Account A.

**ARTICLE VI  
PAYMENT OF BENEFIT**

**Section 6.1 Distribution.** Distributions from the Participant's Supplemental Pension Account A will commence as soon as administratively practicable after January 1<sup>st</sup> of the year following the year in which the Participant's Termination of Employment occurs, and shall be made in the payment form elected under Section 6.2. In the event of a Participant's death, the Participant's Supplemental Pension Account A balance will be paid in a single sum cash payment to the Participant's Beneficiary.

**Section 6.2 Payment Form.** A Participant's Supplemental Pension Account A balance will be distributed as selected by the Participant. The distribution forms amongst which a Participant may elect are as follows:

(a) a single sum cash payment as soon as practicable during the first Plan Year beginning after the Participant's Termination of Employment; or

(b) a series of between one (1) to five (5) annual installments with the first payment due as soon as practicable during the first Plan Year beginning after the Participant's Termination of Employment. In the case of a Supplemental Pension Account A payable in up to five (5) annual installments, the Participant's Supplemental Pension Account A will, after the first annual installment, be credited with an earnings rate of five (5) percent per annum, compounded annually.

(c) The Participant must elect a single form of payment which will apply to the Participant's entire Supplemental Pension Account A. Such election must be made at the time a Participant initially becomes eligible to participate under the Plan. If a participant does not have a payment election form on file with the Administrator at such time, distribution of his or her account shall be in the form of a lump sum cash payment. The Participant's election is irrevocable, provided, however, that a Participant may change an existing distribution election within the first six (6) months after the Amendment Date but such amended election shall only take effect if the electing Participant remains employed by a Participating Employer for at least three (3) months following the date the amended election is made, unless the Participant's termination of employment is due to the death of the Participant or the Participant is subject to an agreement regarding the Participant's termination of employment as of the Amendment Date.

**Section 6.3 Taxes.** The amount of any taxes required to be withheld from a Participant's distribution by any federal, state, or local government shall be deducted from the distribution. The Participant shall bear any and all federal, state, or local or other taxes imposed on amounts distributed under the Plan. Neither the Company or any other Participating Employer represents or guarantees that any particular federal or state, income, payroll, personal property or other tax consequences will result from participating in the Plan. The Participant shall also bear the Participant's share of all withholding and payroll taxes resulting from contributions to his or her Supplemental Pension Account A (including earnings) and the Participating Employer may deduct such amounts from any other compensation payable by the Participating Employer to such Participant.

## **ARTICLE VII LIMITED RIGHTS**

**Section 7.1 Contractual Right Against Employer Only.** This Plan establishes and vests in each Participant a contractual right to the benefits to which the Participant is entitled under the Plan which is enforceable by the Participant or the Participant's Beneficiary against only the Participating Employer who employed the Participant.

**Section 7.2 No Assignment.** The right of a Participant (or Beneficiary, as the case may be) to receive any benefits under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, or charge and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, levy or charge the same shall be void, except that the right to receive benefits is transferable by the laws of descent and distribution.

**Section 7.3 Unsecured Claim.** Notwithstanding any provision of the Plan to the contrary, the right of any Participant or Beneficiary to receive any benefits under the Plan shall be an unsecured claim against the general assets of the Participating Employer who employed the participant, and the Plan does not entitle a Participant or Beneficiary to greater priority than any general creditor of the Participating Employer. Further, neither the Company nor any other Participating Employer shall have any duty whatsoever to purchase any assets for purposes of providing benefits under the Plan, and any assets which may be set aside for accounting purposes shall not in any way be held in trust for, or be subject to, any prior claims by the Participant or Beneficiary.

## **ARTICLE VIII ADMINISTRATION**

**Section 8.1 Authority of Administrator.** The Plan shall be administered by the Administrator. The Board of Directors of the Company shall appoint one or more individuals to serve until their resignation, death or removal. The Administrator shall have authority to make all determinations required under the Plan, to interpret the Plan, to decide all questions of fact arising under the Plan, to formulate rules and regulations covering the operation of the Plan, and to make all other determinations necessary or desirable in the administration of the Plan. The Administrator may delegate any part of, or all of, its authority. The decision of the Administrator on any questions concerning or involving the interpretation or administration of the Plan shall be final and conclusive. Notwithstanding any other provision of the Plan, a Participant may not participate in any action or make any determination regarding such Participant's rights under the Plan.

**Section 8.2 Claims Procedures.** A claim for benefits under the Plan shall be made in writing on a claim form and in accordance with procedures established by the Administrator. Upon request, the Administrator shall make available copies of any claim forms or instructions or advise the claimant where such forms or instructions may be obtained. If the Administrator denies all or any part of a claim, the Administrator will provide a written notice within ninety (90) days after the receipt of the claim setting forth in a manner calculated to be understood by the claimant (a) the specific reason or reasons for the denial; (b) specific reference to the provisions of the Plan or any agreement entered into between the Participant and the Company or Participating Employer upon which the denial is based; (c) description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (d) the steps to be taken by a claimant to request a review of the denial of the claim.

**Section 8.3 Review Procedure.** If a claim is denied and a review is desired, the claimant shall notify the Administrator in writing within sixty (60) days after receipt by the claimant of the notice of the denial. The Board of Directors of the Company shall appoint a committee of three or more individuals to serve as the Review Committee. In requesting a review, the claimant may review the Plan or any documents relating to the Plan and submit any written issues and comments the claimant feels are appropriate. In its sole discretion, the Review Committee shall then review the claim and provide a written decision within sixty (60) days. If special circumstances warrant additional time, the Review Committee's decision will be rendered as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review. Written notice of any extension of time will be furnished to the claimant no later than sixty (60) days after receipt of the request for review. The Review Committee's decision upon review shall state the specific reasons for the decision, include reference to specific provision of the Plan or any documents relating to the Plan upon which the decision is based, and shall be written in a manner calculated to be understood by the claimant. If a decision on the review is not furnished to the claimant within the time limits prescribed above, the claim will be deemed denied on review.

**Section 8.4 Liability.** No member of the Administrator or the Review Committee shall be liable for any action, determination or omission of any other member of the Administrator or the Review Committee or for any action, determination or omission on such member's own part, including, but not limited to, the exercise of any power or discretion given to such member of the Plan, except those resulting from the member's gross negligence or willful misconduct. For this purpose, no action taken in good faith shall constitute gross negligence or willful misconduct.

**Section 8.5 Indemnification.** Each member of the Administrator and the Review Committee shall be indemnified and held harmless by the Company and each of the Participating Employers for all loss liabilities, costs and expenses including the amount of judgments and the amount of approved settlements made with a view to the curtailment of costs of litigation, (other than amounts paid to the Company itself) reasonably incurred by such individual in connection with or arising out of any action, suit, or proceeding regarding administration of the Plan in which such individual may be involved by reason of being or having been a member of the Administrator or Review Committee, whether or not he continues to be a member of the Administrator or Review Committee at the time of incurring such loss, liabilities, costs and expenses. Notwithstanding any of the foregoing, no member of the Administrator or Review Committee shall be entitled to such indemnification from the Company or a Participating Employer for any loss, liabilities, costs and expenses incurred (a) in respect of matters as to which such individual shall be finally adjudged in any such action, suit or proceeding to have been guilty of neglect or dereliction of his duty as such member of the Administrator or Review Committee, or (b) in respect of any matter in which any settlement is affected, in an amount in excess of the amount approved by the Company on the advice of its legal counsel. Moreover, no right of indemnification under the provisions set forth herein shall be available to or enforceable against the Company or a Participating Employer unless, within sixty (60) days after institution of any such action, suit or proceeding, the individual requesting indemnification shall have offered the

Company, in writing, the opportunity to handle and defend the same at its own expense. The foregoing right of indemnification shall inure to the benefit of the heirs, executors or administrators of each such member of the Administrator or Review Committee and shall be in addition to all other rights to which such member of the Administrator or Review Committee may be entitled as a matter of law, contract or otherwise.

## **ARTICLE IX AMENDMENT AND TERMINATION**

**Section 9.1 Amendment and Termination.** The Plan may be amended, modified or terminated by the Company at any time. Notwithstanding the previous sentence, no amendment, modification or termination will reduce the benefits that would have been distributed under ARTICLE VI if benefits were distributed immediately before the Plan's amendment, modification or termination. An amendment to the Plan may cease future contributions to the Plan. In connection with a termination of the Plan, the Company, without the consent of any Participant or Beneficiary, may cause the timing of distributions under the Plan to be accelerated. The form of a proper amendment, modification, or termination of the Plan shall be a written instrument signed by a duly authorized officer of the Company certifying that the instrument has been approved by the Company.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1 No Contract of Employment.** Nothing in this Plan shall be construed as a contract of employment between the Company, the Participating Employer or any Affiliated Employer and any person. Nothing in this Plan shall be deemed to constitute a contract for services between the Company, the Participating Employer or any Affiliated Employer and any person, and nothing contained in this Plan shall be deemed to give the Participant any right to continue furnishing services to the Company, the Participating Employer or any Affiliated Employer or give the Company, the Participating Employer or any Affiliated Employer any right to demand such services. Nothing in this Plan shall be construed as a limitation of the right of the Company, the Participating Employer or an Affiliated Employer to terminate a Participant with or without cause.

**Section 10.2 Binding Effect.** The Plan shall be binding upon the Company and the Participating Employers, their successors and assigns, and upon the Participant, the Participant's spouse, Beneficiary, and heirs, legatees, executors and personal or legal representative.

**Section 10.3 Gender and Headings.** Any masculine pronoun shall include the feminine and the singular shall include the plural and vice versa. The headings in this Plan are for convenience of reference only and are to be ignored in construing the Plan.

**Section 10.4 Payment to Minors or Incompetents.** In the event that at any time any payment is to be made hereunder to a person who is a minor, under legal

disability (including legal minority) or whose mental or physical health is then such that, in the sole opinion of the Administrator, the interests of such person may be best served by providing disbursement on behalf of such person through other channels, in whole or in part, rather than directly to such person, the Administrator may, in its sole discretion, cause the Participating Employer to make payments, from time to time, in any one or more of the following ways, (irrespective of the existence of a legal representative of such person): (a) directly to such person, (b) to the legal representative of such person, (c) to a relative of such person to be expended for the benefit of such person, (d) to a trustee of a trust (testamentary or inter vivos) under which such person is a beneficiary, (e) to an individual or institution having the legal custody of such person, to be expended by such individual or institution having the legal custody of such person for the benefit of such person, or (f) to a custodian under any Uniform Gifts to Minors Act. Such payment shall completely discharge the Administrator and the Participating Employers from all liability with respect to such benefit.

**Section 10.5 Severability.** If any provision of this Plan is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the remaining provisions of this Plan, and such provisions shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been inserted in the Plan.

**Section 10.6 Governing Law.** The Plan shall be governed by the laws of the Commonwealth of Virginia except to the extent preempted by federal law.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly-authorized officer, as of this \_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:

Airbus North America Holdings, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_