Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

JON HOAK, ANTHONY FANO, and ALLAN QUICK, on behalf of themselves and all those similarly situated,

Plaintiffs,

v.

ANDREA LEDFORD; COMPENSATION AND HUMAN RESOURCE COMMITTEE OF NCR CORPORATION BOARD OF DIRECTORS; NCR CORPORATION; and the PLAN ADMINISTRATOR OF THE PLANS OF NCR CORPORATION,

Defendants.

Civil Action File

No. _____

CLASS ACTION COMPLAINT

SUMMARY OF CLAIMS

1. This class action is brought on behalf of participants in defendant NCR Corporation's ("NCR") nonqualified retirement plans. NCR sponsored several non-qualified retirement plans that promised executives they would receive monthly or bi-weekly payments for the remainder of their lives when they retired from NCR. To protect the participants' retirement benefits, the NCR Board of

Directors agreed to establish Trusts controlled by an independent Trustee if there was any change or potential change in control of NCR.

2. In 1991, AT&T Corporation tendered an offer to purchase NCR. The NCR Board therefore created the Trusts and appointed a Trustee to protect participants' rights to their retirement benefits. Under new management, NCR later decided it was in the company's best interest to terminate the non-qualified plans, stop making annuity payments, and to make single lump sum payments to all participants in the non-qualified plans. To accomplish this goal, NCR amended the plans, secretly terminated the trusts, and replaced the plans' trustee with an NCR executive. NCR then terminated the plans and improperly calculated the amounts it owed to participants.

3. The plans provided that any lump sum payments would be "actuarially equivalent" to the annuities promised in the plans. Rather than pay participants an amount that was actuarially equivalent to the annuities, NCR discounted the payments by NCR's cost of borrowing. As a result, the lump sums NCR paid to participants were nowhere near the actuarial equivalent of the annuities promised in the plans. NCR also changed the definition of "Eligible Spouse" under the plans to eliminate the accrued benefits of spouses who were married to participants when they retired but who later divorced.

4. If this conduct is allowed to stand, employees who worked for years based on the contractual promises of a secure retirement and their former spouses will receive significantly less than what they were promised in the plans.

5. As set forth below, the Court should:

(a) Certify this case as a class action under Fed. R. Civ. P. 23(b)(1) and (b)(2);

(b) Declare that NCR breached its agreements with plaintiffs by terminating the trusts and eliminating the trustee as the final arbiter of claims for benefits;

(c) Declare that NCR's use of a flat 5% discount rate to discount the value of participants' and spouses' benefits was contrary to the plans and unreasonable;

(d) Declare that NCR's interpretation of the terms "Spouse" and "Eligible Spouse" is contrary to the plans and unreasonable;

(e) Declare that the plans required NCR to pay participants and spouses lump sums calculated using the applicable discount rates under § 417(e) of the IRS Code;

(f) Order NCR to pay participants and their eligible spouses a lump sum reflecting the difference between what NCR has already paid and what they are required to pay under the Court's declarations; and

(g) Order NCR to pay plaintiff's attorneys' fees and costs under the terms of the plans.

FACTUAL ALLEGATIONS

A. JURISDICTION AND VENUE

6. Defendant NCR Corporation is a Fortune 500 multi-national company. Its world headquarters is currently at 3097 Satellite Blvd., Duluth, Georgia 30096.

7. Defendant Andrea Ledford is Senior Vice President and Chief Human Resources Officer of NCR Corporation. On October 23, 2012, the Compensation and Human Resource Committee of the Board of Directors of NCR Corporation delegated its authority to amend the plans to her. She is a resident of New York, New York.

8. Defendant Compensation and Human Resource Committee of the Board of Directors of NCR Corporation generally serves as the Plan Administrator for all of NCR's retirement Plans. It is located at 3097 Satellite Blvd., Duluth, Georgia 30096. The Committee is composed of Linda Fayne Levinson (Chair), Edward P. Boykin, Gary J. Daichendt and Richard T. (Mick) McGuire.

9. Plaintiff Anthony Fano is a participant in the NCR Senior Executive Retirement, Death and Disability Plan. He is a resident of Florida.

10. Plaintiff Jon Hoak is a participant in the Retirement Plan for Officers of NCR, the NCR Nonqualified Excess Plan, the NCR Mid-Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. He is a resident of California.

11. Plaintiff Allan Quick is a participant in the NCR Senior Executive Retirement, Death and Disability Plan. He is a resident of South Carolina.

12. The plans are "employee pension benefit plans" and plaintiffs' claims "relate to" a "plan under ERISA." 29 U.S.C. §§ 1001 and 1002. Consequently, this Court has federal question jurisdiction over the claims asserted herein under 29 U.S.C. § 1132(e). In addition, this Court has subject matter jurisdiction pursuant to the general jurisdictional statute of "civil actions arising under the . . . laws . . . of the United States." 28 U.S.C. § 1331.

13. Pursuant to 29 U.S.C. § 1132(e), venue for this action is proper in the Northern District of Georgia because such action may be brought in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found.

14. Venue and jurisdiction are also proper under the terms of the plans, which were amended to require any claim brought in connection with the plans to be filed in the U.S. District Court for the Northern District of Georgia.

B. THE PLANS

15. NCR sponsored an IRS qualified retirement plan ("the NCR Pension Plan") and several nonqualified, so-called "top hat" retirement plans: the NCR Senior Executive Retirement, Death and Disability Plan ("Senior Executive Plan"); the Retirement Plan for Officers of NCR ("Plan for Officers"); the NCR Nonqualified Excess Plan ("Excess Plan"); the NCR Mid-Career Hire Supplemental Pension Plan ("Mid-Career Plan"); the NCR Supplemental Pension Plan for AT&T Transfers ("AT&T Transfer Plan"); and the NCR Officer Plan ("Officer Plan") – collectively referred to as "the nonqualified plans."

16. The nonqualified plans are "employee pension benefit plans" under ERISA § 3(2), 29 U.S.C. § 1002(2); but they are "nonqualified" under IRS Code § 401(a), 26 U.S.C. § 401(a)(2), in that employers are not entitled to a special tax deduction for the amounts paid to the participants.

17. The nonqualified plans, working in tandem with each other and the qualified NCR Pension Plan, promised corporate officers, senior executives and other key personnel that when they retired from NCR, they would receive

retirement annuities for the remainder of their natural lives, paid bi-weekly or monthly, based on their compensation and years of service, and without regard to the annual benefit limitations imposed on IRS qualified plans.

18. NCR promised the benefits in the nonqualified plans to attract and retain executives of superior ability, industry and loyalty.

19. The nonqualified plans, like the NCR Pension Plan, promised participants that if they pre-decease the persons to whom they are married when they began receiving retirement benefits, those spouses would be entitled to receive a portion of the participants' annuities for the remainder of the spouses' natural lives (so-called "joint and survivor annuities"). See Plan for Officers, Art. I, at the 2013 Restatement, attached hereto as Exhibit A ("'Spouse' means the spouse of a Participant who was legally married to the Participant on the date payment of the Participant's benefits commence hereunder."); Senior Executive Plan, Art. I, at the 2013 Restatement, attached hereto as Exhibit B ("'Eligible Spouse' means the spouse to whom the Participant is married on the date the Participant's benefit payments under the Plan commence."); NCR Pension Plan, Art. V, § 5.1(a), attached hereto as Exhibit C (requiring joint and survivor annuity to be paid to person to whom participant is married "on the date his benefit payments commence").

20. An essential feature and purpose of the nonqualified plans is to defer taxation on participants' and beneficiaries' retirement income until the money is paid, in bi-weekly or monthly payments, after retirement, when participants are likely to be in a lower tax bracket.

21. In the event that NCR paid participants their pensions in a single lump sum, the nonqualified plans required NCR to determine the "actuarial equival[ence]" of such lump sums by reference to the actuarial assumptions in the qualified NCR Pension Plan. See Ex. A, Plan for Officers, 2008, Art. VII, §§ (2)(b) and (3) (both requiring "actuarial equival[ence]" to be "determined using the actuarial assumptions of the [NCR] Pension Plan"); Excess Plan, 2008, Art. IV, §§ 4.1(b)(ii) and 4.2, attached hereto as Exhibit D (same; and also requiring that benefits under the plan "shall be paid at the same time and in the same form as the [ ] benefit under the [NCR] Pension Plan"); Mid-Career Plan, 2008, Art. IV, §§ 4.1(b)(ii) and 4.2, attached hereto as Exhibit E (same); Officer Plan, 2008, Art. IV, §§ 4.1(b) and 4.2, attached hereto as Exhibit F (same); AT&T Transfer Plan, 2008, Art. IV, §§ 4.1(b)(ii) and 4.2, attached hereto as Exhibit G (same). See also Administrative Rules for the NCR Plans, attached hereto as Exhibit H, § 10.

22. The NCR Pension Plan required actuarial equivalence between forms of payments, including lump sums, to be determined using the IRS § 417(e)

interest rates and mortality tables. See Ex. C, NCR Pension Plan, Art. I, § 1.2 ("conversions between life annuities and lump sum benefits will be determined using the PensionPlus Assumptions in Section 3.4(b)"), Art. III, § 3.4(b) (defining the actuarial assumptions to be used as "the Applicable Interest Rate" and "Applicable Mortality Table" "as defined in Section 417(e) of the Code"), Art. V, § 5.1(a) (requiring actuarial equivalence of joint and survivor annuity to be calculated using § 417(e) assumptions).

23. The plans prohibited amending or terminating the plans if such actions would "adversely affect" any participant's or spouse's "accrued benefits" or other "benefit" under the plans. See Ex. A, Plan for Officers, Art. XI ("no such action shall adversely affect any Participant's, former Participant's or Spouse's accrued benefits prior to such action."); Ex. B, Senior Executive Plan, Art. XII (same); Ex. E, Mid-Career Plan, Art. VII, § 7.1 ("no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan"); Ex. G, AT&T Transfer Plan, Art. VII, § 7.1 (same); Ex. D, Excess Plan, Art. VII, § 7.1 ("no such action shall adversely affect the right of any Participant (or Beneficiary) to a benefit to which he or she has become entitled pursuant to this Plan"); Ex. F, Officer Plan, Art. VII, § 7.1 ("no such action shall

adversely affect the right of any Participant or surviving spouse to a benefit to which he or she has become entitled pursuant to this Plan").

24. The plans, without any limitations on venue, originally specified that Ohio law would govern disputes over the agreement. Ex. B, Senior Executive Plan, Art. XIV, § 2; Ex. A, Plan for Officers, Art. XII, § 2; Ex. D, Excess Plan, Art. VIII, § 8.1; Ex. E, Mid-Career Plan, Art. VIII, § 8.1; Ex. G, AT&T Transfer Plan, Art. VIII, § 8.1; Ex. F, Officer Plan, Art. IX, § 8.1.

25. The plaintiffs and all proposed class members fulfilled all their obligations to NCR and have satisfied all requirements for them to be entitled to the retirement income promised under the qualified and nonqualified plans.

D. SPECIAL PROTECTIONS IN THE PLAN FOR OFFICERS AND SENIOR EXECUTIVE PLAN

26. The Plan for Officers and Senior Executive Plan provided special protections to participants in the event of a "change in control" of NCR. See Ex. B, Senior Executive Plan, 1991, Art. XIII; Ex. A, Plan for Officers, 1996, Art. XI.

27. If there was a potential or actual change in control, the Plan for Officers and Senior Executive Plan required the Board of Directors, unless it determined otherwise in writing, to "cause[ ] the creation and funding of a trust (the "Trust") to meet the obligations under the Plan" and appoint a Trustee to

control those assets. Ex. B, Senior Executive Plan, 1991, Art. XIII, § 1; Ex. A, Plan for Officers, 1996, Appendix A, § 2.

28. The Plans gave final control over the disbursement of the Trusts' assets to the Trustee. Ex. B, Senior Executive Plan, 1991, Art. XIII, § 1; Ex. A, Plan for Officers, 1996, Appendix A, § 2.

29. NCR agreed that the Trustee, not NCR, would make final and binding determinations on any benefit appeals; that the Trustee would make a *de novo* review of claims, with NCR bearing the burden to justify any denial of benefits. See Ex. A, Plan for Officers, 1996, Appendix A, §§ 3.2-3.3 ("The burden of proof shall be upon NCR to establish its basis for the denial. . . . The Trustee shall make a de novo review. . . . Its determination shall be final, conclusive and binding upon the Company and the Claimant."); Ex. B, Senior Executive Plan, 1991, Art. XIV, § 3(B)-(C) (same).

30. NCR also agreed to pay "all legal fees and expenses reasonably incurred by the Participant," unless "a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith." Ex. B, Senior Executive Plan, 1991, Art. XIV, § 3; Ex. A, Plan for Officers, 1996, Appendix A, § 3 (same).

31. In short, the Plan for Officers and Senior Executive Plan provided that after a change in control, NCR would: (a) place the funds to pay the participants' benefits in a Trust, (b) appoint a Trustee to independently hold and manage Trust assets, (c) create an open and fair process for determining appeals, (d) give the Trustee power to make final decisions on claims, (e) pay participants' reasonable attorneys' fees and costs unless a court determines their claims to be made in bad faith, and (f) provide participants open access to state and federal courts, with the only proviso being that the laws of Ohio, where NCR was then headquartered, would govern.

32. In November 1991, after AT&T tendered an offer for NCR, NCR established trusts for the purpose of securing benefits under the Plan for Officers and Senior Executive Plan, and notified participants of the same.

33. The Trustee for the Trusts was Bank One Dayton, NA, located in Kettering Tower, Dayton, OH 45401, which has since been acquired by JPMorgan Chase Bank, N.A., which still operates out of the Kettering Tower in Dayton.

34. AT&T then acquired NCR.

E. NCR REPLACES THE BOARD OF DIRECTORS WITH COMPANY EXECUTIVES AND THEN SECRETLY ELIMINATES THE TRUSTS AND TRUSTEE

35. The Plan for Officers and Senior Executive Plan made the NCR Board of Directors the Plan Administrator. Ex. B, Senior Executive Plan, 1991, Art. II and Art. XII; Ex. A, Plan for Officers, 1991, Art. III and Art. XI.

36. The Company (NCR) was the Plan Administrator and had authority to amend the Excess Plan (1996, Art. VI), the Mid-Career Plan (1997, Art. VI), AT&T Transfer Plan (2008, Art. VI), and the Officer Plan (2008, Art. VI).

37. Under the Plan for Officers and the Senior Executive Plan, only the Committee, defined as the NCR Board of Directors, had authority "to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable." Ex. B, Senior Executive Plan, 1991, Art. II; Ex. A, Plan for Officers, 1991, Art. III.

38. Under the Plan for Officers and the Senior Executive Plan, only the Committee, defined as the NCR Board of Directors, had authority to "amend or modify" or to "terminate or repeal" the Plans, "provided, however, that no such action shall adversely affect any Participant's, former Participant's or Spouse's

accrued benefits . . . .” Ex. B, Senior Executive Plan, 1991, Art. XII; Ex. A, Plan for Officers, 1991, Art. XI.

39. On or about October 23, 2012, the Company (NCR) – not the Board of Directors – issued what purported to be the “Amended and Restated” Plan for Officers and Senior Executive Plan, whose effective date was December 31, 2008. See Ex. B, Senior Executive Plan, 2008, at 11 (“the Company has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.”); Ex. A, Plan for Officers, 2008, at 11 (same).

40. Under the 2008 Restated Plans, the “Committee,” previously defined as the “Board of Directors,” was amended to be the “Compensation and Human Resource Committee of the Board of Directors,” unless there is no such committee, in which case the Committee is the Board of Directors. See Ex. B, Senior Executive Plan, 2008, Arts. I and III; Ex. A, Plan for Officers, 2008, Art. I.

41. The 2008 amended and restated Senior Executive Plan eliminates the first sentences of Article VII and Article IX of the 1991 Senior Executive Plan, which both provided that “In the event of a Change in Control of NCR, the provisions of this Article VII shall be, in all respects, subject to Article XIII and, in the event of any conflict between the terms of Article XIII and any other terms of the Plan, the terms of Article XIII shall prevail and supersede any such other

terms." *Compare* Ex. B, Senior Executive Plan Art. VII and IX in 1991 *with* 2008 Restated Plan.

42. The 2008 amended and restated Plan for Officers and Senior Executive Plan both eliminate the requirement that the Committee establish and fund a Trust.

43. On October 23, 2012, the Compensation Committee also delegated the authority to amend the Plans to the Senior Vice President and Chief Human Resources Officer, Andrea Ledford, who was given "authority to authorize, approve, adopt and execute any amendment to [the Plan] with respect to its provisions for Plan administration, benefit claims or appeals and to take any and all such other action necessary or appropriate in connection with such amendment." See NCR Corporation's Board of Directors Delegation of Authority, attached hereto as Exhibit I.

44. On October 23, 2012, NCR amended the 2008 Restatements for the Plan for Officers and the Senior Executive Plan to amend the definition the Compensation Committee and add a definition for "Plan Administrator."

45. The new definition of "Committee" is "the Compensation and Human Resource Committee of the Board of Directors," unless there is no such committee,

in which case the Committee is the Board of Directors. See Ex. B, First Amendment to the 2008 Senior Executive Plan, and Ex. A, Plan for Officers.

46. "Plan Administrator" was defined to be the "the Compensation and Human Resource Committee of the Board of Directors," unless NCR delegated that authority to someone else. See Ex. B, First Amendment to the 2008 Senior Executive Plan, and Ex. A, Plan for Officers.

47. The Compensation Committee also delegated to Andrea Ledford, Senior Vice President and Chief Human Resources Officer of NCR Corporation, its "authority to authorize, approve, adopt and execute any amendment to [the Plan] with respect to its provisions for Plan administration, benefit claims or appeals and to take any and all such other action necessary or appropriate in connection with such amendment." See Ex. I.

48. The Committee deleted Article III of the 2008 Restated Plans in its entirety and replaced Article III with provisions giving the Plan Administrator (i.e., the Compensation Committee) power to (among other things): (a) rule on all claims *and appeals* for benefits; (b) determine whether reimbursable attorneys' fees and costs under Article XIV were reasonably conferred; and (c) "delegate its authority to amend the Plan in whole or part." See Ex. B, First Amendment to the 2008 Senior Executive Plan, and Ex. A, Plan for Officers.

49. The Plan Administrator, however, was prohibited from and did not have "power" to "add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan." Ex. A, First Amendment to 2008 Restatements of the Plan for Officers; Ex. B, Senior Executive Plan; Ex. D, Excess Plan; Ex. E, Mid-Career Plan; and Ex. G, the AT&T Transfer Plan.

50. The nonqualified plans were also amended so that "[a]ll rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances." Ex. A, First Amendment to the 2008 Restatements of the Plan for Officers; Ex. B, Senior Executive Plan; Ex. D, Excess Plan; Ex. E, Mid-Career Hire Plan; Ex. G, AT&T Transfer Plan; and Ex. F, Officer Plan.

51. NCR amended all the nonqualified plans to make "all retirement plans of NCR [ ] subject to uniform provisions and procedures for plan administration, benefit claims and appeals." Ex. A, First Amendment to 2008 Restatements of the Plan for Officers; Ex. B, Senior Executive Plan; Ex. D, Excess Plan; Ex. E, Mid-Career Plan; Ex. F, Officer Plan; and Ex. G, the AT&T Transfer Plan.

52. On information and belief (because NCR refused to provide any documentation regarding what happened to the Trusts during the administrative process), NCR obtained the remaining assets of the Trusts and the Trusts were terminated.

53. NCR terminated the Trusts without notice to the beneficiaries of the Trusts, either by NCR or the Trustee.

54. As a result of the First Amendment to the 2008 Senior Executive Plan and Plan for Officers, the Trustee was eliminated, along with its power to rule on appeals of NCR's benefit determinations.

55. The defendants' termination of the Trusts and removal of the Trustee breached the agreements and was undertaken with malice toward plaintiffs and proposed class members.

56. The Compensation Committee also inserted a venue selection clause, which prohibits participants from filing suit in Ohio, where the Company's headquarters existed for decades, and required any claim brought in connection with the Plan to be filed in the U.S. District Court for the Northern District of Georgia.

57. NCR thereafter issued 2013 restatements of the all the nonqualified plans to reflect the amendments.

F. NCR TERMINATES ALL THE NONQUALIFIED PLANS.

58. On December 31, 2010, according to NCR's SEC filings, NCR had only $11 million in debt. On December 31, 2011, according to NCR's SEC filings, NCR's debt had grown to $853 million. By December 31, 2012, NCR's debt had ballooned to $1.963 billion.

59. In December 2012, in part because of NCR's dramatic growth in debt, Moody's downgraded NCR's corporate family and probability of default ratings to Ba2 from Ba1.

60. On February 18, 2013, Andrea Ledford, the newly created Plan Administrator, held a meeting to discuss terminating all NCR non-qualified Plans.

61. At the February 18, 2013 meeting, Rosina Barker (outside counsel from the law firm of Ivins, Phillips & Barker) advised NCR that it could terminate the nonqualified plans "provided that the termination does not adversely affect a participant's or beneficiary's benefit entitlement under the Plan, or violate certain provisions of [IRC] section 409A." She also opined that "deleting the annuity benefit payment and replacing it with a lump sum payment is reasonably construed as providing the full benefit entitlement under the Plans *provided the lump sum payment is the actuarial equivalent of the annuity benefit*." Minutes, Feb. 18, 2013, attached hereto as Exhibit J (emphasis added).

62. At that meeting, Ms. Barker discussed interest rates that could be applied to discount the value of participants' benefits to present value; but the minutes do not reflect the rates she suggested.

63. The applicable § 417(e) segment rates for the lump sum payments contemplated by the plan termination were: 1% for the first 5 years of payments, 3.73% for the next 15 years of payments, and 4.89% thereafter.

64. The Committee rejected those rates, despite the fact that the plans required their use, in order to save NCR money.

65. Rather than use the discount rates required by the Plans, the Plan Administrator took the advice of non-lawyers, who maintained that a flat 5% discount rate was "reasonable" because it "produces a reasonable approximation of the monetary value of the [pension] obligation" based on the fact that 5% is the "current rate of an unsecured obligation of the Company." Ex. J, Minutes, Feb. 2013.

66. On February 20, 2013, the Committee "voted unanimously that the CHRC's resolution to terminate the Plans by settling all benefits as a lump sum payment would not 'adversely affect' any accrued benefit if the lump sum is actuarially equivalent to the annuity benefit, using reasonable actuarial assumptions." Minutes, Feb. 20, 2013, attached hereto as Exhibit K.

67. The Committee then "voted unanimously that the 5% discount rate is reasonable for purposes of valuing the annuity benefits payable under the Plans." Ex. K, Minutes, Feb. 20, 2013.

68. On February 25, 2013, the Committee voted to terminate the Plans and use a 5% discount rate to reduce the value of participants' annuities to present value.

69. The Plan Administrator purported to justify use of a 5% discount rate based on NCR's cost of borrowing at the time. See Project Connor: Plan Administrator Assumptions and Decisions Regarding Calculation of Lump Sums, attached hereto as Exhibit L.

70. On March 15, 2013, NCR wrote participants informing them that the Plans had been terminated and telling them the lump sum amounts they would receive in June 2013.

71. The lump sums NCR calculated included no value for spousal benefits if the participants were married to a different person at the time of termination than when they began receiving benefits under the nonqualified plans.

G. PLAINTIFFS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES.

72. Plaintiffs and numerous other participants filed timely administrative claims with the Plan Administrator objecting to the termination of the Trusts, the

termination of their annuities, the inadequacy of the lump sums, the interpretation of the terms "Spouse" and "Eligible Spouse," and other issues.

73. The Plan Administrator denied all plaintiffs' administrative claims in their entirety, and informed participants that they could appeal the ruling to the very same Plan Administrator who had denied their claims.

74. Plaintiffs filed timely administrative appeals.

75. In their appeals, plaintiffs requested documents regarding the elimination of the Trusts and Trustee (among other things), but the Plan Administrator refused to provide any documents regarding the Trusts or Trustee.

76. The Plan Administrator denied plaintiffs' appeals in their entirety.

77. Plaintiffs have exhausted all required administrative remedies.

78. As a result of the defendants' conduct, plaintiffs and proposed class members have received significantly less than the pensions they were promised.

79. They now appeal to this Court to rectify NCR's breach of its contracts and violations of ERISA.

H. CLASS ALLEGATIONS

80. The named plaintiffs bring this action on their own behalf, and on behalf of a similarly situated class of persons under Fed. R. Civ. P. 23.

81. The named Plaintiffs seek to represent a class of:

> All participants, former participants and spouses or eligible spouses, as defined in the NCR Senior Executive Retirement, Death and Disability Plan, the Retirement Plan for Officers of NCR; the NCR Nonqualified Excess Plan, the NCR Mid-Career Hire Supplemental Pension Plan, or the NCR Supplemental Pension Plan for AT&T Transfers.

82. There are more than 100 participants and spouses eligible for benefits under the terminated NCR nonqualified plans. The individuals in the Class are therefore too numerous for joinder to be practicable.

83. There are several questions of law and fact common to the Class. These common questions predominate over any questions affecting only individuals. Among these common, predominating questions are:

a. Whether NCR acted improperly by terminating the Trusts and removing the Trustee's responsibility for determining final administrative appeals;

b. Whether NCR's reliance on its cost of borrowing during the time-frame to justify the flat 5% discount rate was unreasonable;

c. Whether NCR's use of flat 5% interest rate to discount all class members' annuities to present value, rather than the IRS § 417(e) segmented rates, was consistent with the plans;

d. Whether NCR's use of a flat 5% discount rate violated uniform plan provisions prohibiting amendments that adversely affect or reduce the participants' benefits under the plans;

e. Whether NCR's use of a flat 5% discount rate provided class members with the "actuarial equivalent" of the annuities they were promised under the plans; and

f. Whether NCR adversely affected class members' accrued benefits when NCR interpreted the defined terms "Spouse" and "Eligible Spouse" to eliminate the benefits of spouses who were married to participants when their spouses' benefits commenced but were divorced from participants when NCR terminated the plans.

84. Common questions of law and fact predominate in that:

a. All class members were participants in NCR nonqualified plans;

b. All their plans were terminated on the same day, by the same resolution;

c. All participants received lump sums that were improperly calculated using the same 5% discount rate;

d. All persons who were married to participants when they began receiving benefits under the plans were improperly paid nothing if they divorced the participant before the plans were terminated; and

e. All class members' claims are based on the same Plan provisions.

85. The named Plaintiffs' claims are typical of those of the putative class in that their benefits were calculated using the same discount rate and mortality tables as every other participant.

86. The named Plaintiffs will fairly and adequately represent the interests of the Class.

87. The named Plaintiffs have retained skilled and experienced counsel to represent them in class litigation.

88. A class action is superior to other available methods for the fair and efficient adjudication of the controversy because many class members will not be compensated for their injuries in the absence of a class action.

89. In addition, individual litigation would result in considerable delay and expense to all parties and unnecessarily burden the court system with numerous, essentially identical claims. By contrast, a class action presents fewer

management difficulties and provides the benefits of unitary adjudication, economies of scale and comprehensive supervision by a single court.

90. Prosecuting the claims of participants and Eligible Spouses through many separate, individual lawsuits would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for the Plans, which all require participants to be treated the same.

91. Defendants have acted or refused to act on grounds generally applicable to the Class, making final injunctive and declaratory relief appropriate.

92. Consequently, the Court should certify the proposed class under Fed. R. Civ. P. 23(b)(1) and (b)(2).

COUNT I: IMPROPER REMOVAL OF THE TRUSTEE AND ELIMINATION OF THE TRUSTS

93. Plaintiffs incorporate by reference the preceding paragraphs into this count.

94. The Plan for Officers and the Senior Executive Plan required NCR to create and fund trusts, overseen by a trustee, who would protect participants and beneficiaries, and make final determinations of benefit claims, under a *de novo* review, with NCR bearing the burden of proof on all claim denials.

95. NCR breached its agreements with plaintiffs by eliminating the trusts and trustee, and then arrogating to itself the power to make all decisions regarding benefits.

COUNT II: USE OF AN IMPROPER INTEREST RATE TO REDUCE PARTICIPANTS' AND SPOUSES' ANNUITIES TO PRESENT VALUE

96. Plaintiffs incorporate by reference the preceding paragraphs into this count.

97. The nonqualified plans required NCR to determine the "actuarial equivalence" of any payment form, including lump sums, by reference to the actuarial assumptions provided for under the NCR Pension Plan.

98. The NCR Pension Plan required actuarial equivalence between forms of payments, including lump sums, to be determined using the IRS § 417(e) interest rates and mortality tables.

99. The applicable § 417(e) segment rates for the lump sum payments contemplated by the plan termination were: 1% for the first 5 years of payments, 3.73% for the next 15 years of payments, and 4.89% thereafter.

100. Defendants did not use the applicable § 417(e) segment rates required under the plans.

101. Rather than use the § 417(e) rates, as the plans required, or select some other discount rate designed to produce lump sums that were "actuarially equivalent" to the annuities, defendants elected to pay participants only what they termed the "economic value" of the pensions, which they calculated by reference to the high rate of interest NCR was paying as a result of its ballooning debt and credit downgrade.

102. By selecting the 5% discount rate, NCR not only discounted its obligations to plaintiffs by NCR's risk of defaulting on its promises, NCR also charged participants a premium.

103. As a result of terminating the nonqualified plans and using a 5% discount rate, NCR was able to announce a $13 million curtailment gain in the first quarter of 2013.

104. Instead of using a discount rate designed to provide participants with the actuarial equivalence of their annuities, defendants used a flat 5% discount rate, which violated the plans and "adversely affected" participants' and spouses' accrued benefits under the plans.

COUNT III: IMPROPER INTERPRETATION OF THE TERM "ELIGIBLE SPOUSE" TO DEPRIVE PARTICIPANTS' SPOUSES OF ACCRUED BENEFITS

105. Plaintiffs incorporate by reference the preceding paragraphs into this count.

106. NCR not only reduced the benefits due to eligible spouses by applying an improper discount rate as set forth above, NCR also improperly interpreted the definitions of "Spouse" and "Eligible Spouse" to eliminate the accrued benefits of spouses who were married to participants when benefits commenced under the plans, but who divorced participants prior to the plan termination and payment of lump sums.

107. Under the relevant plans, "Eligible Spouse" was defined in terms of the persons to whom participants were married when they began receiving retirement benefits; i.e., "'Eligible Spouse' means the spouse to whom the Participant is married on the date the Participant's benefits under the Plan commence."

108. Spousal benefits are irrevocably fixed at retirement. *See Carmona v. Carmona*, 603 F.3d 1041, 1048 (9th Cir. 2010) ("surviving spouse benefits irrevocably vest in the participant's spouse at the time of the annuity start date--in this case the participant's retirement"); *Langston v. Wilson McShane Corp.*, 828

N.W.2d 109, 115 (Minn. 2013) ("ERISA provides that surviving spouse benefits are payable to a spouse that was married to the participant at the time of retirement, even if that spouse was not married to the participant at the time of the participant's death."); *Hopkins v. AT&T Global Info. Solutions Co.*, 105 F.3d 153, 156 (4th Cir. 1997) ("we conclude that the Surviving Spouse Benefits vest in the participant's current spouse on the date the participant retires.").

109. Despite the fact that Eligible Spouse benefits vested when the participants to whom they were married began receiving benefits under the Plans, the Plan Administrator illegally interpreted "Eligible Spouse" to impose the additional requirement that they be married to participants when the Plan was terminated.

110. NCR's improper, retroactive change to the definition of Eligible Spouse adversely affects Eligible Spouses and participants' accrued benefits under the plans, and upsets the assumptions underlying their divorce decrees.

WHEREFORE, plaintiffs pray for the following relief:

(i) Certify this case as a class action under Fed. R. Civ. P. 23(b)(1) and (b)(2) and appoint the named plaintiffs as class representatives and their attorneys as class counsel;

(ii) Declare that NCR breached its agreements with plaintiffs by terminating the trusts and eliminating the trustee as the final arbiter of claims for benefits;

(iii) Declare that NCR's use of a 5% discount rate to discount the value of participants' and spouses' benefits was contrary to the plans and unreasonable;

(iv) Declare that the plans required NCR to use the applicable § 417(e) rates;

(v) Declare that NCR's interpretation of the terms "Spouse" and "Eligible Spouse" as requiring that spouses be married to a participants both at the time benefits commenced and when the plans were terminated is contrary to the plans;

(vi) Order NCR to pay participants and their eligible spouses a lump sum reflecting the difference between what NCR has already paid and what they are required to pay under the Court's declarations;

(vii) Order NCR to pay pre-judgment and post-judgment interest;

(viii) Order NCR to pay reasonable attorneys' fees and costs pursuant to the plans and/or award fees pursuant to the common benefit doctrine, or any other applicable law; and

(ix) Order such other relief as this Court finds appropriate.

Respectfully submitted this 16th day of November 2015.

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EXHIBIT A

The Retirement Plan for Officers of NCR Corporation

THE RETIREMENT PLAN FOR OFFICERS OF NCR CORPORATION

ARTICLE I
Definitions

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Affiliate" shall have the meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"Board of Directors" means the Board of Directors of NCR.

"Career Average Monthly Salary" shall mean a Participant's average monthly salary for all years of Service immediately preceding the Termination Date or the date of the Participant's termination of participation in the Plan, including overtime, commissions, bonuses and any other special compensation that is deductible for income tax purposes by NCR, but excluding any amount otherwise deemed to be income pursuant to a disqualifying disposition under NCR's stock option plans, employee stock purchase plans or similar plans. If a Participant, because of absence for sickness or disability or other authorized leave of absence, does not have earnings, base earnings shall be imputed at the last rate in effect immediately prior to the commencement of such absence for the period of such absences, but in no event more than 20 quarters.

A "Change in Control of NCR" shall be deemed to have occurred if there is a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"), whether or not NCR is then subject to such reporting requirement; provided that, without limitation, such a Change in Control shall be deemed to have occurred if:

1. At any time during a period of two (2) years, at least a majority of the Board of Directors shall not consist of Continuing Directors. "Continuing Directors" shall mean Directors of NCR at the beginning of such two-year period and Directors who subsequently became such and whose selection or nomination for election by NCR's shareholders was approved by a majority of the then Continuing Directors; or

2. Any person or "group" (as determined for purposes of Regulation 13D-G under the Exchange Act as currently in effect), but excluding any majority-owned subsidiary or any NCR-sponsored employee benefit plan or any trust or investment manager for the account of such a plan, shall have acquired "beneficial ownership" (as determined for purposes

of such Regulation), directly or indirectly, of NCR securities representing 20% or more of the combined voting power of NCR's then outstanding securities, unless such acquisition is approved in advance by a majority of the Directors of NCR who were in office immediately preceding such acquisition and any individual selected to fill any vacancy created by reason of the death or disability of any such Director; or

3. NCR's shareholders approve a merger, consolidation or share exchange to which NCR is a party and in which either (i) NCR is not the surviving corporation or (ii) NCR is the surviving corporation and any outstanding shares of NCR common stock are converted into shares of any other company (other than a reincorporation or the establishment of a holding company involving no change in ownership) or other securities or cash or other property (excluding payments made solely for fractional shares); or

4. NCR's shareholders approve any plan or proposal for the disposition of all, or substantially all, of the assets of NCR by sale, liquidation or dissolution.

"Committee" means the Committee described in ARTICLE III hereof.

"Eligible Spouse" means the spouse of a Participant who was legally married to the Participant at, and throughout the one-year period ending on, the Termination Date or the date of the Participant's termination of participation in the Plan.

"NCR" means NCR Corporation, a Maryland corporation, and its successors.

"Participant" shall have the meaning set forth in ARTICLE V.

"Plan" means The Retirement Plan for Officers of NCR Corporation, as embodied herein or as amended from time to time.

A "Potential Change in Control of NCR" shall be deemed to have occurred if:

1. NCR enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

2. Any person (including NCR) publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

3. Any person becomes the beneficial owner, directly or indirectly, of securities of NCR representing 9.5% or more of the combined voting power of NCR's then outstanding securities; or

4. The Board of Directors adopts a resolution to the effect that, for purposes of this Plan, a Potential Change in Control of NCR has occurred.

"Primary Insurance Amount" means

1. The monthly amount of the Social Security Old Age Benefit for a single person payable at age 65 determined under the Social Security Act as in effect at the time of Participant's separation from service. In the event of separation from service before age 65, the amount of such Primary Insurance Amount shall be calculated assuming no further earnings after separation from service.

2. In the event a Participant is eligible to receive, either in lieu of or in addition to Social Security, a benefit as described in clause (d) of the definition of "Retirement Offset" in this ARTICLE I, the amount considered as Primary Insurance Amount shall include such benefit, provided, however, that the total amount considered as Primary Insurance Amount shall not exceed the amount of Social Security Old Age Benefit for a single person that would be payable to a comparable person who had participated entirely under Social Security.

"Projected Service" means the period of Service a Participant would have completed if such Participant had remained a Participant in the Plan until his or her 65th birthday.

"Retirement Offset" means the sum of (a) the monthly amount of any employer-provided pension paid to a Participant under the Retirement Plan or any other defined benefit pension plan of NCR, a subsidiary or affiliate thereof, or any prior employer, (b) monthly disability income benefits pursuant to a plan of NCR or a subsidiary or affiliate thereof, (c) 1.5% of the Participant's Primary Insurance Amount multiplied by each year of Service, provided, however, that the total amount of an offset pursuant to this clause (c) for a Participant's total years of Service shall not be greater that 55% of the Participant's Primary Insurance Amount, and (d) the equivalent, in a monthly annuity, of the amount, if any, by which any social benefit or severance payments provided under local law of a foreign country or state exceeds the Social Security Primary Insurance Amount payable at the time to a comparable Participant covered under Social Security, provided, however, that the amount of offset under this clause (d) shall be adjusted to reflect only the amount provided by other-than-employee-contributions and earnings thereon, and, in the case of any social benefit or severance payments provided under local law, service with NCR versus total service under such social system. Retirement Offset shall not include any amount paid under (i) any plan of, or agreement with, NCR in connection with a Change in Control of NCR; (ii) NCR's Corporate Management Incentive Compensation Plan ("CMICP"); (iii) NCR's International Management Incentive Compensation Plan ("IMICP"); (iv) the NCR

Corporation Long Term Incentive Plan ("LTI"); (v) a cash-out of any NCR stock options; (vi) vesting of any restricted stock; (vii) the NCR Corporation Savings Plan; (viii) the NCR Corporation Employees' Profit Sharing Plan, (ix) the NCR Corporation Payroll Employee Stock Ownership Plan or (x) the Applied Digital Data Systems, Inc. Employees' Profit-Sharing Plan.

"Retirement Plan" means The Retirement Plan for Salaried Employees of NCR Corporation.

"Service" means a Participant's period of employment with NCR, a subsidiary or affiliate thereof, or a predecessor of any of the foregoing from the date of participation in the Plan to the earlier of the Termination Date or the date of loss of participating status under this Plan. Service shall be computed to the nearest full month.

"Termination Date" means the date on which a Participant ceases to be employed by NCR or any of its foreign or domestic subsidiaries, by reason of such Participant's death, disability, retirement, resignation, discharge or otherwise.

ARTICLE II
Purpose

The purpose of the Plan is to provide for the payment of supplemental retirement benefits to executives of NCR in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
Administration

The Plan shall be administered by the Committee. The Committee shall consist of the Compensation Committee of the Board of Directors, none of whom shall be eligible to participate in the Plan; provided, however, that if at any time following a Change in Control, at least a majority of the Compensation Committee shall not consist of Continuing Directors, then the Committee shall consist of at least five (5) individuals, selected by the Board of Directors, none of whom shall be eligible to participate in the Plan and a majority of whom are either Continuing Directors or persons who are not directors, employees or Affiliates of, or in any way associated with any person who is an Affiliate of, NCR. The Committee is authorized, subject to the provisions of the Plan, to select Participants, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable.

All such determinations, interpretations and actions by the Committee under the Plan or with respect to any benefits thereunder shall be final and binding on all persons.

ARTICLE IV
Effective Date

The Plan will become effective as of May 17, 1989; provided, however, that the Committee may, in its discretion, select a date prior thereto as the beginning date of a Participant's participation in the Plan.

ARTICLE V
Eligibility

The Participants in the Plan shall be such executive officers of NCR who shall be selected by the Committee to participate therein, who shall have executed the agreement described in ARTICLE VI hereof and who shall fulfill such additional requirements for eligibility as the Committee, in its sole discretion, may from time to time apply.

ARTICLE VI
Agreements

Participants in, and the benefits to which each Participant may be entitled under, the Plan shall be evidenced by agreements between NCR and each Participant in such form as the Committee shall, from time to time, approve, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VII
Retirement and Termination Benefits

In the event of a Change in Control of NCR, the provisions of this ARTICLE VII shall be, in all respects, subject to ARTICLE XII and, in the event of any conflict between the terms of ARTICLE XII and any other terms of the Plan, the terms of ARTICLE XII shall prevail and supersede any such other terms.

1. A Participant who retires at or after his or her 65th birthday shall be entitled to receive monthly benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Service.

(b) The Retirement Offset.

2. In the event a Participant retires or terminates employment with NCR on or after his or her 55th birthday and prior to his or her 65th birthday, the benefit he or she is entitled to receive shall be the amount determined pursuant to Section 1 of this ARTICLE VII, reduced in accordance with the following table:

Age at Termination Date"	Percentage of Monthly Benefit which shall be paid commencing on the Termination Date"
62 and over	100.0%
61	93.3%
60	86.7%
59	80.0%
58	75.2%
57	69.4%
56	63.5%
55	57.9%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3. A Participant whose participation in the Plan is terminated by the Committee by reason of a change in such Participant's employment status with NCR shall be entitled to receive benefits under the Plan only if at the Termination Date (i) he or she qualifies under Section 1 or 2 of this ARTICLE VII, or (ii) he or she has at least ten (10) years of Service under the Plan, in which event, he or she shall be entitled to receive benefits under the Plan commencing at age 55. The annual amount of such benefits shall be computed in accordance with Section 1 or 2 of this ARTICLE VII; provided, however, that for purposes of determining the Retirement Offset, the portion of any pension paid to the Participant under the Retirement Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

4. A Participant shall not be entitled to any benefits under the Plan if his or her employment with NCR is terminated other than for death or disability (i) for any reason prior to one year from the effective date of his or her participation in the Plan or (ii) after such date and prior to such Participant's 55th birthday unless, as provided in Section 3 of this ARTICLE VII, the Participant has at least ten (10) years of Service under the Plan.

5. Notwithstanding any other provisions of the Plan, and except as otherwise provided in ARTICLE XII, if a Participant is discharged by NCR for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

6. If at any time the Committee, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with NCR, he or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 6 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

7. Except as otherwise provided in ARTICLE XII, the Committee shall have the sole discretion to determine if a Participant has retired or terminated employment with NCR and if any termination is voluntary or involuntary.

ARTICLE VIII
Form of Benefit Payments

1. The "Normal Form of Benefit" payable to a Participant who is otherwise eligible to receive such benefit shall be:

(a) In the case of a Participant with an Eligible Spouse on the date his or her benefits commence, a monthly Joint and Survivor Annuity having an actuarial value (as determined in Table I of Appendix A hereto) equivalent to that of his or her benefit determined in accordance with Section 1 or 2 of ARTICLE VII, under which level pension benefits are payable to the Participant during his or her lifetime and to the Participant's Eligible Spouse at the same rate after the Participant's death and during the remaining lifetime of the Participant's Eligible Spouse.

(b) In the case of an Participant with no Eligible Spouse, a monthly benefit in the form of a Single Life Annuity payable during the Participant's lifetime in an amount determined in accordance with Section 1 or 2 of ARTICLE VII.

2. A Participant with an Eligible Spouse may elect to receive, in lieu of the Normal Form of Benefit, a monthly "Optional Form of Benefit" in any one of the following forms:

(a) A Single Life Annuity payable during the lifetime of the Participant in an amount determined in accordance with Section 1 or 2 of ARTICLE VII.

(b) A Joint and Survivor Annuity (in an amount determined in accordance with Table 2 or 3 of Appendix A hereto) payable during the lifetime of the Participant and continuing after his or her death at a 50% or 75% rate during the remaining lifetime of the Participant's Eligible Spouse if such Spouse survives the Participant.

3. Monthly retirement and termination benefits under the Plan shall be paid in equal bi-weekly payments unless the Committee shall direct another form of payment.

4. The first payment of benefits under Section 1 or 2 of ARTICLE VII and Section 2.B of ARTICLE XII shall commence as soon as practicable after the Termination Date.

ARTICLE IX
Pre-Retirement Benefits

In the event of a Change in Control of NCR, the provisions of this ARTICLE IX shall be, in all respects, subject to ARTICLE XII and, in the event of any conflict between the terms of ARTICLE XII and any other terms of the Plan, the terms of ARTICLE XII shall prevail and supersede any such other terms.

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and the Participant attaining age 55, but prior to such Participant's retirement or other termination of employment with NCR, his or her Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date of his death. However, such benefits shall not be reduced pursuant to Section 2 of ARTICLE VII.

2. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's retirement or other termination of employment with NCR and prior to the Participant attaining age 55, his or her Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date following the day he would have attained age 55. Such benefits shall be reduced pursuant to Section 2 of ARTICLE VII to those payable at age 55.

3. Benefits payable pursuant to ARTICLE IX(1) or (2) shall be paid in equal installments at least monthly commencing at the date of the Participant's death for the life of the Eligible Spouse.

ARTICLE X
Certain Provisions Relating to Participation

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of NCR to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to ARTICLE XII, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by NCR, the Board of Directors and the Committee.

4. The Plan shall not be deemed a substitute for any retirement or other employee benefit plan or arrangements that may now or hereafter be provided for employees of NCR generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE XI
Amendment and Termination

The Board of Directors shall have the right, without the consent of any Participant, former Participant, Eligible Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between NCR and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that no such action shall adversely affect any Participant's, former Participant's or Eligible Spouse's accrued benefits under the Plan or the benefits payable under ARTICLE XII, prior to such action.

ARTICLE XII
Change in Control

1. In the event of a Potential Change in Control of NCR, unless otherwise determined by the Committee or the Board of Directors in writing, or in the event of a Change in Control of NCR, the Committee shall cause the creation and funding of one or more trusts or other arrangements to meet the obligations created under the Plan, provided, however, that the existence of such trust(s) or other arrangements is consistent with the unfunded status of this Plan.

2. Notwithstanding any other provisions of the Plan as then in effect, provided that the Participant has been a Participant for at least one (1) year prior to a Change in Control of NCR, then, in the event that, at any time after a Change in Control of NCR, the Participant's employment with NCR or its successor is terminated in an "Involuntary Termination" (as hereinafter defined), the Participant's termination benefits or pre-retirement benefits under the Plan shall be determined as described in this ARTICLE XII(2). A termination of employment shall be an Involuntary Termination if it is not the result of a Participant's death or disability (as defined under the then current disability plan of NCR covering the Participant) and, (i) if by NCR, is not for "Cause" (as defined in ARTICLE XII(2)(E)), or, (ii) if by the Participant, is for "Good Reason" (as defined in ARTICLE XII(2)(F)).

A. Additions to Age and Service. For purposes of this ARTICLE XII(2), each of the Participant's age and Service as of the Termination Date shall be deemed to be increased by (i) thirty-six (36) months, in the case of a Participant reporting directly to the Board of Directors or to the President or Chief Executive Officer of NCR; or (ii) twenty-four (24) months, in the case of all other Participants; provided, however, that:

1. the Participant's Service as so increased ("Deemed Service") shall not exceed Projected Service determined as of the Termination Date; and

2. the Participant's age as so increased ("Deemed Age") shall not be more than sixty-five (65).

B. Termination Benefits. In the event that, at any time after a Change in Control of NCR, the Participant's employment is terminated in an Involuntary Termination, the Participant shall be entitled to receive the termination benefits set forth under (i) ARTICLE VII(1) of the Plan, if the Participant's Deemed Age is sixty-five (65) or (ii) ARTICLE VII(2) of the Plan, if the Participant's Deemed Age is less than sixty-five (65); provided, however, that the calculation of such benefits shall be based on the Participant's Deemed Age and Deemed Service.

C. Change in Status. In the event that, at any time after a Change in Control of NCR and while in the employ of NCR, a change occurs in the employment status of the Participant as provided in ARTICLE VII(3) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by NCR, or a subsidiary or affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this ARTICLE XII(2) shall continue to apply.

D. Waiver of Covenant Not to Compete. In the event that the Participant's employment is terminated pursuant to an Involuntary Termination following a Change in Control of NCR, the provisions of ARTICLE VII(6) of the Plan shall not apply.

E. Definition of Cause. For purposes of this Plan, "Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to NCR, monetarily or otherwise. For purposes of this ARTICLE XII(2)(E), no act, or failure to act, on the part of the Participant shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of NCR. Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Participant a certificate of a resolution duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board of Directors), finding that, in the good faith opinion of the Board of Directors, the Participant was guilty of conduct set forth in this ARTICLE XII(2)(E) and specifying the particulars thereof in detail.

F. Definition of Good Reason. For purposes of this ARTICLE XII, "Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

1. The assignment to the Participant of any duties inconsistent with, or any substantial alteration in, such Participant's status or responsibilities as in effect immediately prior to a Change in Control of NCR, including the imposition of travel obligations which differ materially from required business travel immediately prior to the Change in Control of NCR;

2. (i) A reduction in the Participant's annual base salary as in effect immediately before the Change in Control of NCR; (ii) the failure to pay a bonus award to which the Participant is otherwise entitled under the terms of the

CMICP, IMICP, LTI or any successor incentive compensation plans at the time at which such awards are usually paid; (iii) the award to the Participant of an annual bonus under CMICP, IMICP or any successor incentive compensation plans substantially less in amount than the annual bonus awarded to such Participant for the last complete fiscal year of NCR ending prior to the Change in Control of NCR; or (iv) the award to the Participant of performance units under the LTI, or any successor plan, which are substantially fewer in number or would yield a substantially lower award than the units awarded to such Participant for the cycle beginning on the January 1 immediately preceding the Change in Control of NCR. Notwithstanding clauses (iii) and (iv) hereof, Good Reason shall not exist if the awards referred to therein are substantially less or fewer, as the case may be, because of the failure to meet objectives based on quantitative performance.

3. A change in the principal place of the Participant's employment, as in effect immediately prior to the Change in Control of NCR, to a location more than thirty-five (35) miles distant from the location of such principal place at such time;

4. The failure by NCR to continue in effect any incentive compensation plan or stock compensation plan in which the Participant participates immediately prior to the Change in Control of NCR, unless an equivalent alternative compensation arrangement (embodied in an ongoing substitute or alternative plan) has been provided to the Participant, or the failure by NCR to continue the Participant's participation in any such incentive or stock compensation plan on the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to the time of the Change in Control of NCR;

5. (i) Except as required by law, the failure by NCR to continue to provide to the Participant benefits substantially equivalent, in the aggregate, to those enjoyed by the Participant under the qualified and non-qualified employee benefit and welfare plans of NCR, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, retirement, savings and profit-sharing plans, in which the Participant was eligible to participate immediately prior to the Change in Control of NCR; (ii) the taking of any action by NCR which would directly or indirectly materially reduce or deprive the Participant of any other material prerequisite enjoyed by the Participant immediately prior to the Change in Control of NCR; or (iii) the failure by NCR to provide the Participant with the number of paid vacation days to which the Participant is entitled under NCR's vacation policy, past practice or special agreement in effect immediately prior to the Change in Control of NCR;

6. The failure of NCR to obtain a satisfactory agreement from any successor to assume and agree to perform the Separation Allowance Agreement (the form of which was approved by the Board of Directors at a regularly scheduled meeting on July 20, 1988) between NCR and the Participant, if any; or

7. Any purported termination of any Participant who has entered into a Separation Allowance Agreement which is (i) not effected pursuant to any notices required to be delivered pursuant to said Agreement or (ii) effected pursuant to a notice that does not satisfy the requirements of said Agreement. For purposes of the Plan, no such purported termination shall be effective except as constituting Good Reason.

ARTICLE XVI
Miscellaneous

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Ohio.

3. NCR shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with ARTICLE XII of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such ARTICLE XII, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith).

EXHIBIT A

AMENDMENT TO
THE RETIREMENT PLAN
FOR OFFICERS OF NCR CORPORATION

AMENDMENT OF THE RETIREMENT PLAN FOR OFFICERS OF NCR CORPORATION (the "Plan") by NCR Corporation ("NCR") made this 30th day of October 1991, effective October 30, 1991.

1. ARTICLE I is amended by the addition of the following definition:

> "AT&T" means American Telephone and Telegraph Company, a New York corporation, and its successors.

2. The second sentence of ARTICLE III is amended to read, in its entirety, as follows (with changes shown):

> The Committee shall consist of ~~the Compensation Committee of~~ the Board of Directors, any ~~none~~ of whom shall be eligible to participate in the Plan; provided, however, for purposes of any determination under the Plan with respect to a member of the Committee, then the "Committee" shall be the Senior Vice President, Human Resources of AT&T ~~that if at any time following a Change in Control, at least a majority of the Compensation Committee shall not consist of Continuing Directors, then the Committee shall consist of at least five (5) individuals, selected by the Board of Directors, none of whom shall be eligible to participate in the Plan and a majority of whom are either Continuing Directors or persons who are not directors, employees or Affiliates of, or in any way associated with any person who is an Affiliate of, NCR~~.

3. ARTICLE V is amended by deleting the last sentence thereof.

4. ARTICLE XI is amended by substituting "Committee" for "Board of Directors."

5. ARTICLE XII(E) is amended by inserting in the third sentence thereof the parenthetical "(which shall be the Board of Directors of AT&T if the Participant is a member of the Board of Directors)" after the phrase "Board of Directors."

The foregoing amendments shall apply to terminations of employment occurring on or after October 30, 1991. In all respects the Plan is hereby ratified and confirmed.

EXHIBIT 10.11

THE RETIREMENT PLAN FOR OFFICERS OF NCR
RESTATED AS OF JANUARY 1, 1995, INCLUDING FIRST AMENDMENT EXECUTED APRIL 9, 1996

ARTICLE I
DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Affiliate" shall have meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"AT&T" means AT&T Corp., a New York corporation, and its successors.

"Board of Directors" means the Board of Directors of NCR Corporation.

"Career Average Monthly Salary" shall mean a Participant's average monthly salary for all years of Service immediately preceding the Termination Date or the date of the Participant's termination of participation in the Plan, including amounts received by a Participant from the Company through the U.S. payroll while actively employed that are currently includible in gross income for Federal income tax purposes, and sick pay and any salary deferral contributions made by the Company on behalf of the Participant for the Plan Year; but excluding expense reimbursements, fringe benefits, moving expenses, deferred compensation, welfare benefits and severance pay.

If a Participant, because of absence for sickness or disability or other authorized leave of absence, does not have earnings, base earnings shall be imputed at the last rate in effect immediately prior to the commencement of such absence for the period of such absences, but in no event more than 20 quarters.

"Committee" means the Committee described in ARTICLE III hereof.

"Company" means NCR Corporation, a Maryland corporation, and its successors.

"Disability" means the inability of a Participant, because of bodily injury or disease which results from an avoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Committee.

"Participant" shall have the meaning set forth in ARTICLE V.

"Pension Plan" means the NCR Pension Plan.

"Pension Plan Benefit" means the monthly amount of any employer-provided pension paid to a Participant under the Pension Plan or any other defined benefit pension plan of the Company, a subsidiary or Affiliate thereof, with respect to the Participant's Service, excluding, however, any monthly amount payable to a Participant from his PensionPlus account under the Pension Plan. "Pension Plan Benefit" shall also include any monthly amount received by a Participant from the Nonqualified Excess Plan, or any long-term disability plan sponsored by the Company or a subsidiary or Affiliate thereof, during such time as the Participant receives such long-term disability benefit.

"Plan" means The Retirement Plan for Officers of NCR, as embodied herein or as amended from time to time.

"Service" means a Participant's period of employment with the Company, a subsidiary or Affiliate thereof, or a predecessor of any of the foregoing from the date of participation in the Plan to the earlier of the Termination Date or the date of loss of participating status under this Plan. Service shall be computed to the nearest full month.

"Spouse" means the spouse of a Participant who was legally married to the Participant on the date payment of the Participant's benefits commence hereunder.

"Termination Date" means the date on which a Participant ceases to be employed by the Company or any of its foreign or domestic subsidiaries, by reason of such Participant's death, disability, retirement, resignation, discharge or otherwise, or the date of termination of employment with AT&T Corp. or its Affiliates, if later.

ARTICLE II
PURPOSE

The purpose of the Plan is to provide for the payment of supplemental retirement benefits to executives of the Company in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
ADMINISTRATION

The Plan shall be administered by the Committee. The Committee shall consist of the Board of Directors, any of whom shall be eligible to participate in the Plan; provided, however, for purposes of any determination under the Plan with respect to a member of the Committee, then the "Committee" shall be the Senior Vice President, Human Resources of AT&T. The Committee is authorized, subject to the provisions of the Plan, to select Participants, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and

to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable. All such determinations, interpretations and actions by the Committee under the Plan or with respect to any benefits thereunder shall be final and binding on all persons.

ARTICLE IV
EFFECTIVE DATE

The Plan will become effective as of May 17, 1989; provided, however, that the Committee may, in its discretion, select a date prior thereto as the beginning date of a Participant's participation in the Plan.

ARTICLE V
ELIGIBILITY

The Participants in the Plan shall be such executive officers of the Company who shall be selected by the Committee to participate therein, who shall have executed the agreement described in ARTICLE VI hereof and who shall fulfill such additional requirements for eligibility as the Committee, in its sole discretion, may from time to time apply. Participation shall cease on the earlier of the date the Participant terminates employment with the Company or dies, or the date on which the Participant ceases serving as an officer of the Company; provided that the Committee, in its discretion, may designate a later date for termination of an individual's participation in the Plan.

ARTICLE VI
AGREEMENTS

Participants in, and the benefits to which each Participant may be entitled under, the Plan shall be evidenced by agreements between the Company and each Participant in such form as the Committee shall, from time to time, approve, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VII
RETIREMENT AND TERMINATION BENEFITS

A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991

and who is a Participant and actively employed by the Company or a subsidiary or Affiliate thereof on and after January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in this ARTICLE VII.

1. A Participant who retires at or after his or her 65th birthday shall be entitled to receive monthly benefits under the Plan in an amount equal to (a) minus (b).

(a) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Service.

(b) The Pension Plan Benefit.

2. In the event a Participant retires or terminates employment with the Company on or after his or her 55th birthday and prior to his or her 65th birthday, the benefit he or she is entitled to receive shall be the amount determined pursuant to Section 1 of this ARTICLE VII, reduced in accordance with the following table:

<TABLE>
<CAPTION>

Age at Termination Date	Percentage of Monthly Benefit which shall be paid commencing on the Termination Date
<S>	<C>
62 and over	100.0%
61	94%

60	88%
59	82%
58	76%
57	70%
56	64%
55	58%
54	52%
53	46%
52	40%
51	34%
50	28%

</TABLE>

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3. A Participant whose participation in the Plan is terminated by the Committee by reason of a change in such Participant's employment status with the Company shall be entitled to receive benefits under the Plan only if at the Termination Date (i) such former Participant qualifies under Section 1 or 2 of this ARTICLE VII, or (ii) such former Participant was employed by the Company or an Affiliate thereof for at least ten (10) years prior to the Termination Date, in which event, he or she shall be entitled to

receive benefits under the Plan commencing at age 55. The amount of such benefits shall be computed in accordance with Section 1 or 2 of this ARTICLE VII; provided, however, that for purposes of determining the Pension Plan Benefit, the portion of any pension paid to such former Participant under the Pension Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

4. A Participant shall not be entitled to any benefits under the Plan if his or her employment with the Company is terminated other than for death (i) for any reason prior to one year from the effective date of his or her participation in the Plan or (ii) after such date and prior to such former Participant's 55th birthday unless, as provided in Section 3 of this ARTICLE VII, the former Participant was employed by the Company or an Affiliate thereof for at least ten (10) years.

5. Notwithstanding any other provisions of the Plan, and except as otherwise provided in Appendix A, if a Participant is discharged by the Company for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

6. If at any time the Committee, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with the Company, he or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 6 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

7. Except as otherwise provided in Appendix A, the Committee shall have the sole discretion to determine if a Participant has retired or terminated employment with the Company and if any termination is voluntary or involuntary.

ARTICLE VIII
FORM OF BENEFIT PAYMENTS

1. The "Normal Form of Benefit" payable to a Participant who is otherwise eligible to receive such benefit shall be:

(a) In the case of a Participant with a Spouse on the date payment of the Participant's benefits hereunder commence, a monthly Joint and Survivor Annuity having an actuarial value (as determined in Table I of Appendix B hereto) equivalent to that of his or her benefit determined in accordance with Section 1 or 2 of ARTICLE VII, under which level pension benefits are payable to the Participant during his or her lifetime

and to the Participant's Spouse at the same rate after the Participant's death and during the remaining lifetime of the Participant's Spouse.

(b) In the case of a Participant with no Spouse, a monthly benefit in the form of a Single Life Annuity payable during the Participant's lifetime in an amount determined in accordance with Section 1 or 2 of ARTICLE VII.

2. A Participant with a Spouse may elect to receive, in lieu of the Normal Form of Benefit, a monthly "Optional Form of Benefit" in any one of the following forms:

(a) A Single Life Annuity payable during the lifetime of the Participant in an amount determined in accordance with Section 1 or 2 of ARTICLE VII.

(b) A Joint and Survivor Annuity (in an amount determined in accordance with Table 2 or 3 of Appendix A hereto) payable during the lifetime of the Participant and continuing after his or her death at a 50% or 75% rate during the remaining lifetime of the Participant's Spouse if such Spouse survives the Participant.

3. Monthly retirement and termination benefits under the Plan shall be paid in equal bi-weekly payments unless the Committee shall direct another form of payment.

4. The first payment of benefits under Section 1 or 2 of ARTICLE VII or Appendix A shall commence as soon as practicable after the Termination Date.

ARTICLE IX
PRE-RETIREMENT BENEFITS

With respect to Participants eligible for the benefits described in Appendix A, except as provided in Section 4 below, the provisions of this ARTICLE IX shall be, in all respects, subject to Appendix A and, in the event of any conflict between the terms of Appendix A and any other terms of the Plan, the terms of Appendix A shall prevail and supersede any such other terms.

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and the Participant attaining age 55, but prior to such Participant's retirement or other termination of employment with the Company, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date of his death. However, such benefits shall not be reduced pursuant to Section 2 of ARTICLE VII.

2. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's retirement or other termination of

employment with the Company and prior to the Participant attaining age 55, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date following the day he would have attained age 55. Such benefits shall be reduced pursuant to Section 2 of ARTICLE VII to those payable at age 55.

3. Benefits payable pursuant to ARTICLE IX(1), (2) or (4) shall be paid in equal installments at least monthly commencing at the date of the Participant's death for the life of the Spouse.

4. In the event of the death, prior to a termination of employment, of a Participant who would have been entitled to a benefit under Appendix A had he terminated employment immediately prior to his death, a survivor benefit will be payable to the Participant's Spouse, if any, equal to the greater of (i) 50 percent of the amount of the benefit the Participant would have received under Appendix A if he had terminated employment immediately prior to his death (assuming he is at least age 50 solely for purposes of calculating the reduction in the benefit for early commencement), or (ii) the benefit calculated under Section 1 or 2 of this ARTICLE IX, as applicable, without regard to Appendix A.

ARTICLE X
CERTAIN PROVISIONS RELATING TO PARTICIPATION

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of the Company to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to ARTICLE XII, ARTICLE XIII or Appendix A, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by the Company, the Board of Directors and the Committee.

4. The Plan shall not be deemed a substitute for any retirement or other employee benefit plan or arrangements that may now or hereafter be provided for employees of the Company generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE XI
AMENDMENT AND TERMINATION

The Committee shall have the right, without the consent of any Participant, former Participant, Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between the Company and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that no such action shall adversely affect any Participant's, former Participant's or Spouse's accrued benefits prior to such action under the Plan or the benefits payable under Appendix A.

ARTICLE XII
CHANGE IN CONTROL

A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991 and who was a Participant and actively employed by the Company or a subsidiary or Affiliate thereof continuously through January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in ARTICLE VII.

ARTICLE XIII
MISCELLANEOUS

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Ohio.

APPENDIX A

The provisions of this Appendix A shall apply to a Participant in the Plan who was a Participant for at least one year prior to September 13, 1991, and who was a Participant and actively employed by the Company or a subsidiary or Affiliate continuously through January 1, 1995.

1. Benefits. Notwithstanding any other provision of the Plan, the Participant's termination benefits under the Plan shall be determined as follows:

A. Additions to Service

(1) For purposes of this Appendix A, each Participant's Service as of September 13, 1991, shall be deemed to be increased by sixty (60) months. The Participant's additional sixty (60) months of Service shall be his or her "Additional Service." The Participant's Service together with his or her Additional Service shall be his or her "Deemed Service."

B. Termination Benefits. The Participant shall be entitled to receive, beginning upon the Participant's Termination Date or, if later, upon the Participant's attainment of age fifty (50), the termination benefits set forth in Sections (1), (2) or (3) below:

(1) A Participant who has attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in an amount equal to the greater of (a) or (b); minus (c).

(a) (i) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service (reduced by the number of years of Additional Service), plus

(ii) 2.5% of the Participant's Remuneration (as defined below) multiplied by the Participant's Additional Service.

(b) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service.

(c) The Pension Plan Benefit.

(2) Except as provided in paragraph (3) below, a Participant who has not yet attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in the amount determined pursuant to paragraph (1) above, reduced by the lesser of (i) 3% for each year, and

proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not

more than, in the aggregate, 30%, or (ii) the reduction contained in the table set forth in ARTICLE VII(2) of the Plan.

(3) A Participant designated as an "Executive Participant" by the Board of Directors (an "Executive Participant") who is under the age of sixty (60) as of September 13, 1991 shall be entitled to receive the greater of (a) or (b) below:

(a) The benefits calculated under paragraph (2) above.

(b) 50% of the Participant's Remuneration (as defined below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(4) Remuneration - shall mean for a Participant other than an Executive Participant, assuming a "Termination Date" within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration, one twelfth of the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the "Termination Date," (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the "Termination Date" occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the "Termination Date."

- shall mean for an Executive Participant, one twelfth of (a) with respect to a Termination Date following September 13, 1991 and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and (b) with respect to a Termination Date subsequent to December 31, 1996, the amount determined under (a) above, assuming the Termination Date within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration.

C. Change in Status. In the event that, at any time after September 13, 1991 and while in the employ of the Company, a change occurs in the employment status of the Participant as provided in ARTICLE VII(3) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by the Company, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this Appendix A shall continue to apply.

D. Waiver of Covenant Not to Compete. In the event that the Participant's employment is terminated pursuant to an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VII(6) of the Plan shall not apply. In the event that the Participant's employment is terminated for any reason other than an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VII(6) of the Plan shall apply for a period of one (1) year following the Participant's or former Participant's Termination Date.

(1) Definition of Involuntary Termination. A termination of employment shall be an Involuntary Termination if it is not the result of a Participant's death or disability (as defined under the then current disability plan of the Company covering the Participant) and, (i) if by the Company, is not for "Cause" (as defined below), or, (ii) if by the Participant, is for "Good Reason" (as defined below).

(2) Definition of Cause. For purposes of this Appendix A, "Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this definition, no act, or failure to act, on the part of the Participant shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Participant a certificate of a resolution duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors (which shall be the Board of Directors of AT&T if the Participant is a member of the Board of Directors) at a

meeting of the Board called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board of Directors), finding that, in the good faith opinion of the Board of Directors, the Participant was guilty of conduct set forth in this paragraph and specifying the particulars thereof in detail.

(3) Definition of Good Reason. For purposes of this Appendix A, "Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

(a) The assignment to the Participant of any duties inconsistent with, or any substantial alteration in, such Participant's status or responsibilities as in effect

immediately prior to September 13, 1991, including the imposition of travel obligations which differ materially from required business travel immediately prior to September 13, 1991;

(b) (i) A reduction in the Participant's annual base salary as in effect immediately before September 13, 1991; (ii) the failure to pay a bonus award to which the Participant is otherwise entitled under the terms of the CMICP, IMICP, LTI or any successor incentive compensation plans at the time at which such awards are usually paid; (iii) the award to the Participant of an annual bonus under CMICP, IMICP or any successor incentive compensation plans substantially less in amount than the annual bonus awarded to such Participant for the last complete fiscal year of the Company ending prior to September 13, 1991; or (iv) the award to the Participant of performance units under the LTI, or any successor plan, which are substantially fewer in number or would yield a substantially lower award than the units awarded to such Participant for the cycle beginning on January 1, 1991. Notwithstanding clauses (iii) and (iv) hereof, Good Reason shall not exist if the awards referred to therein are substantially less or fewer, as the case may be, because of the failure to meet objectives based on quantitative performance.

(c) A change in the principal place of the Participant's employment, as in effect immediately prior to September 13, 1991, to a location more than thirty-five (35) miles distant from the location of such principal place at such time;

(d) The failure by the Company to continue in effect any incentive compensation plan or stock compensation plan in which the Participant participates immediately prior to September 13, 1991, unless an equivalent alternative compensation arrangement (embodied in an ongoing substitute or alternative plan) has been provided to the Participant, or the failure by the Company to continue the Participant's participation in any such incentive or stock compensation plan on the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to September 13, 1991;

(e) (i) Except as required by law, the failure by the Company to continue to provide to the Participant benefits substantially equivalent, in the aggregate, to those enjoyed by the Participant under the qualified and non-qualified employee benefit and welfare plans of the Company, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, retirement, savings and profit-sharing plans, in which the Participant was eligible to participate immediately prior to September 13, 1991; (ii) the taking of any action by the Company which would directly or indirectly materially reduce or deprive the Participant of any other material prerequisite enjoyed by the Participant immediately prior to September 13, 1991; or (iii) the failure by the Company to provide the Participant with the number of paid vacation days to which the

Participant is entitled under the Company's vacation policy, past practice or special agreement in effect immediately prior to September 13, 1991;

(f) The failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the Separation Allowance Agreement (the form of which was approved by the Board of Directors at a regularly scheduled meeting on July 20, 1988, and subsequently amended by the Board of Directors on November 29, 1990) between the Company and the Participant, if any; or

(g) Any purported termination of any Participant who has entered into a Separation Allowance Agreement which is (i) not effected pursuant to any notices required to be delivered pursuant to said Agreement or (ii) effected pursuant to a notice that does not satisfy the requirements of said Agreement. For purposes of the Plan, no such purported termination shall be effective except as constituting Good Reason.

2. Establishment of Trust. After the change of control of NCR Corporation, the Committee caused the creation and funding of a trust (the

"Trust") to meet the obligations created under the Plan. The Trust is subject to the claims of general creditors of the Company. The trustee of the Trust shall hereinafter be referred to as the "Trustee." In no event shall a Participant have any greater rights in the assets of the Trust than those of a general unsecured creditor of the Company.

3. Claims for Benefits. The Company shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with Appendix A of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such Appendix A, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). The following claims procedures shall be applicable to all claims for benefits under the Plan:

1. The Committee shall make the initial determination as to the rights of any Participant or beneficiary under the Plan ("Claimant") to a benefit under the Plan. Any denial by the Committee of a claim for benefits under the Plan (whether in whole or in part) shall be stated in writing and delivered by mail to the Claimant. Such notice shall set forth the specific reasons for the denial and specific references to any additional material or information necessary for the Claimant to review the reasons for the denial.

2. The Claimant may appeal the Committee's denial of benefits in whole or in part to the Trustee within 60 days of receiving notice of such denial by the Committee. Such request for review shall be made in writing by mail to the Trustee. The Claimant may submit any information and documentation he believes relevant to his appeal and may

request the ability to review pertinent documents of the Company that have not otherwise been made available to him. If the Company does not produce any documents requested by a Claimant, the Trustee shall assume for purposes of its determination that such documents do not have any negative implication with respect to the Claimant's claim for benefits under the Plan. The burden of proof shall be upon the Company to establish its basis for the denial in whole or in part of a claim.

3. The Trustee shall make a de novo review of the benefit claimed by a Claimant. The Trustee may establish its own procedures within the guidelines set forth herein. Its determination shall be final, conclusive and binding upon the Company and the Claimant. The Claimant and the Company shall have the opportunity to appear before the Trustee to establish their positions with respect to the claimed benefits and to submit any documentation that they want the Trustee to consider. Any such documentation submitted by either party to the Trustee must be made available to the opposing party at least 15 days prior to the final date of submission of position papers and documentation to the Trustee. The Trustee shall render an opinion as to the determination of benefits no later than 60 days after the receipt by the Trustee of all documentation and position papers submitted by the parties.

IN WITNESS WHEREOF, the Company has caused this Appendix A to the Plan to be executed on this 20th day of January, 1995.

FOR AT&T GLOBAL INFORMATION
SOLUTIONS COMPANY

By_____
Jerre L. Stead

APPENDIX B

TABLE 1

Joint and 50% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at one-half the rate after his death during the remaining lifetime of such spouse.

<TABLE>
<CAPTION>

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
70	96.0	95.6	95.1	94.6	94.1	93.5	92.8	92.1	91.3	90.4	89.5	88.5	87.4	86.3	85.1	83.9
69	95.6	95.2	94.7	94.2	93.6	93.0	92.3	91.5	90.7	89.8	88.8	87.8	86.7	85.5	84.3	83.0
68	95.3	94.8	94.3	93.7	93.1	92.4	91.7	90.9	90.0	89.1	88.1	87.0	85.9	84.7	83.4	82.1
67	94.9	94.4	93.9	93.3	92.6	91.9	91.1	90.3	89.4	88.4	87.4	86.3	85.1	83.9	82.6	81.2
66	94.6	94.0	93.5	92.8	92.1	91.4	90.6	89.7	88.8	87.7	86.7	85.5	84.3	83.0	81.7	80.3
65	94.2	93.6	93.0	92.3	91.6	90.8	90.0	89.0	88.1	87.0	85.9	84.8	83.5	82.2	80.9	79.5
64	93.8	93.2	92.5	91.8	91.1	90.3	89.4	88.4	87.4	86.3	85.2	84.0	82.7	81.4	80.0	78.6
63	93.4	92.7	92.1	91.3	90.6	89.7	88.8	87.8	86.8	85.7	84.5	83.3	82.0	80.6	79.2	77.8
62	92.9	92.3	91.6	90.8	90.0	89.1	88.2	87.2	86.1	85.0	83.8	82.6	81.2	79.9	78.4	76.9
61	92.5	91.9	91.1	90.3	89.5	88.6	87.6	86.6	85.5	84.3	83.1	81.8	80.5	79.1	77.6	76.2
60	92.1	91.4	90.7	89.8	89.0	88.0	87.0	86.0	84.8	83.6	82.4	81.1	79.8	78.3	76.9	75.4
59	91.7	91.0	90.2	89.3	88.4	87.5	86.4	85.4	84.2	83.0	81.7	80.4	79.1	77.6	76.1	74.6
58	91.2	90.5	89.7	88.8	87.9	86.9	85.9	84.8	83.6	82.4	81.0	79.8	78.4	76.9	75.4	73.9
57	90.8	90.0	89.2	88.3	87.4	86.4	85.3	84.2	83.0	81.7	80.4	79.1	77.7	76.2	74.7	73.2
56	90.4	89.6	88.7	87.8	86.9	85.8	84.7	83.6	82.4	81.1	79.8	78.5	77.0	75.6	74.0	72.5
55	89.9	89.1	88.3	87.3	86.3	85.3	84.2	83.0	81.8	80.5	79.2	77.9	76.4	74.9	73.4	71.8
54	89.5	88.7	87.8	86.9	85.8	84.8	83.7	82.5	81.2	79.9	78.6	77.3	75.8	74.3	72.8	71.2
53	89.1	88.2	87.3	86.4	85.4	84.3	83.1	81.9	80.7	79.4	78.0	76.7	75.2	73.7	72.2	70.6
52	88.7	87.8	86.9	85.9	84.9	83.8	82.6	81.4	80.1	78.8	77.4	76.1	74.6	73.1	71.6	70.0
51	88.3	87.4	86.4	85.4	84.4	83.3	82.1	80.9	79.6	78.3	76.9	75.6	74.1	72.6	71.0	69.5
50	87.8	87.0	86.0	85.0	83.9	82.8	81.6	80.4	79.1	77.8	76.4	75.1	73.6	72.1	70.5	68.9

</TABLE>

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX B

TABLE 2

Joint and 75% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at three-fourths the rate after his death during the remaining lifetime of such spouse.

<TABLE>
<CAPTION>

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
70	94.1	93.5	92.8	92.1	91.3	90.5	89.6	88.5	87.5	86.3	85.0	83.7	82.3	80.8	79.3	77.7
69	93.6	93.0	92.3	91.5	90.7	89.8	88.8	87.8	86.6	85.4	84.1	82.7	81.2	79.7	78.1	76.5
68	93.1	92.4	91.7	90.9	90.0	89.1	88.0	86.9	85.8	84.5	83.1	81.7	80.2	78.6	77.0	75.4
67	92.6	91.9	91.1	90.3	89.3	88.3	87.3	86.1	84.9	83.6	82.2	80.7	79.2	77.6	75.9	74.2
66	92.1	91.3	90.5	89.6	88.7	87.6	86.5	85.3	84.0	82.7	81.2	79.7	78.2	76.5	74.9	73.1
65	91.5	90.7	89.8	88.9	87.9	86.8	85.7	84.4	83.1	81.7	80.2	78.8	77.2	75.5	73.8	72.1
64	90.9	90.1	89.2	88.2	87.2	86.1	84.9	83.6	82.2	80.8	79.3	77.8	76.2	74.5	72.8	71.0
63	90.4	89.5	88.6	87.6	86.5	85.3	84.1	82.8	81.4	79.9	78.4	76.9	75.2	73.5	71.8	70.0
62	89.8	88.9	87.9	86.9	85.8	84.6	83.3	81.9	80.5	79.0	77.5	75.9	74.3	72.5	70.8	69.0
61	89.2	88.3	87.3	86.2	85.0	83.8	82.5	81.1	79.7	78.2	76.6	75.0	73.3	71.6	69.8	68.0
60	88.6	87.6	86.6	85.5	84.3	83.1	81.7	80.3	78.9	77.3	75.7	74.1	72.4	70.7	68.9	67.1
59	88.0	87.0	86.0	84.8	83.6	82.3	81.0	79.5	78.0	76.5	74.9	73.3	71.6	69.8	68.0	66.2
58	87.4	86.4	85.3	84.1	82.9	81.6	80.2	78.8	77.2	75.7	74.0	72.4	70.7	69.0	67.2	65.4
57	86.8	85.8	84.6	83.5	82.2	80.9	79.5	78.0	76.5	74.9	73.2	71.6	69.9	68.1	66.3	64.5
56	86.2	85.1	84.0	82.8	81.5	80.2	78.7	77.3	75.7	74.1	72.4	70.8	69.1	67.3	65.5	63.7
55	85.6	84.5	83.4	82.1	80.8	79.5	78.0	76.5	75.0	73.4	71.7	70.1	68.3	66.6	64.8	63.0
54	85.1	83.9	82.7	81.5	80.2	78.8	77.3	75.8	74.3	72.6	71.0	69.4	67.6	65.8	64.1	62.3
53	84.5	83.3	82.1	80.9	79.5	78.1	76.7	75.1	73.6	71.9	70.3	68.7	66.9	65.1	63.4	61.6
52	83.9	82.8	81.5	80.2	78.9	77.5	76.0	74.5	72.9	71.3	69.6	68.0	66.2	64.5	62.7	60.9
51	83.4	82.2	80.9	79.6	78.3	76.9	75.4	73.9	72.3	70.6	68.9	67.3	65.6	63.8	62.1	60.3
50	82.8	81.6	80.4	79.1	77.7	76.3	74.8	73.2	71.6	70.0	68.3	66.7	65.0	63.2	61.5	59.7

</TABLE>

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX B

TABLE 3

Joint and 100% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at the same rate after his death during the remaining lifetime of such spouse.

<TABLE>
<CAPTION>

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
70	92.3	91.5	90.7	89.8	88.8	87.7	86.5	85.3	83.9	82.5	81.0	79.4	77.7	75.9	74.1	72.3
69	91.7	90.9	90.0	89.0	88.0	86.8	85.6	84.3	82.9	81.4	79.8	78.2	76.5	74.7	72.8	70.9
68	91.0	90.2	89.2	88.2	87.1	85.9	84.7	83.3	81.9	80.3	78.7	77.0	75.2	73.4	71.5	69.6
67	90.4	89.5	88.5	87.4	86.3	85.0	83.7	82.3	80.8	79.2	77.6	75.8	74.0	72.2	70.3	68.4
66	89.7	88.7	87.7	86.6	85.4	84.1	82.8	81.3	79.8	78.2	76.5	74.7	72.9	71.0	69.1	67.1
65	89.0	88.0	86.9	85.7	84.5	83.2	81.7	80.2	78.7	77.0	75.3	73.6	71.7	69.8	67.9	65.9
64	88.3	87.2	86.1	84.9	83.6	82.2	80.8	79.3	77.6	75.9	74.2	72.4	70.6	68.7	66.7	64.7
63	87.5	86.5	85.3	84.1	82.7	81.3	79.8	78.3	76.6	74.9	73.1	71.4	69.5	67.5	65.6	63.6
62	86.8	85.7	84.5	83.2	81.9	80.4	78.9	77.3	75.6	73.9	72.1	70.3	68.4	66.5	64.5	62.5
61	86.1	84.9	83.7	82.4	81.0	79.5	78.0	76.3	74.6	72.9	71.0	69.3	67.4	65.4	63.5	61.5
60	85.4	84.2	82.9	81.6	80.1	78.6	77.0	75.4	73.7	71.9	70.0	68.3	66.3	64.4	62.4	60.5
59	84.6	83.4	82.1	80.7	79.3	77.7	76.1	74.5	72.7	70.9	69.1	67.3	65.4	63.4	61.5	59.5
58	83.9	82.6	81.3	79.9	78.4	76.9	75.2	73.6	71.8	70.0	68.1	66.3	64.4	62.5	60.5	58.6
57	83.2	81.9	80.5	79.1	77.6	76.0	74.4	72.7	70.9	69.1	67.2	65.4	63.5	61.6	59.6	57.7
56	82.4	81.1	79.8	78.3	76.8	75.2	73.5	71.8	70.0	68.2	66.4	64.6	62.7	60.7	58.8	56.9
55	81.7	80.4	79.0	77.5	76.0	74.4	72.7	71.0	69.2	67.4	65.5	63.7	61.8	59.9	58.0	56.1
54	81.0	79.7	78.2	76.8	75.2	73.6	71.9	70.2	68.4	66.6	64.7	62.9	61.0	59.1	57.2	55.3
53	80.3	79.0	77.5	76.0	74.4	72.8	71.1	69.4	67.6	65.8	63.9	62.2	60.3	58.4	56.5	54.6
52	79.6	78.3	76.8	75.3	73.7	72.1	70.4	68.6	66.9	65.0	63.2	61.4	59.5	57.7	55.8	53.9
51	79.0	77.6	76.1	74.6	73.0	71.4	69.7	67.9	66.1	64.3	62.5	60.7	58.9	57.0	55.1	53.2
50	78.3	76.9	75.4	73.9	72.3	70.7	69.0	67.2	65.5	63.6	61.8	60.1	58.2	56.3	54.5	52.6

</TABLE>

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

FIRST AMENDMENT TO

THE RETIREMENT PLAN FOR OFFICERS OF NCR

AMENDMENT TO THE RETIREMENT PLAN FOR OFFICERS OF NCR (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997; and

WHEREAS, desires to make certain technical changes to the Plan terms;

NOW, THEREFORE, NCR does hereby amend the Plan, effective January 1, 1997, as follows:

1. The definition of "Career Average Monthly Salary" in ARTICLE I is hereby amended to read as follows:

> "Career Average Monthly Salary" shall mean a Participant's average monthly salary for all years of Service immediately preceding the Termination Date or the date of the Participant's termination of participation in the Plan, including amounts received by a Participant from the Company through the U.S. payroll while actively employed that are currently includible in gross income for Federal income tax purposes, and sick pay and any salary deferral contributions made by the Company on behalf of the Participant for the Plan Year; but excluding expense reimbursements, fringe benefits, moving expenses, deferred compensation, welfare benefits, signing bonuses, retention bonuses and severance pay."

2. ARTICLE V Eligibility is hereby amended to read as follows:

> "Participants in the Plan on December 31, 1996 shall continue to participate in the Plan. Effective January 1, 1997, any employee of the Company who is hired at or promoted to a Band I position, and any employee of the Company who is hired at or promoted to a Band II position in the United States, shall become a Participant effective as of the first day of employment in such position. The Committee, in its discretion, may designate other employees of the Company as Participants in the Plan.
>
> "Participation shall cease on the earlier of the date on which the Participant terminates employment with the Company or dies, or the date on which the Participant ceases serving in a Band I or Band II position, provided that the Committee, in its discretion, may designate a later date for termination of an individual's participation in the Plan."

3. Subsection 1(a) of ARTICLE VIII, Form of Benefit Payments, is hereby amended to read as follows:

> "(a) In the case of a Participant with a Spouse on the date payment of the Participant's benefits hereunder commence, a monthly Joint and Survivor Annuity having an actuarial value (as determined in Table I of Appendix B hereto) equivalent to that of his or her benefit determined in accordance with Section 1 or 2 of ARTICLE VII, under which level pension benefits are payable to the Participant during his or her lifetime and to the Participant's Spouse at 50% of such rate after the Participant's death and during the remaining lifetime of the Participant's Spouse."

4. Subsection 2(b) of ARTICLE VIII, Form of Benefit Payments, is hereby amended to read as follows:

> "(b) A Joint and Survivor Annuity (in an amount determined in accordance with Table 2 or 3 of Appendix A hereto) payable during the lifetime of the Participant and continuing after his or her death at a 75% or 100% rate during the remaining lifetime of the Participant's Spouse if such Spouse survives the Participant."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 15th day of August, 1997.

FOR NCR CORPORATION

By: _____

Richard H. Evans
Senior Vice President, Global Human Resources

SECOND AMENDMENT TO
THE RETIREMENT PLAN FOR OFFICERS OF NCR

AMENDMENT TO THE RETIREMENT PLAN FOR OFFICERS OF NCR (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997; and

WHEREAS, NCR desires to change the vesting schedule of the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan, effective January 1, 2001, as follows:

1. Paragraph 3 of ARTICLE VII is hereby amended to read as follows:

> 3. A Participant shall be entitled to benefits under the Plan only if he or she is vested in the Plan benefit at the time his or her employment with the Company terminates, or his or her participation in the Plan terminates due to change in employment status. A Participant shall become vested in his or her Plan benefit upon (1) completion of five years of service with the Company, or (2) the Participant's death while employed by the Company.

2. Paragraph 4 of ARTICLE VII is hereby amended to read as follows:

> 4. If a Participant's participation in the Plan terminates due to a change in such Participant's employment status with the Company, the amount of his or her benefits shall be computed in accordance with Section 1 or 2 of this ARTICLE VII; provided, however, that for purposes of determining the Pension Plan Benefit, the portion of any pension paid to such former Participant under the Pension Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 24th day of October, 2001.

FOR NCR CORPORATION

By: _____
Wilbert Buiter
Senior Vice President, Human Resources

EXHIBIT 10.8.3

THIRD AMENDMENT TO THE **RETIREMENT PLAN**

FOR OFFICERS OF NCR

AMENDMENT TO THE **RETIREMENT PLAN FOR OFFICERS OF NCR** (the "Plan") as

restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997,amended by a First Amendment executed August 15, 1997 and a Second Amendmentexecuted October 24, 2001; and

WHEREAS, NCR desires to amend the Plan to admit no new participants to thePlan;

NOW, THEREFORE, NCR does hereby amend the Plan, effective June 1, 2002, asfollows:

1. ARTICLE V is hereby amended by the addition of the following newparagraph:

Notwithstanding the above, effective June 1, 2002, no new participants willbe admitted to the Plan.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to beexecuted this 31st day of July, 2002.

FOR NCR CORPORATION

By: |s|Wilbert Buiter

Wilbert Buiter
Senior Vice President, Human Resources

Exhibit 10.7.4

FOURTH AMENDMENT TO THE **RETIREMENT PLAN**

FOR OFFICERS OF NCR

AMENDMENT TO THE **RETIREMENT PLAN FOR OFFICERS OF NCR** (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997, amended by a First Amendment executed August 15, 1997, a Second Amendment executed October 24, 2001, and a Third Amendment effective June 1, 2002 that closed the Plan to new Participants effective June 1, 2002, and

WHEREAS, NCR desires to amend the Plan to conform the eligibility requirements to the Company's new job evaluation system that designates positions grades instead of bands effective January 1, 2006;

NOW, THEREFORE, NCR does hereby amend the Plan, effective January 1, 2006, as follows:

1. ARTICLE V, as amended by the First Amendment, is hereby further amended by replacement of the second paragraph with the following:

"Participation shall cease on the earlier of the date on which the Participant terminates employment with the Company or dies."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 27 th day of February, 2006.

FOR NCR CORPORATION

By: |s|Christine Wallace

Christine Wallace

Senior Vice President, Human Resources

Exhibit 10.13.4

FIFTH AMENDMENT TO THE **RETIREMENT PLAN**

FOR OFFICERS OF NCR

AMENDMENT TO THE **RETIREMENT PLAN FOR OFFICERS OF NCR** (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997, amended by a First Amendment executed August 15, 1997, a Second Amendment executed October 24, 2001, a Third Amendment effective June 1, 2002 that closed the Plan to new Participants effective June 1, 2002, and a Fourth Amendment effective January 1, 2006; and

WHEREAS, NCR desires to amend the Plan to cease accruals as of December 31, 2006 and to make other technical corrections;

NOW, THEREFORE, NCR does hereby amend the Plan, effective December 31, 2006, as follows:

1. Paragraph 1 of ARTICLE VII as amended by the First Amendment, is hereby amended by the addition of the following new sentence:

"Effective December 31, 2006, no additional benefits shall accrue under the Plan, and the calculation of benefits accrued as of December 31, 2006 shall be based on service, compensation and the Pension Plan Benefit determined as of such date."

2. Subsection 1(a) of ARTICLE VIII, Form of Benefit Payments, as amended by the First Amendment, is hereby further amended to read as follows:

"(a) In the case of a Participant with a Spouse on the date payment of the Participant's benefits hereunder commence, a monthly Joint and Survivor Annuity having an actuarial value (as determined using the applicable actuarial assumptions in effect for the NCR Pension Plan as of the date of benefit commencement) equivalent to that of his or her benefit determined in accordance with Section I or 2 of ARTICLE VII, under which level pension benefits are payable to the Participant during his or her lifetime and to the Participant's Spouse at 50% of such rate after the Participant's death and during the remaining lifetime of the Participant's Spouse."

3. The conversion tables for determining joint and survivor benefits in Appendix B are hereby deleted.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 18 th day of December, 2006.

FOR NCR CORPORATION

By: |s|Bridie Fanning
Bridie Fanning
Senior Vice President, Human Resources



SEC Filings

10-K

NCR CORP filed this Form 10-K on 02/26/2009

Entire Document

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EXHIBIT 10.22.5

THE RETIREMENT PLAN FOR OFFICERS OF NCR

(AMENDED AND RESTATED EFFECTIVE DECEMBER 31, 2008)

WHEREAS, this Plan was originally adopted effective as of May 17, 1989, and has been amended from time to time; and

WHEREAS, to comply with final regulations issued under Section 409A of the Code, the Company desires to amend and restate the Plan;

NOW THEREFORE, the Plan is hereby amended and restated in its entirety, as set forth herein, effective as of December 31, 2008.

ARTICLE I

DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Affiliate" shall have meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"AT&T" means AT&T Corp., a New York corporation, and its successors.

"Board of Directors" means the Board of Directors of NCR Corporation.

"Career Average Monthly Salary" shall mean a Participant's average monthly salary for all years of Service immediately preceding the Termination Date or the date of the Participant's termination of participation in the Plan, including amounts received by a Participant from the Company through the U.S. payroll while actively employed that are currently includible in gross income for Federal income tax purposes, and sick pay and any salary deferral contributions made by the Company on behalf of the Participant for the Plan Year; but excluding expense reimbursements, fringe benefits, moving expenses, deferred compensation, welfare benefits, signing bonuses, retention bonuses and severance pay.

If a Participant, because of absence for sickness or disability or other authorized leave of absence, does not have earnings, base earnings shall be imputed at the last rate in effect immediately prior to the commencement of such absence for the period of such absences, but in no event more than 20 quarters.

"Committee" means the Compensation and Human Resource Committee of the Board of Directors.

"Company" means NCR Corporation, a Maryland corporation, and its successors.

"Disability" means the inability of a Participant, because of bodily injury or disease which results from an avoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Committee.

"409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

"Participant" shall have the meaning set forth in ARTICLE IV.

"Pension Plan" means the NCR Pension Plan.

"Pension Plan Benefit" means the monthly amount of any employer-provided pension paid to a Participant under the Pension Plan or any other defined benefit pension plan of the Company, a subsidiary or Affiliate thereof, with respect to the Participant's Service, excluding, however, any monthly amount payable to a Participant from his PensionPlus account under the Pension Plan. "Pension Plan Benefit" shall also include any monthly amount received by a Participant from the Nonqualified Excess Plan, or any long-term disability plan sponsored by the Company or a subsidiary or Affiliate thereof, during such time as the Participant receives such long-term disability benefit.

"Plan" means The Retirement Plan for Officers of NCR, as embodied herein or as amended from time to time.

"Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this definition shall mean Teradata Corporation, instead of NCR Corporation.

"Service" means a Participant's period of employment with the Company, a subsidiary or Affiliate thereof, or a predecessor of any of the foregoing from the date of participation in the Plan to the earlier of the Termination Date or the date of loss of participating status under this Plan. Service shall be computed to the nearest full month.

"Spouse" means the spouse of a Participant who was legally married to the Participant on the date payment of the Participant's benefits commence hereunder.

"Termination Date" means the date on which a Participant ceases to be employed by the Company or any of its foreign or domestic subsidiaries, by reason of such Participant's death, disability, retirement, resignation, discharge or otherwise.

ARTICLE II

PURPOSE

The purpose of the Plan is to provide for the payment of supplemental retirement benefits to executives of the Company in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III

ADMINISTRATION

The Plan shall be administered by the Committee. The Committee is authorized, subject to the provisions of the Plan, to select Participants, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable. All

such determinations, interpretations and actions by the Committee under the Plan or with respect to any benefits thereunder shall be final and binding on all persons.

ARTICLE IV

ELIGIBILITY

Participants in the Plan on December 31, 1996 shall continue to participate in the Plan. Effective January 1, 1997, any employee of the Company who is hired at or promoted to a Band I position, and any employee of the Company who is hired at or promoted to a Band II position in the United States, shall become a Participant effective as of the first day of employment in such position. The Committee, in its discretion, may designate other employees of the Company as Participants in the Plan.

Participation shall cease on the earlier of the date on which the Participant terminates employment with the Company or dies.

Notwithstanding the above, effective June 1, 2002, no new participants will be admitted to the Plan.

ARTICLE V

AGREEMENTS

Participants in, and the benefits to which each Participant may be entitled under, the Plan shall be evidenced by agreements between the Company and each Participant, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VI

RETIREMENT AND TERMINATION BENEFITS

1. A Participant who retires at or after his or her 65th birthday shall be entitled to receive monthly benefits under the Plan in an amount equal to (a) minus (b).

(a) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Service.

(b) The Pension Plan Benefit.

Effective December 31, 2006, no additional benefits shall accrue under the Plan, and the calculation of benefits accrued as of December 31, 2006 shall be based on service, compensation and the Pension Plan Benefit determined as of such date.

2. In the event a Participant retires or terminates employment with the Company on or after his or her 55th birthday and prior to his or her 65th birthday, the benefit he or she is entitled to receive shall be the amount determined pursuant to Section 1 of this ARTICLE VI, reduced in accordance with the following table:

Age at Termination Date	Percentage of Monthly Benefit which shall be paid commencing on the Termination Date
62 and over	100.0 %
61	94 %
60	88 %
59	82 %
58	76 %
57	70 %
56	64 %
55	58 %
54	52 %
53	46 %
52	40 %
51	34 %
50	28 %

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3. A Participant shall be entitled to benefits under the Plan only if he or she is vested in the Plan benefit at the time his or her employment with the Company terminates, or his or her participation in the Plan terminates due to change in employment status. A Participant shall become vested in his or her Plan benefit upon (1) completion of five years of service with the Company, or (2) the Participant's death while employed by the Company.

4. If a Participant's participation in the Plan terminates due to a change in such Participant's employment status with the Company, the amount of his or her benefits shall be computed in accordance with Section 1 or 2 of this ARTICLE VI; provided, however, that for purposes of determining the Pension Plan Benefit, the portion of any pension paid to such former Participant under the Pension Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

5. Notwithstanding any other provisions of the Plan, and except as otherwise provided in Appendix A, if a Participant is discharged by the Company for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

6. If at any time the Committee, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with the Company, he or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 6 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination

shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

7. Except as otherwise provided in Appendix A, the Committee shall have the sole discretion to determine if a Participant has retired or terminated employment with the Company and if any termination is voluntary or involuntary.

8. A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991 and who is a Participant and actively employed by the Company or a subsidiary or Affiliate thereof on and after January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in this ARTICLE VI.

ARTICLE VII

TIME AND FORM OF BENEFIT PAYMENTS

1. Grandfathered Participants. Each Participant listed on Appendix B, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his Spouse) shall continue to receive or commence receiving his benefits under Article VI or Appendix A (as applicable) at the same time and in the same form as the Participant's (or Spouse's) benefit under the Pension Plan, in accordance with administrative rules in effect under the Plan as of October 3, 2004. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

2. Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(a) Except as otherwise provided in ARTICLE VIII or this ARTICLE VII, each Covered Participant may elect to have his benefits under ARTICLE VI or Appendix A (as applicable) commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following the attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this ARTICLE VII(2)(a), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant that will attain in 2009). The election described in this ARTICLE VII(2)(a) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(b) Except as otherwise provided in ARTICLE VIII or this ARTICLE VII, each Covered Participant may elect to have his benefits under ARTICLE VI or Appendix A (as applicable) paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this ARTICLE VII(2)(b), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to ARTICLE VII(2)(a) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to ARTICLE VII(2)(a) will be deemed to have irrevocably

elected a 50% joint and survivor annuity. The election described in this ARTICLE VII(2)(b) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this ARTICLE VII(2)(b) at any time prior to the payment commencement date.

(c) The elections described in this ARTICLE VII(2) shall also apply to the Covered Participant's benefits, if any, under the NCR Nonqualified Excess Plan, the NCR Officer Plan, the NCR Mid Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. This ARTICLE VII(2) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this ARTICLE VII(2) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

3. Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE VIII

PRE-RETIREMENT BENEFITS

With respect to Participants eligible for the benefits described in Appendix A, except as provided in Section 4 below, the provisions of this ARTICLE VIII shall be, in all respects, subject to Appendix A and, in the event of any conflict between the terms of Appendix A and any other terms of the Plan, the terms of Appendix A shall prevail and supersede any such other terms.

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and the Participant attaining age 55, but prior to such Participant's (a) retirement or other termination of employment with the Company, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the Participant is a Covered Participant, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date of his death. However, such benefits shall not be reduced pursuant to Section 2 of ARTICLE VI.

2. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's (a) retirement or other termination of employment with the Company, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the

Participant is a Covered Participant, and, in either case, prior to the Participant attaining age 55, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date following the day he would have attained age 55. Such benefits shall be reduced pursuant to Section 2 of ARTICLE VI to those payable at age 55.

3. Notwithstanding any election by a Participant pursuant to ARTICLE VII(2), benefits payable pursuant to ARTICLE VIII(1), (2) or (4) shall be paid in equal bi-weekly installments for the life of the Spouse, commencing (a) for a Grandfathered Participant, at the date of the Grandfathered Participant's death, and (b) for a Covered Participant, on the later of (i) the first business day of the seventh month immediately following the Covered Participant's death, or (ii) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

4. In the event of the death, prior to (a) termination of employment, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the Participant is a Covered Participant, of a Participant who would have been entitled to a benefit under Appendix A had he terminated employment immediately prior to his death, a survivor benefit will be payable to the Participant's Spouse, if any, equal to the greater of (i) 50 percent of the amount of the benefit the Participant would have received under Appendix A if he had terminated employment immediately prior to his death (assuming he is at least age 50 solely for purposes of calculating the reduction in the benefit for early commencement), or (ii) the benefit calculated under Section 1 or 2 of this ARTICLE VIII, as applicable, without regard to Appendix A.

ARTICLE IX

CERTAIN PROVISIONS RELATING TO PARTICIPATION

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of the Company to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to ARTICLE XI, ARTICLE XII or Appendix A, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by the Company, the Board of Directors and the Committee.

4. The Plan shall not be deemed a substitute for any retirement or other employee benefit plan or arrangements that may now or hereafter be provided for employees of the Company generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE X

AMENDMENT AND TERMINATION

The Committee shall have the right, without the consent of any Participant, former Participant, Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between the Company and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that (a) no such action shall adversely affect any Participant's, former Participant's or Spouse's accrued benefits prior to such action under the Plan or the benefits payable under Appendix A, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in ARTICLE VII(1) of the Plan.

ARTICLE XI

CHANGE IN CONTROL

1. In the event of a Change-in-Control, as defined in Paragraph 2 below, a Participant who terminates employment with the Company during the three years following a Change-in-Control, in circumstances entitling the Participant to severance benefits under the NCR Severance Plan for Executive Positions, the NCR Change-in-Control Severance Plan for Executive Officers, the NCR Change-in-Control Severance Plan for Key At-Risk Associates or an individual letter agreement providing for change-in-control benefits will be fully vested under this Plan and entitled to receive benefits under the Plan as otherwise provided in ARTICLE VI.

2. A "Change-in-Control" means any of the following events:

(i) An acquisition by any individual, entity or group (within the meaning of Article 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended ("Exchange Act")) (an "Entity") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (1) any acquisition, directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) below; or

(ii) A change in the composition of the Board such that the individuals who, as of January 1, 1997, constitute the Board (such Board shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that for purposes of this definition, any individual who becomes a member of the Board subsequent to January 1, 1997, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this provision) shall be considered as though such individual were a member of the Incumbent Board; and provided, further however, that any such individual whose initial assumption of office occurs as a result of or in connection with either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under

the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of an Entity other than the Board shall not be so considered as a member of the Incumbent Board; or

(iii) The approval by the stockholders of the Company of a merger, reorganization or consolidation or sale or other disposition of all or substantially all of the assets of the Company (each, a "Corporate Transaction") or, if consummation of such Corporate Transaction is subject, at the time of such approval by stockholders, to the consent of any government or governmental agency, the obtaining of such consent (either explicitly or implicitly by consummation); excluding, however, such a Corporate Transaction pursuant to which (A) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 60% of, respectively, the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation or other Person (as defined in the following paragraph) which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries (a "Parent Company")) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and Outstanding Company voting Securities, as the case may be, (B) no Entity (other than the Company, any employee benefit plan (or related trust) of the Company, such corporation resulting from such Corporate Transaction or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Corporate Transaction, such Parent Company) will beneficially own, directly or indirectly, 20% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors unless such ownership resulted solely from ownership of securities of the Company prior to the Corporate Transaction, and (C) individuals who were members of the incumbent Board will immediately after the consummation of the Corporate Transaction constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction (or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Corporate Transaction, of the Parent Company); or

(iv) The approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

As used herein, "Person" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, limited liability company, other entity or government or political subdivision thereof.

Notwithstanding anything herein to the contrary, the distribution by AT&T Corp. to its shareowners of all the outstanding shares of common stock of NCR Corporation shall not constitute a "Change In Control."

3. A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991 and who was a Participant and actively employed by the Company or a subsidiary or Affiliate thereof continuously through January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in ARTICLE VI.

ARTICLE XII

MISCELLANEOUS

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Ohio.

3. This ARTICLE XII(3) applies only to Covered Participants described in ARTICLE VII(2) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Committee may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

4. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Committee, the 409A Committee or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.

NCR CORPORATION

By: /s/ Andrea Ledford

Name: Andrea Ledford

Title: Senior Vice President, Human Resources

APPENDIX A

The provisions of this Appendix A shall apply to a Participant in the Plan who was a Participant for at least one year prior to September 13, 1991, and who was a Participant and actively employed by the Company or a subsidiary or Affiliate continuously through January 1, 1995.

1. Benefits. Notwithstanding any other provision of the Plan, the Participant's termination benefits under the Plan shall be determined as follows:

A. Additions to Service

(l) For purposes of this Appendix A, each Participant's Service as of September 13, 1991, shall be deemed to be increased by sixty (60) months. The Participant's additional sixty (60) months of Service shall be his or her "Additional Service." The Participant's Service together with his or her Additional Service shall be his or her "Deemed Service."

B. Termination Benefits. The Participant shall be entitled to receive, beginning at the time determined under Article VII of this Plan, the termination benefits set forth in Sections (l), (2) or (3) below:

(l) A Participant who has attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in an amount equal to the greater of (a) or (b); minus (c).

(a) (i) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service (reduced by the number of years of Additional Service), plus

(ii) 2.5% of the Participant's Remuneration (as defined below) multiplied by the Participant's Additional Service.

(b) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service.

(c) The Pension Plan Benefit.

(2) Except as provided in paragraph (3) below, a Participant who has not yet attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in the amount determined pursuant to paragraph (l) above, reduced by the lesser of (i) 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%, or (ii) the reduction contained in the table set forth in ARTICLE VI(2) of the Plan.

(3) A Participant designated as an "Executive Participant" by the Board of Directors (an "Executive Participant") who is under the age of sixty (60) as of September 13, 1991 shall be entitled to receive the greater of (a) or (b) below:

(a) The benefits calculated under paragraph (2) above.

(b) 50% of the Participant's Remuneration (as defined below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(4) Remuneration - shall mean for a Participant other than an Executive Participant, assuming a "Termination Date" within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration, one twelfth of the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the "Termination Date," (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the "Termination Date" occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the "Termination Date."

- shall mean for an Executive Participant, one twelfth of (a) with respect to a Termination Date following September 13, 1991 and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and (b) with respect to a Termination Date subsequent to December 31, 1996, the amount determined under (a) above, assuming the Termination Date within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration.

C. Change in Status. In the event that, at any time after September 13, 1991 and while in the employ of the Company, a change occurs in the employment status of the Participant as provided in ARTICLE VI(3) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by the Company, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this Appendix A shall continue to apply.

D. Waiver of Covenant Not to Compete. In the event that the Participant's employment is terminated pursuant to an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VI(6) of the Plan shall not apply. In the event that the Participant's employment is terminated for any reason other than an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VI(6) of the Plan shall apply for a period of one (1) year following the Participant's or former Participant's Termination Date.

(1) Definition of Involuntary Termination. A termination of employment shall be an Involuntary Termination if it is not the result of a Participant's death or disability (as defined under the then current disability plan of the Company covering the Participant) and, (i) if by the Company, is not for "Cause" (as defined below), or, (ii) if by the Participant, is for "Good Reason" (as defined below).

(2) Definition of Cause. For purposes of this Appendix A, "Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this definition, no act, or failure to act, on the part of the Participant shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Participant a certificate of a resolution duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors at a meeting of the Board of Directors called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board of Directors), finding that, in the good faith opinion of the Board of Directors, the Participant was guilty of conduct set forth in this paragraph and specifying the particulars thereof in detail.

(3) Definition of Good Reason. For purposes of this Appendix A, "Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

(a) The assignment to the Participant of any duties inconsistent with, or any substantial alteration in, such Participant's status or responsibilities as in effect immediately prior to September 13, 1991, including the imposition of travel obligations which differ materially from required business travel immediately prior to September 13, 1991;

(b) (i) A reduction in the Participant's annual base salary as in effect immediately before September 13, 1991; (ii) the failure to pay a bonus award to which the Participant is otherwise entitled under the terms of the CMICP, IMICP, LTI or any successor incentive compensation plans at the time at which such awards are usually paid; (iii) the award to the Participant of an annual bonus under CMICP, IMICP or any successor incentive compensation plans substantially less in amount than the annual bonus awarded to such Participant for the last complete fiscal year of the Company ending prior to September 13, 1991; or (iv) the award to the Participant of performance units under the LTI, or any successor plan, which are substantially fewer in number or would yield a substantially lower award than the units awarded to such Participant for the cycle beginning on January 1, 1991. Notwithstanding clauses (iii) and (iv) hereof, Good Reason shall not exist if the awards referred to therein are substantially less or fewer, as the case may be, because of the failure to meet objectives based on quantitative performance.

(c) A change in the principal place of the Participant's employment, as in effect immediately prior to September 13, 1991, to a location more than thirty-five (35) miles distant from the location of such principal place at such time;

(d) The failure by the Company to continue in effect any incentive compensation plan or stock compensation plan in which the Participant participates immediately prior to September 13, 1991, unless an equivalent alternative compensation arrangement (embodied in an ongoing substitute or alternative plan) has been provided to the Participant, or the failure by the Company to continue the Participant's participation in any such incentive or stock compensation plan on the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to September 13, 1991;

(e) (i) Except as required by law, the failure by the Company to continue to provide to the Participant benefits substantially equivalent, in the aggregate, to those enjoyed by the Participant under the qualified and non-qualified employee benefit and welfare plans of the Company, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, retirement, savings and profit-sharing plans, in which the Participant was eligible to participate immediately prior to

September 13, 1991; (ii) the taking of any action by the Company which would directly or indirectly materially reduce or deprive the Participant of any other material prerequisite enjoyed by the Participant immediately prior to September 13, 1991; or (iii) the failure by the Company to provide the Participant with the number of paid vacation days to which the Participant is entitled under the Company's vacation policy, past practice or special agreement in effect immediately prior to September 13, 1991;

(f) The failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the Separation Allowance Agreement (the form of which was approved by the Board of Directors at a regularly scheduled meeting on July 20, 1988, and subsequently amended by the Board of Directors on November 29, 1990) between the Company and the Participant, if any; or

(g) Any purported termination of any Participant who has entered into a Separation Allowance agreement which is (i) not effected pursuant to any notices required to be delivered pursuant to said Agreement or (ii) effected pursuant to a notice that does not satisfy the requirements of said Agreement. For purposes of the Plan, no such purported termination shall be effective except as constituting Good Reason.

2. Establishment of Trust. After the change of control of NCR Corporation, the Committee caused the creation and funding of a trust (the "Trust") to meet the obligations created under the Plan. The Trust is subject to the claims of general creditors of the Company. The trustee of the Trust shall hereinafter be referred to as the "Trustee." In no event shall a Participant have any greater rights in the assets of the Trust than those of a general unsecured creditor of the Company.

3. Claims for Benefits. The Company shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with Appendix A of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such Appendix A, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). In the case of a Covered Participant, any legal fees and expenses reimbursed pursuant to this Appendix A must be incurred during the lifetime of the Covered Participant, and (ii) any such reimbursements shall be paid no later than the end of the calendar year next following the calendar year in which the Covered Participant incurs the reimbursable legal fees and expenses, (ii) the amount of reimbursable legal fees and expenses that the Company is obligated to pay during any given calendar year shall not affect the amount of reimbursable legal fees and expenses that the Company is obligated to pay or provide during any other calendar year, and (iii) a Covered Participant's right to have the Company reimburse legal fees and expenses may not be liquidated or exchanged for any other benefit. The following claims procedures shall be applicable to all claims for benefits under the Plan:

1. The Committee shall make the initial determination as to the rights of any Participant or beneficiary under the Plan ("Claimant") to a benefit under the Plan. Any denial by the Committee of a claim for benefits under the Plan (whether in whole or in part) shall be stated in writing and delivered by mail to the Claimant. Such notice shall set forth the specific reasons for the denial and specific references to any additional material or information necessary for the Claimant to review the reasons for the denial.

2. The Claimant may appeal the Committee's denial of benefits in whole or in part to the Trustee within 60 days of receiving notice of such denial by the Committee. Such request for review shall be made in writing by mail to the Trustee. The Claimant may submit any information and documentation he believes relevant to his appeal and may request the ability to review pertinent documents of the Company that have not otherwise been made available to him. If the Company does not produce any documents

requested by a Claimant, the Trustee shall assume for purposes of its determination that such documents do not have any negative implication with respect to the Claimant's claim for benefits under the Plan. The burden of proof shall be upon the Company to establish its basis for the denial in whole or in part of a claim.

3. The Trustee shall make a de novo review of the benefit claimed by a Claimant. The Trustee may establish its own procedures within the guidelines set forth herein. Its determination shall be final, conclusive and binding upon the Company and the Claimant. The Claimant and the Company shall have the opportunity to appear before the Trustee to establish their positions with respect to the claimed benefits and to submit any documentation that they want the Trustee to consider. Any such documentation submitted by either party to the Trustee must be made available to the opposing party at least 15 days prior to the final date of submission of position papers and documentation to the Trustee. The Trustee shall render an opinion as to the determination of benefits no later than 60 days after the receipt by the Trustee of all documentation and position papers submitted by the parties.

APPENDIX B

GRANDFATHERED PARTICIPANTS

[Names of individual participants omitted]

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FIRST AMENDMENT TO THE

RETIREMENT PLAN FOR OFFICERS OF NCR

(As Amended and Restated Effective December 31, 2008)

AMENDMENT TO THE RETIREMENT PLAN FOR OFFICERS OF NCR as restated and in effect December 31, 2008 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective May 17, 1989;

WHEREAS, the Plan was amended and restated effective December 31, 2008;

WHEREAS, NCR desires that all retirement plans of NCR be subject to uniform provisions and procedures for plan administration, benefit claims and appeals; and

WHEREAS, this amendment was approved by the Compensation and Human Resource Committee of the NCR Corporation Board of Directors at its meeting on October 23, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of October 23, 2012:

1. The defined term "Committee" in Article I is hereby amended to read in its entirety as follows:

> "Committee" means the Compensation and Human Resource Committee of the Board of Directors, some of whom shall be eligible to participate in the Plan. If there is no Compensation and Human Resource Committee, then the Committee shall be the Board of Directors.

2. A new defined term "Plan Administrator" is hereby added to Article I immediately following the defined term "Plan" to read in its entirety as follows:

> "Plan Administrator" means the Committee, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Committee with respect to those responsibilities expressly reserved to the Committee by the Plan.

3. Article III of the Plan is hereby amended in its entirety to read as follows:

ARTICLE III
Administration

1. The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

2. The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

3. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

4. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

5. The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6. The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on

which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

7. Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

8. The Plan Administrator shall determine whether legal fees and expenses reimbursed pursuant to Section 3 of Appendix A of the Plan are reasonably incurred. Legal fees and expenses shall be considered not to be reasonably incurred to the extent they are incurred for substantially duplicative services, are associated with burdensome demands, or are otherwise determined by the Plan Administrator not to be reasonable.

(a) Factors showing that services are substantially duplicative include (but are not limited to) factors showing that claims, reasonably proximate in time, are brought by separate claimants represented by separate counsel, or by single counsel where claims are charged separately to separate claimants, and such claims:

(i) arise from the same or substantially similar Plan provisions, amendments or termination;

(ii) arise from the same or substantially similar interpretations, decisions or other discretionary acts by the Plan Administrator; or

(iii) arise under the same or substantially similar theories or facts. Theories do not fail to be substantially similar merely because of differences in mechanical factors. For example, claims brought under a theory based on the actuarial factors required to compute the benefit claimed under the Plan do not fail to be substantially similar merely because different claimants use different actuarial factors to compute such the benefit claimed.

(b) Factors showing that demands are burdensome include (but are not limited to) factors showing that the demands:

(i) relate to claims arising under theories without substantial authority, or

(ii) are connected with discovery that is burdensome or insufficiently related to a claim brought under a theory with substantial authority.

4. Article XII of the Plan is hereby amended by adding the following sentence at the end thereof:

The Committee may delegate its authority to amend the Plan in whole or part.

5. Section 2 of Article XII of the Plan is hereby amended in its entirety to read as follows:

2. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

6. Section 3 of Appendix A of the Plan is hereby amended in its entirety to read as follows:

3. Claims for Benefits. The Company shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with Appendix A of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such Appendix A, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). In the case of a Covered Participant, any legal fees and expenses reimbursed pursuant to this Appendix A must be incurred during the lifetime of the Covered Participant, and (ii) any such reimbursements shall be paid no later than the end of the calendar year next following the calendar year in which the Covered Participant incurs the reimbursable legal fees and expenses, (ii) the amount of reimbursable legal fees and expenses that the Company is obligated to pay during any given calendar year shall not affect the amount of reimbursable legal fees and expenses that the Company is obligated to pay or provide during any other calendar year, and (iii) a Covered Participant's right to have the Company reimburse legal fees and expenses may not be liquidated or exchanged for any other benefit. The claims procedures under Article III shall be applicable to all claims for benefits under the Plan. Any amounts paid to reimburse a Participant's legal fees under this section constitute taxable income to the Participant under the Internal Revenue Code of 1986, as amended (the "Code"), whether paid directly to Participant or to Participant's counsel. The Company shall withhold all applicable taxes to the extent required by the Code and applicable state and local law.

7. The new defined term "Plan Administrator" is hereby substituted for the defined term "Committee" in all of the following instances: Article I – the definition of "Disability"; Article VI; Article VI – Sections 6 & 7; Article XII – Section 3 (both instances). Additionally, in Section 3 of Article IX, the phrase "Board of Directors and the Committee" shall be replaced by "Board of Directors, the Committee and the Plan Administrator" at the end of said Section 3.

Furthermore, in Section 4 of Article XII, the phrase "Board of Directors, the Committee" shall be replaced by "Board of Directors, the Committee, the Plan Administrator" in said Section 4.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 23rd day of October, 2012.

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

THE RETIREMENT PLAN FOR OFFICERS OF NCR
2013 Restatement

WHEREAS, this Plan was originally adopted effective as of May 17, 1989, and has been amended from time to time; and

WHEREAS, the Plan was last restated to comply with the final regulations issued under Section 409A of the Code, effective as of December 31, 2008; and

WHEREAS, the Plan has been amended from time to time since the last restatement of the Plan; and

WHEREAS, the Compensation and Human Resource Committee of the Board of Directors on February 25, 2013, resolved to terminate the Plans and directed the Senior Vice President and Chief Human Resources Officer of the Company to execute a restatement of the Plan reflecting amendments to the Plan adopted since the last restatement and before the date of termination;

NOW THEREFORE, the Plan is hereby restated as set forth herein, effective as of January 1, 2013.

ARTICLE I
DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Affiliate" shall have meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"AT&T" means AT&T Corp., a New York corporation, and its successors.

"Board of Directors" means the Board of Directors of NCR Corporation.

"Career Average Monthly Salary" shall mean a Participant's average monthly salary for all years of Service immediately preceding the Termination Date or the date of the Participant's termination of participation in the Plan, including amounts received by a Participant from the Company through the U.S. payroll while actively employed that are currently includible in gross income for Federal income tax purposes, and sick pay and any salary deferral contributions made by the Company on behalf of the Participant for the Plan Year; but excluding expense reimbursements, fringe benefits, moving expenses, deferred compensation, welfare benefits, signing bonuses, retention bonuses and severance pay.

If a Participant, because of absence for sickness or disability or other authorized leave of absence, does not have earnings, base earnings shall be imputed at the last rate in effect immediately prior to the commencement of such absence for the period of such absences, but in no event more than 20 quarters.

"Committee" means the Compensation and Human Resource Committee of the Board of Directors, some of whom shall be eligible to participate in the Plan. If there is no Compensation and Human Resource Committee, then the Committee shall be the Board of Directors.

"Company" means NCR Corporation, a Maryland corporation, and its successors.

"Disability" means the inability of a Participant, because of bodily injury or disease which results from an avoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Plan Administrator.

"409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

"Participant" shall have the meaning set forth in ARTICLE IV.

"Pension Plan" means the NCR Pension Plan.

"Pension Plan Benefit" means the monthly amount of any employer-provided pension paid to a Participant under the Pension Plan or any other defined benefit pension plan of the Company, a subsidiary or Affiliate thereof, with respect to the Participant's Service, excluding, however, any monthly amount payable to a Participant from his PensionPlus account under the Pension Plan. "Pension Plan Benefit" shall also include any monthly amount received by a Participant from the Nonqualified Excess Plan, or any long-term disability plan sponsored by the Company or a subsidiary or Affiliate thereof, during such time as the Participant receives such long-term disability benefit.

"Plan" means The Retirement Plan for Officers of NCR, as embodied herein or as amended from time to time.

"Plan Administrator" means the Committee, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Committee with respect to those responsibilities expressly reserved to the Committee by the Plan.

"Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this definition shall mean Teradata Corporation, instead of NCR Corporation.

"Service" means a Participant's period of employment with the Company, a subsidiary or Affiliate thereof, or a predecessor of any of the foregoing from the date of participation in the Plan to the earlier of the Termination Date or the date of loss of participating status under this Plan. Service shall be computed to the nearest full month.

"Spouse" means the spouse of a Participant who was legally married to the Participant on the date payment of the Participant's benefits commence hereunder.

"Termination Date" means the date on which a Participant ceases to be employed by the Company or any of its foreign or domestic subsidiaries, by reason of such Participant's death, disability, retirement, resignation, discharge or otherwise.

ARTICLE II
PURPOSE

The purpose of the Plan is to provide for the payment of supplemental retirement benefits to executives of the Company in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
Administration

1. The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

2. The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

3. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

4. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

5. The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6. The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

7. Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

8. The Plan Administrator shall determine whether legal fees and expenses reimbursed pursuant to Section 3 of Appendix A of the Plan are reasonably incurred. Legal fees and expenses shall be considered not to be reasonably incurred to the extent they are incurred for substantially duplicative services, are associated with burdensome demands, or are otherwise determined by the Plan Administrator not to be reasonable.

(a) Factors showing that services are substantially duplicative include (but are not limited to) factors showing that claims, reasonably proximate in time, are brought by separate claimants represented by separate counsel, or by single counsel where claims are charged separately to separate claimants, and such claims:

(i) arise from the same or substantially similar Plan provisions, amendments or termination;

(ii) arise from the same or substantially similar interpretations, decisions or other discretionary acts by the Plan Administrator; or

(iii) arise under the same or substantially similar theories or facts. Theories do not fail to be substantially similar merely because of differences in mechanical factors. For example, claims brought under a theory based on the actuarial factors required to compute the benefit claimed under the Plan do not fail to be substantially similar merely because different claimants use different actuarial factors to compute such the benefit claimed.

(b) Factors showing that demands are burdensome include (but are not limited to) factors showing that the demands:

(i) relate to claims arising under theories without substantial authority, or

(ii) are connected with discovery that is burdensome or insufficiently related to a claim brought under a theory with substantial authority.

ARTICLE IV
ELIGIBILITY

Participants in the Plan on December 31, 1996 shall continue to participate in the Plan. Effective January 1, 1997, any employee of the Company who is hired at or promoted to a Band I position, and any employee of the Company who is hired at or promoted to a Band II position in the United States, shall become a Participant effective as of the first day of employment in such position. The Committee, in its discretion, may designate other employees of the Company as Participants in the Plan.

Participation shall cease on the earlier of the date on which the Participant terminates employment with the Company or dies.

Notwithstanding the above, effective June 1, 2002, no new participants will be admitted to the Plan.

ARTICLE V
AGREEMENTS

Participants in, and the benefits to which each Participant may be entitled under, the Plan shall be evidenced by agreements between the Company and each Participant, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VI
RETIREMENT AND TERMINATION BENEFITS

1. A Participant who retires at or after his or her 65th birthday shall be entitled to receive monthly benefits under the Plan in an amount equal to (a) minus (b).

(a) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Service.

(b) The Pension Plan Benefit.

Effective December 31, 2006, no additional benefits shall accrue under the Plan, and the calculation of benefits accrued as of December 31, 2006 shall be based on service, compensation and the Pension Plan Benefit determined as of such date.

2. In the event a Participant retires or terminates employment with the Company on or after his or her 55th birthday and prior to his or her 65th birthday, the benefit he or she is entitled to receive shall be the amount determined pursuant to Section 1 of this ARTICLE VI, reduced in accordance with the following table:

Age at Termination Date	Percentage of Monthly Benefit which shall be paid commencing on the Termination Date
62 and over	100.0%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%
54	52%
53	46%
52	40%
51	34%
50	28%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3. A Participant shall be entitled to benefits under the Plan only if he or she is vested in the Plan benefit at the time his or her employment with the Company terminates, or his or her participation in the Plan terminates due to change in employment status. A Participant shall become vested in his or her Plan benefit upon (1) completion of five years of service with the Company, or (2) the Participant's death while employed by the Company.

4. If a Participant's participation in the Plan terminates due to a change in such Participant's employment status with the Company, the amount of his or her benefits shall be computed in accordance with Section 1 or 2 of this ARTICLE VI; provided, however, that for purposes of determining the Pension Plan Benefit, the portion of any pension paid to such former Participant under the Pension Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

5. Notwithstanding any other provisions of the Plan, and except as otherwise provided in Appendix A, if a Participant is discharged by the Company for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

6. If at any time the Plan Administrator, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with the Company, he

or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 6 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

7. Except as otherwise provided in Appendix A, the Plan Administrator shall have the sole discretion to determine if a Participant has retired or terminated employment with the Company and if any termination is voluntary or involuntary.

8. A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991 and who is a Participant and actively employed by the Company or a subsidiary or Affiliate thereof on and after January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in this ARTICLE VI.

ARTICLE VII
TIME AND FORM OF BENEFIT PAYMENTS

1. Grandfathered Participants. Each Participant listed on Appendix B, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his Spouse) shall continue to receive or commence receiving his benefits under Article VI or Appendix A (as applicable) at the same time and in the same form as the Participant's (or Spouse's) benefit under the Pension Plan, in accordance with administrative rules in effect under the Plan as of October 3, 2004. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

2. Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(a) Except as otherwise provided in ARTICLE VIII or this ARTICLE VII, each Covered Participant may elect to have his benefits under ARTICLE VI or Appendix A (as applicable) commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following the attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this ARTICLE VII(2)(a), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant that will attain in 2009). The election described in this ARTICLE VII(2)(a) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(b) Except as otherwise provided in ARTICLE VIII or this ARTICLE VII, each Covered Participant may elect to have his benefits under ARTICLE VI or Appendix A (as applicable) paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this ARTICLE VII(2)(b), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to ARTICLE VII(2)(a) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to ARTICLE VII(2)(a) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this ARTICLE VII(2)(b) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this ARTICLE VII(2)(b) at any time prior to the payment commencement date.

(c) The elections described in this ARTICLE VII(2) shall also apply to the Covered Participant's benefits, if any, under the NCR Nonqualified Excess Plan, the NCR Officer Plan, the NCR Mid Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. This ARTICLE VII(2) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this ARTICLE VII(2) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

3. Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE VIII
PRE-RETIREMENT BENEFITS

With respect to Participants eligible for the benefits described in Appendix A, except as provided in Section 4 below, the provisions of this ARTICLE VIII shall be, in all respects, subject to Appendix A and, in the event of any conflict between the terms of Appendix A and any other terms of the Plan, the terms of Appendix A shall prevail and supersede any such other terms.

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and the Participant attaining age 55, but prior to such Participant's (a) retirement or other termination of employment with the Company, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the Participant is a Covered Participant, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date of his death. However, such benefits shall not be reduced pursuant to Section 2 of ARTICLE VI.

2. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's (a) retirement or other termination of employment with the Company, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the Participant is a Covered Participant, and, in either case, prior to the Participant attaining age 55, his or her Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to 50% of the benefits to which the Participant would have been entitled to receive had he retired on the date following the day he would have attained age 55. Such benefits shall be reduced pursuant to Section 2 of ARTICLE VI to those payable at age 55.

3. Notwithstanding any election by a Participant pursuant to ARTICLE VII(2), benefits payable pursuant to ARTICLE VIII(1), (2) or (4) shall be paid in equal bi-weekly installments for the life of the Spouse, commencing (a) for a Grandfathered Participant, at the date of the Grandfathered Participant's death, and (b) for a Covered Participant, on the later of (i) the first business day of the seventh month immediately following the Covered Participant's death, or (ii) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

4. In the event of the death, prior to (a) termination of employment, if the Participant is a Grandfathered Participant, or (b) commencement of benefits under this Plan, if the Participant is a Covered Participant, of a Participant who would have been entitled to a benefit under Appendix A had he terminated employment immediately prior to his death, a survivor benefit will be payable to the Participant's Spouse, if any, equal to the greater of (i) 50 percent of the amount of the benefit the Participant would have received under Appendix A if he had terminated employment immediately prior to his death (assuming he is at least age 50 solely for purposes of calculating the reduction in the benefit for early commencement), or (ii) the benefit calculated under Section 1 or 2 of this ARTICLE VIII, as applicable, without regard to Appendix A.

ARTICLE IX
CERTAIN PROVISIONS RELATING TO PARTICIPATION

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of the Company to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to ARTICLE XI, ARTICLE XII or Appendix A, be conclusively bound by any action or decision taken or

made or to be taken or made under the Plan by the Company, the Board of Directors, the Committee and the Plan Administrator.

4. The Plan shall not be deemed a substitute for any retirement or other employee benefit plan or arrangements that may now or hereafter be provided for employees of the Company generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE X
AMENDMENT AND TERMINATION

The Committee shall have the right, without the consent of any Participant, former Participant, Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between the Company and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that (a) no such action shall adversely affect any Participant's, former Participant's or Spouse's accrued benefits prior to such action under the Plan or the benefits payable under Appendix A, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in ARTICLE VII(1) of the Plan. The Committee may delegate its authority to amend the Plan in whole or part.

ARTICLE XI
CHANGE IN CONTROL

1. In the event of a Change-in-Control, as defined in Paragraph 2 below, a Participant who terminates employment with the Company during the three years following a Change-in-Control, in circumstances entitling the Participant to severance benefits under the NCR Severance Plan for Executive Positions, the NCR Change-in-Control Severance Plan for Executive Officers, the NCR Change-in-Control Severance Plan for Key At-Risk Associates or an individual letter agreement providing for change-in-control benefits will be fully vested under this Plan and entitled to receive benefits under the Plan as otherwise provided in ARTICLE VI.

2. A "Change-in-Control" means any of the following events:

(i) An acquisition by any individual, entity or group (within the meaning of Article 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended ("Exchange Act")) (an "Entity") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); excluding, however, the following: (1) any acquisition, directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) below; or

(ii) A change in the composition of the Board such that the individuals who, as of January 1, 1997, constitute the Board (such Board shall be hereinafter referred to as the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that for purposes of this definition, any individual who becomes a member of the Board subsequent to January 1, 1997, whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least a majority of those individuals who are members of the Board and who were also members of the Incumbent Board (or deemed to be such pursuant to this provision) shall be considered as though such individual were a member of the Incumbent Board; and provided, further however, that any such individual whose initial assumption of office occurs as a result of or in connection with either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of an Entity other than the Board shall not be so considered as a member of the Incumbent Board; or

(iii) The approval by the stockholders of the Company of a merger, reorganization or consolidation or sale or other disposition of all or substantially all of the assets of the Company (each, a "Corporate Transaction") or, if consummation of such Corporate Transaction is subject, at the time of such approval by stockholders, to the consent of any government or governmental agency, the obtaining of such consent (either explicitly or implicitly by consummation); excluding, however, such a Corporate Transaction pursuant to which (A) all or substantially all of the individuals and entities who are the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Corporate Transaction will beneficially own, directly or indirectly, more than 60% of, respectively, the outstanding shares of common stock, and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Corporate Transaction (including, without limitation, a corporation or other Person (as defined in the following paragraph) which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries (a "Parent Company")) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Company Common Stock and Outstanding Company voting Securities, as the case may be, (B) no Entity (other than the Company, any employee benefit plan (or related trust) of the Company, such corporation resulting from such Corporate Transaction or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Corporate Transaction, such Parent Company) will beneficially own, directly or indirectly, 20% or more of, respectively, the outstanding shares of common stock of the corporation resulting from such Corporate Transaction or the combined voting power of the outstanding voting securities of such corporation entitled to vote generally in the election of directors unless such ownership resulted solely from ownership of securities of the Company prior to the Corporate Transaction, and (C) individuals who were members of the incumbent Board will immediately after the consummation of the Corporate Transaction constitute at least a majority of the members of the board of directors of the corporation resulting from such Corporate Transaction (or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Corporate Transaction, of the Parent Company); or

(iv) The approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

As used herein, "Person" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, limited liability company, other entity or government or political subdivision thereof.

Notwithstanding anything herein to the contrary, the distribution by AT&T Corp. to its shareowners of all the outstanding shares of common stock of NCR Corporation shall not constitute a "Change In Control."

3. A change in control of NCR Corporation occurred on September 13, 1991. Each Participant who had been a Participant for at least one year prior to September 13, 1991 and who was a Participant and actively employed by the Company or a subsidiary or Affiliate thereof continuously through January 1, 1995, is entitled to a benefit as determined under Appendix A to this Plan, instead of the benefit described in ARTICLE VI.

ARTICLE XII
MISCELLANEOUS

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

3. This ARTICLE XII(3) applies only to Covered Participants described in ARTICLE VII(2) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Plan Administrator may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Plan Administrator may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

4. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Committee, the Plan Administrator, the 409A Committee or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this 2013 Restatement of the Plan to be executed effective as of the 1st day of January, 2013.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

Date: 3.19.13

APPENDIX A

The provisions of this Appendix A shall apply to a Participant in the Plan who was a Participant for at least one year prior to September 13, 1991, and who was a Participant and actively employed by the Company or a subsidiary or Affiliate continuously through January 1, 1995.

1. Benefits. Notwithstanding any other provision of the Plan, the Participant's termination benefits under the Plan shall be determined as follows:

A. Additions to Service

(l) For purposes of this Appendix A, each Participant's Service as of September 13, 1991, shall be deemed to be increased by sixty (60) months. The Participant's additional sixty (60) months of Service shall be his or her "Additional Service." The Participant's Service together with his or her Additional Service shall be his or her "Deemed Service."

B. Termination Benefits. The Participant shall be entitled to receive, beginning at the time determined under Article VII of this Plan, the termination benefits set forth in Sections (l), (2) or (3) below:

(l) A Participant who has attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in an amount equal to the greater of (a) or (b); minus (c).

(a) (i) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service (reduced by the number of years of Additional Service), plus

(ii) 2.5% of the Participant's Remuneration (as defined below) multiplied by the Participant's Additional Service.

(b) 2.5% of the Participant's Career Average Monthly Salary multiplied by the number of years of Deemed Service.

(c) The Pension Plan Benefit.

(2) Except as provided in paragraph (3) below, a Participant who has not yet attained his 65th birthday as of the Termination Date shall be entitled to receive monthly benefits under the Plan in the amount determined pursuant to paragraph (l) above, reduced by the lesser of (i) 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%, or (ii) the reduction contained in the table set forth in ARTICLE VI(2) of the Plan.

(3) A Participant designated as an "Executive Participant" by the Board of Directors (an "Executive Participant") who is under the age of sixty (60) as of September 13, 1991 shall be entitled to receive the greater of (a) or (b) below:

(a) The benefits calculated under paragraph (2) above.

(b) 50% of the Participant's Remuneration (as defined below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(4) Remuneration - shall mean for a Participant other than an Executive Participant, assuming a "Termination Date" within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration, one twelfth of the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the "Termination Date," (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the "Termination Date" occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the "Termination Date."

- shall mean for an Executive Participant, one twelfth of (a) with respect to a Termination Date following September 13, 1991 and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and (b) with respect to a Termination Date subsequent to December 31, 1996, the amount determined under (a) above, assuming the Termination Date within the three-year period immediately following September 13, 1991 that would result in the greatest amount of Remuneration.

C. Change in Status. In the event that, at any time after September 13, 1991 and while in the employ of the Company, a change occurs in the employment status of the Participant as provided in ARTICLE VI(3) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by the Company, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this Appendix A shall continue to apply.

D. Waiver of Covenant Not to Compete. In the event that the Participant's employment is terminated pursuant to an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VI(6) of the Plan shall not apply. In the event that the Participant's employment is terminated for any reason other than an Involuntary Termination following September 13, 1991, the provisions of ARTICLE VI(6) of the Plan shall apply for a period of one (1) year following the Participant's or former Participant's Termination Date.

(1) Definition of Involuntary Termination. A termination of employment shall be an Involuntary Termination if it is not the result of a Participant's death or disability (as defined under the then current disability plan of the Company covering the Participant) and, (i) if by the Company, is not for "Cause" (as defined below), or, (ii) if by the Participant, is for "Good Reason" (as defined below).

(2) Definition of Cause. For purposes of this Appendix A, "Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this definition, no act, or failure to act, on the part of the Participant shall be deemed "willful"

unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of the Company. Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Participant a certificate of a resolution duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors at a meeting of the Board of Directors called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board of Directors), finding that, in the good faith opinion of the Board of Directors, the Participant was guilty of conduct set forth in this paragraph and specifying the particulars thereof in detail.

(3) Definition of Good Reason. For purposes of this Appendix A, "Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

(a) The assignment to the Participant of any duties inconsistent with, or any substantial alteration in, such Participant's status or responsibilities as in effect immediately prior to September 13, 1991, including the imposition of travel obligations which differ materially from required business travel immediately prior to September 13, 1991;

(b) (i) A reduction in the Participant's annual base salary as in effect immediately before September 13, 1991; (ii) the failure to pay a bonus award to which the Participant is otherwise entitled under the terms of the CMICP, IMICP, LTI or any successor incentive compensation plans at the time at which such awards are usually paid; (iii) the award to the Participant of an annual bonus under CMICP, IMICP or any successor incentive compensation plans substantially less in amount than the annual bonus awarded to such Participant for the last complete fiscal year of the Company ending prior to September 13, 1991; or (iv) the award to the Participant of performance units under the LTI, or any successor plan, which are substantially fewer in number or would yield a substantially lower award than the units awarded to such Participant for the cycle beginning on January 1, 1991. Notwithstanding clauses (iii) and (iv) hereof, Good Reason shall not exist if the awards referred to therein are substantially less or fewer, as the case may be, because of the failure to meet objectives based on quantitative performance.

(c) A change in the principal place of the Participant's employment, as in effect immediately prior to September 13, 1991, to a location more than thirty-five (35) miles distant from the location of such principal place at such time;

(d) The failure by the Company to continue in effect any incentive compensation plan or stock compensation plan in which the Participant participates immediately prior to September 13, 1991, unless an equivalent alternative compensation arrangement (embodied in an ongoing substitute or alternative plan) has been provided to the Participant, or the failure by the Company to continue the Participant's participation in any such incentive or stock compensation plan on the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to September 13, 1991;

(e) (i) Except as required by law, the failure by the Company to continue to provide to the Participant benefits substantially equivalent, in the aggregate, to those enjoyed by the Participant under the qualified and non-qualified employee benefit and welfare plans of the Company, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, retirement, savings and profit-sharing plans, in which the Participant was eligible to participate immediately prior to September 13, 1991; (ii) the taking of any action by the Company which would directly or indirectly materially reduce or deprive the Participant of any other material prerequisite enjoyed by the Participant immediately prior to September 13, 1991; or (iii) the failure by the Company to provide the Participant

with the number of paid vacation days to which the Participant is entitled under the Company's vacation policy, past practice or special agreement in effect immediately prior to September 13, 1991;

(f) The failure of the Company to obtain a satisfactory agreement from any successor to assume and agree to perform the Separation Allowance Agreement (the form of which was approved by the Board of Directors at a regularly scheduled meeting on July 20, 1988, and subsequently amended by the Board of Directors on November 29, 1990) between the Company and the Participant, if any; or

(g) Any purported termination of any Participant who has entered into a Separation Allowance agreement which is (i) not effected pursuant to any notices required to be delivered pursuant to said Agreement or (ii) effected pursuant to a notice that does not satisfy the requirements of said Agreement. For purposes of the Plan, no such purported termination shall be effective except as constituting Good Reason.

2. Establishment of Trust. After the change of control of NCR Corporation, the Committee caused the creation and funding of a trust (the "Trust") to meet the obligations created under the Plan. The Trust is subject to the claims of general creditors of the Company. The trustee of the Trust shall hereinafter be referred to as the "Trustee." In no event shall a Participant have any greater rights in the assets of the Trust than those of a general unsecured creditor of the Company.

3. Claims for Benefits. The Company shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with Appendix A of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such Appendix A, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or a former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). In the case of a Covered Participant, any legal fees and expenses reimbursed pursuant to this Appendix A must be incurred during the lifetime of the Covered Participant, and (ii) any such reimbursements shall be paid no later than the end of the calendar year next following the expenses, and (ii) a Covered Participant's right to have the Company reimburse legal fees and expenses may not be liquidated or exchanged for any other benefit. The claims procedures under Article III shall be applicable to all claims for this section constitute taxable income to the Participant under the Internal Revenue Code of 1986, as amended (the "Code"), which whether paid directly to Participant or to Participant's counsel. The Company shall withhold all applicable taxes to the extent required by the Code and applicable state and local law.

EXHIBIT B

EXHIBIT B to
Employment Agreement dated September 23, 1991

NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN AS AMENDED OCTOBER 30, 1991

ARTICLE I
Definitions

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Plan" means the NCR Senior Executive Retirement, Death and Disability Plan, as embodied herein or as amended from time to time.

"NCR" means NCR Corporation, a Maryland corporation, and its successors.

"Affiliate" shall have the meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"AT&T" means American Telephone and Telegraph Company, a New York corporation, and its successors.

"Average Total Compensation" means one-third of the Compensation actually paid (cash or stock at fair market value) to a Participant over the 36 consecutive month period during the last 72 months of service up to and including the Termination Date which produce the highest average; provided however, the Committee in its sole discretion, to rectify an inequity, may permit a bonus earned but not paid during such 36 consecutive month period to be substituted for the first bonus paid during such period; and provided further, that, for purposes of this Plan, Compensation which is deferred upon the election of a Participant pursuant to a qualified or non-qualified plan or arrangement of NCR, or a subsidiary or Affiliate thereof, shall be treated as paid in the month in which it is earned.

If a Participant has served less than 36 consecutive months, Average Total Compensation means, subject to the foregoing, the Compensation actually paid to the Participant for service up to and including the Termination Date, divided by months of Service, with the quotient multiplied by 12.

"Board of Directors" means the Board of Directors of NCR.

A "Change in Control of NCR" shall be deemed to have occurred if there is a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"), whether or not NCR is then subject to such reporting requirement; provided that, without limitation, such a Change in Control shall be deemed to have occurred if:

1. At any time during a period of two (2) years, at least a majority of the Board of Directors shall not consist of Continuing Directors. "Continuing Directors" shall mean Directors of NCR at the beginning of such two-year period and Directors who subsequently became such and whose selection or nomination for election by the Company's shareholders was approved by a majority of the then Continuing Directors; or

2. Any person or "group" (as determined for purposes of Regulation 13D-G under the Exchange Act as currently in effect), but excluding any majority-owned subsidiary or any Company-sponsored employee benefit plan or any trust or investment manager for the account of such a plan, shall have acquired "beneficial ownership" (as determined for purposes of such Regulation), directly or indirectly, of NCR securities representing 20% or more of the combined voting power of NCR's then outstanding securities, unless such acquisition is approved in advance by a majority of the Directors of NCR who were in office immediately preceding such acquisition and any individual selected to fill any vacancy created by reason of the death or disability of any such Director; or

3. NCR's shareholders approve a merger, consolidation or share exchange to which NCR is a party and in which either (i) NCR is not the surviving corporation or (ii) NCR is the surviving corporation and any outstanding shares of NCR common stock are converted into shares of any other company (other than a reincorporation or the establishment of a holding company involving no change in ownership) or other securities or cash or other property (excluding payments made solely for fractional shares); or

4. NCR's shareholders approve any plan or proposal for the disposition of all, or substantially all, of the assets of NCR by sale, liquidation or dissolution.

"Committee" means the Committee described in ARTICLE III hereof.

"Compensation" means only salary, the annual award under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan and fifty percent (50%) of the award under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan.

"Credited Service" means a Participant's period of Service not in excess of 15 years.

"Eligible Spouse" means the spouse of a Participant who was legally married to the Participant at, and during the one-year period ending on, the Termination Date or the date of the Participant's termination of participation in the Plan.

"Eligible Children" means the children of a Participant who have not attained the age of 22 years upon the later death of the Participant and Eligible Spouse.

"Participant" shall have the meaning set forth in ARTICLE V.

A "Potential Change in Control of NCR" shall be deemed to have occurred if:

1. NCR enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

2. Any person (including NCR) publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

3. Any person becomes the beneficial owner, directly or indirectly, of securities of NCR representing 9.5% or more of the combined voting power of NCR's then outstanding securities; or

4. The Board adopts a resolution to the effect that, for purposes of this Plan, a Potential Change in Control of NCR has occurred.

"Projected Credited Service" means a Participant's period of Projected Service not in excess of 15 years.

"Projected Service" means the period of Service a Participant would have completed if such Participant had remained a Participant in the Plan until his or her 62nd birthday.

"Retirement Offset" means the sum of (a) the annual amount of employer-provided pension paid to a Participant under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or any prior employer, (b) disability income benefits pursuant to a plan of NCR or a subsidiary or Affiliate thereof, and (c) the annual amount of the Participant's Primary Insurance Amount paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof. Retirement Offset shall not include any amount paid under (i) any plan of, or agreement with, NCR as a severance payment or in connection with a Change in Control of NCR; (ii) CMICP; (iii) the International Management Incentive Compensation Plan; (iv) LTI; or (v) a cash-out of any NCR stock options.

"Retirement Plan" means the Retirement Plan of NCR.

"Service" means a Participant's period of employment with NCR, a subsidiary or Affiliate thereof, or a predecessor of any

of the foregoing from the date of hire to the Termination Date or date of loss of participating status. Service shall be computed to the nearest full month.

"Spouse's Offset" means the sum of (a) the annual amount of employer-provided pension paid to an Eligible Spouse under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or employer of the Participant and (b) the annual amount of the Eligible Spouse's total family benefits paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof (excluding any benefit paid to a dependent child after such child's 18th birthday) which is attributable to the employment of the Participant. Spouse's Offset shall not include any amounts paid to the Eligible Spouse or Eligible Children of any former Participant which, but for the Participant's death, would otherwise have been paid to the Participant and would have been excluded from the Participant's Retirement Offset by virtue of the last sentence of the definition of Retirement Offset set forth above.

"Termination Date" means the date on which a Participant ceases to be employed by NCR or any of its foreign or domestic subsidiaries, by reason of such Participant's death, Total Disability, retirement, resignation, discharge or otherwise.

"Total Disability" means the inability of a Participant, because of bodily injury or disease which results from an unavoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Committee; provided, however, that for purposes of ARTICLE XIII, any question as to whether a Participant is Totally Disabled upon which the Participant and the Committee cannot agree shall be determined by a qualified independent physician selected by the Participant (or, if the Participant is unable to make such selection, by any adult member of the Participant's immediate family or the Participant's legal representative), and approved by the Committee, such approval not to be unreasonably withheld. The determination of such physician made in writing to the Committee and to the Participant shall be final and conclusive.

ARTICLE II
Purpose

The purpose of the Plan is to provide for the payment of supplemental retirement, death and disability benefits to senior executives of NCR in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
Administration

The Plan shall be administered by the Committee. The Committee shall consist of the Board of Directors, any of whom shall be eligible to participate in the Plan; provided, however, for purposes of any determination under the Plan with respect to a member of the Committee, then the "Committee" shall be the Senior Vice President, Human Resources of AT&T. The Committee is authorized, subject to the provisions of the Plan, to select Participants, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable. All such determinations, interpretations and actions by the Committee under the Plan or with respect to any benefits thereunder shall be final and binding on all persons.

ARTICLE IV
Effective Date

The Plan will become effective as of January 1, 1975.

ARTICLE V
Eligibility

The Participants in the Plan shall be such senior executive officers of NCR who shall be selected by the Committee to participate therein, who shall have executed the agreement described in ARTICLE VI hereof and who shall fulfill such additional requirements for eligibility as the Committee, in its sole discretion, may from time to time apply. Notwithstanding anything set forth in the Plan to the contrary, from and after the date of a Change in Control, no person shall become an additional Participant in the Plan.

ARTICLE VI
Agreements

Participants in and the benefits to which each Participant may be entitled under the Plan shall be evidenced by agreements between NCR and each Participant in such form as the Committee shall, from time to time, approve, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VII
Retirement and Termination Benefits

In the event of a Change in Control of NCR, the provisions of this ARTICLE VII shall be, in all respects, subject to ARTICLE XIII and, in the event of any conflict between the terms of ARTICLE XIII and any other terms of the Plan, the terms of ARTICLE XIII shall prevail and supersede any such other terms.

1. A Participant who retires at or after his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of Credited Service.

(b) The Retirement Offset.

2. A Participant who retires or who terminates employment with NCR on or after his or her 55th birthday and prior to his or her 62nd birthday or whose employment with NCR is involuntarily terminated by NCR on or after his or her 52nd birthday and prior to his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The Product of (i) 4% of the Participant's Average Total Compensation, (ii) the number of years of Projected Credited Service and (iii) the ratio that the number of years of Service bears to the number of years of Projected Service, reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month, from the date benefits commence to the Participant's 62nd birthday.

(b) The Retirement Offset.

3. A Participant whose employment with NCR is involuntarily terminated by NCR prior to his or her 52nd birthday shall, in the sole discretion of the Committee, be entitled to receive benefits under the Plan only in an annual amount computed in accordance with Section 2 of this ARTICLE.

4. A Participant whose participation in the Plan is terminated by the Committee by reason of a change in such Participant's employment status with NCR shall be entitled to receive benefits under the Plan only if at the Termination Date he or she qualifies under Section 1, 2, or 3 of this ARTICLE. The annual amount of such benefits shall be computed in accordance with Section 2 of this ARTICLE; provided, however, that for purposes of determining the Retirement Offset, the portion of any pension paid to the Participant under the Retirement Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

5. A Participant whose employment with NCR is terminated other than for death or disability (i) for any reason prior to one year from the effective date of his or her participation in the Plan or (ii) voluntarily by the Participant after such date and prior to such Participant's 55th birthday shall not be entitled to any benefits under the Plan.

6. Notwithstanding any other provisions of the Plan, and except as otherwise provided in ARTICLE XIII, if a Participant is discharged by NCR for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

7. If at any time the Committee, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with NCR, he or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 7 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

8. Except as otherwise provided in ARTICLE XIII, the Committee shall have the sole discretion to determine if a Participant has retired or terminated employment with NCR and if any termination is voluntary or involuntary.

ARTICLE VIII
Payment of Retirement and Termination Benefits

1. Retirement and termination benefits under the Plan shall be paid in equal bi-weekly payments unless the Committee shall direct another form of payment.

2. (a) The first payment of benefits under Sections 1 and 2 of ARTICLE VII and Section 2.B of ARTICLE XIII shall be made as of the Termination Date.

(b) The first payment of benefits under Section 3 of ARTICLE VII shall be made as of the former Participant's 52nd birthday.

3. Retirement and termination benefits under the Plan shall be paid for the life of the former Participant.

ARTICLE IX
Spouse's or Children's Benefits

In the event of a Change in Control of NCR, the provisions of this ARTICLE IX shall be, in all respects, subject to ARTICLE XIII and, in the event of any conflict between the terms of ARTICLE XIII and any other terms of the Plan, the terms of ARTICLE XIII shall prevail and supersede any such other terms.

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's retirement or other termination of employment with NCR, his or her Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 3% of the Participant's Average Total Compensation multiplied by the number of years of Projected Credited Service, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

2. In the event of the death of a former Participant after retirement or termination of employment with NCR pursuant to Section 1, 2, or 4 of ARTICLE VII, such Participant's Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 1(a) or 2(a) of ARTICLE VII, as applicable, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the former Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, in the case of a former Participant who is entitled to receive benefits under Section 4 of ARTICLE VII, no benefits are payable to an Eligible Spouse if the former Participant's age at the Termination Date is under age 55 and for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded.

3. In the event of the death of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII which death occurs prior to such Participant's retirement or termination of employment with NCR, the Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 2(a) of ARTICLE VII as if the former Participant had Retired immediately prior to his or her death reduced by 3/4% for each year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, (i) no benefits are payable to an Eligible Spouse if the former Participant's date of death is prior to such Participant's 52nd birthday and (ii) for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Committee may, in its sole discretion treat such former Participant as a Participant solely for purposes of this Section 3 until his or her 55th birthday.

4. In the event of the death of a former Participant after termination of employment with NCR pursuant to Section 3, 5, or 6 of ARTICLE VII (or in the event that a Participant's or a former Participant's rights to benefits are forfeited pursuant to Section 7 of ARTICLE VII), no benefits shall be payable under the plan to the Eligible Spouse or to the Eligible Children of such Participant or former Participant.

5. Spouse's benefits under the Plan shall be paid in equal installments at least annually commencing at the date of death (except as provided in Section 7 of this ARTICLE) for the life of the Eligible Spouse; provided, however, that if the Eligible Spouse dies within five years after the Participant's death, Spouse's benefits under the Plan shall continue to be paid in accordance with Section 6 of this ARTICLE.

6. In the event an Eligible Spouse dies within five years after the Participant's death, the payment of Spouse's benefits shall be continued for the longer of (a) the balance of the five-year period after the Participant's death or (b) until the youngest of the Eligible Children attains the age of 22 years. Such Spouse's benefits shall be paid to such person or persons, including the Spouse's creditors, estate, and creditors of such Spouse's estate, as the Spouse may appoint in his or her last will and testament by specific reference to the general power of appointment provided for in this Section 6. Such general power of appointment shall be exercisable only by the Spouse and in all events shall not be subject to a power in any person against him or her. If the Spouse fails to exercise the general power of appointment herein granted, Spouse's benefits shall be paid in equal shares to the Eligible Children, or in default thereof, to the Spouse's estate.

7. For purposes of this Plan whenever, as between a Participant and an Eligible Spouse, there is no evidence of the order of death or where death occurs as a result of a common disaster, the Eligible Spouse shall be presumed to have survived the Participant.

ARTICLE X
Disability Benefits

1. In the event of the Total Disability of a Participant on or after the effective date of participation in the Plan and prior to retirement or other termination of employment with NCR, such Participant shall be entitled to receive disability benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of his or her Projected Credited Service.

(b) The Retirement Offset.

2. In the event of the Total Disability of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII prior to his retirement or other termination of employment with NCR, such Participant shall be deemed to have terminated employment with NCR as of the date of disability; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Committee may, in its sole discretion, treat such former Participant as a Participant solely for purposes of this Section 2 until his or her 55th birthday.

3. Disability benefits under the Plan shall be paid in equal installments at least annually commencing as of the Termination Date and for the life of the former Participant; provided, however, that if the Committee determines that a Participant receiving disability benefits under the Plan is no longer suffering from a Total Disability prior to his or her 62nd birthday, disability benefits shall be discontinued and if such former Participant does not return to the employ of NCR within a reasonable time thereafter, he or she shall be deemed to have voluntarily terminated employment with NCR as of the date of such determination.

4. In the event of the death of a former Participant receiving disability benefits, the Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount computed in accordance with Section 1 of ARTICLE IX, which benefits shall be payable in accordance with Sections 5 and 6 of ARTICLE IX.

ARTICLE XI
Certain Provisions Relating to Participation

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of NCR to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to ARTICLE XIII and ARTICLE XIV, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by NCR, the Board of Directors and the Committee.

4. The Plan shall not be deemed a substitute for any retirement, death, disability or other employee benefit plan or arrangements that may now or hereafter be provided for employees of NCR generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE XII
Amendment and Termination

The Committee shall have the right, without the consent of any Participant, former Participant, Eligible Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between NCR and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that no such action shall adversely affect any Participant's, former Participant's or Eligible Spouse's accrued benefits prior to such action under the Plan or the benefits payable under ARTICLE XIII.

ARTICLE XIII
Change in Control

1. In the event of a Potential Change in Control of NCR, unless otherwise determined by the Committee or the Board in writing, or in the event of a Change in Control of NCR, the

Committee shall cause the creation and funding of a trust (the "Trust") to meet the obligations created under the Plan. The Trust shall be subject to the claims of general creditors of NCR. The trustee of the Trust shall hereinafter be referred to as the "Trustee." In no event shall a Participant have any greater rights in the assets of the Trust than those of a general unsecured creditor of NCR.

2. Notwithstanding any other provisions of the Plan as then in effect, provided that the Participant has been a Participant for at least one (1) year prior to a Change in Control of NCR, the Participant's termination benefits, spouse's or children's benefits under the Plan shall be determined as described in this ARTICLE XIII(2) in the event that, at any time after a Change in Control of NCR,

(i) the employment with NCR of a Participant who is an "Executive Participant" (as hereinafter defined) is terminated for any reason, whether voluntary or involuntary or by reason of death, or

(ii) the employment with NCR of a Participant who is not an Executive Participant is terminated in an "Involuntary Termination" (as hereinafter defined) during the period of three (3) years immediately following the Change in Control, or

(iii) the employment with NCR of a Participant who is not an Executive Participant is terminated for any reason, whether voluntary or involuntary or by reason of death, after the expiration of three (3) years immediately following the Change in Control.

A termination of employment shall be an Involuntary Termination if it is not the result of a Participant's death or Total Disability and, (i) if by NCR, is not for "Cause" (as defined in ARTICLE XIII(2)(G)), or, (ii) if by the Participant, is for "Good Reason" (as defined in ARTICLE XIII(2)(H)). For purposes of this ARTICLE XIII and the Plan, an Executive Participant shall be a Participant who is designated as an Executive Participant hereunder by the Board of Directors.

A. Additions to Service and Credited Service.

(1) For purposes of this ARTICLE XIII(2), each Participant's Service, Credited Service and Projected Credited Service as of the date of the Change in Control of NCR shall be deemed, subject to ARTICLE XIII(2)(A)(2), to be increased by sixty (60) months. The Participant's Service as so increased, plus any Service from the date of the Change in Control to the Termination Date, shall be his or her "Deemed Service". The Participant's Credited Service as so increased, plus any Credited Service from the date of the Change in Control to the Termination Date shall be his or her "Deemed Credited Service". The Participant's Projected Credited Service as so increased shall be his or her "Deemed Projected Credited Service".

(2) The additions to Service, Credited Service and Projected Credited Service provided under paragraph (1) of this ARTICLE XIII(2)(A) are subject to the following limitations:

(i) the Participant's Deemed Service shall not exceed Projected Service determined as of the Termination Date.

(ii) the Participant's Deemed Projected Credited Service and the Participant's Deemed Credited Service shall not exceed fifteen (15) years.

(iii) the Participant's Projected Service shall not be increased.

B. Termination Benefits. In the event that, at any time after the Change in Control of NCR, the Participant's employment is terminated in any of the circumstances described in ARTICLE XIII(2)(i), (ii) or (iii) of the Plan, the Participant shall be entitled to receive, beginning upon the Participant's Termination Date or, if later, upon the Participant's attainment of age fifty (50), the termination benefits set forth in Sections (1), (2) or (3) below:

(1) A Participant, other than an Executive Participant, who has attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Remuneration (as defined in ARTICLE XIII(2)(B)(5) below) multiplied by the number of years of Deemed Credited Service.

(b) The Retirement Offset.

(2) A Participant, other than an Executive Participant, who has not yet attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The product of (i) 4% of the Participant's Remuneration (as defined in ARTICLE XIII(2)(B)(5) below), (ii) the number of years of Deemed Projected Credited Service and (iii) the ratio that the number of years of Deemed Service bears to the number of years of Projected Service, reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(b) The Retirement Offset.

(3) An Executive Participant who has not yet attaincd age sixty (60) as of the Change in Control of NCR shall be entitled to receive the greater of (a) or (b), minus (c).

(a) The benefits calculated according to the formula set forth in ARTICLE XIII(2)(B)(2)(a).

(b) 50% of the Participant's Remuneration (as defined in ARTICLE XIII(2)(B)(5) below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(c) The Retirement Offset.

(4) An Executive Participant who has attained age sixty (60) or older as of the Change in Control of NCR shall be entitled to receive the greater of (a) or (b).

(a) The benefits calculated according to the formula set forth in ARTICLE XIII(2)(B)(2) substituting Average Total Compensation for Remuneration.

(b) The benefits calculated according to ARTICLE VII(1) or ARTICLE VII(2) using the maximum "assumed age" and "assumed Service" for the Participant that would be permitted under ARTICLE VII.

(5) "Remuneration" - shall mean for a Participant other than an Executive Participant (a) with respect to a Termination Date within the three-year period immediately following the Change in Control of NCR the sum of (i) the Participant's annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii)

one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and (b) with respect to a Termination Date subsequent to the expiration of the three-year period immediately following the Change in Control, the greater of (i) the amount determined under (a) above, assuming the Termination Date within the three-year period immediately following the Change in Control of NCR that would result in the greatest amount of Remuneration or (ii) Average Total Compensation; and

- shall mean for an Executive Participant (a) with respect to a Termination Date following a Change in Control and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and (b) with respect to a Termination Date subsequent to December 31, 1996, the greater of (i) the amount determined under (a) above assuming the Termination Date within the period following the Change in Control and prior to January 1, 1997 that would result in the greatest amount of Remuneration or (ii) Average Total Compensation.

C. Spouse's and Children's Benefits. Notwithstanding any other provision of the Plan to the contrary, in the event that, at any time after the Change in Control of NCR, the Participant's employment with NCR is terminated in any of the circumstances described in ARTICLE XIII(2)(1)(i), (ii) or (iii) of the Plan, upon the death of the Participant, the Participant's Eligible Spouse, if any, shall be entitled to receive 75% of the Participant's benefit under ARTICLE XIII(2)(B), reduced by the Spouse's Offset, in lieu of the Retirement Offset, commencing immediately upon the death of a Participant. If the Eligible Spouse is more than ten years younger than the Participant, the benefit before offset shall be reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant. If at any time after the death of the Participant there is no Eligible Spouse living and there

are Eligible Children living, the Participant's Eligible Children shall be entitled to receive 75% of the Participant's benefit determined under ARTICLE XIII(2). Such benefits shall be continued until there are no Eligible Children under the age of 22. This provision shall supersede ARTICLE IX, Paragraph 1 and ARTICLE IX, Paragraph 2 of the Plan; provided, however, that, in the event that the Participant dies while employed by NCR, the benefit determined under this ARTICLE XIII(2)(C) shall not be less than the benefit determined under ARTICLE IX(1) had there been no Change in Control of NCR prior to the death of the Participant.

D. Change in Status. In the event that, at any time after a Change in Control of NCR and while in the employ of NCR, a change occurs in the employment status of the Participant as provided in ARTICLE VII(4) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by NCR, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this ARTICLE XIII(2) shall continue to apply.

E. No Additional Right to Disability Benefits. Nothing in this ARTICLE XIII shall be construed to provide or grant to any Participant who has retired or whose employment with NCR, or a subsidiary or Affiliate thereof, has terminated and who was not receiving disability benefits under the Plan prior to such retirement or termination of employment, the right to receive the disability benefits set forth in ARTICLE X of the Plan.

F. Waiver of Covenant Not to Compete. In the event that the Participant's employment is terminated pursuant to an Involuntary Termination following a Change in Control of NCR, the provisions of ARTICLE VII(7) of the Plan shall not apply. In the event that the Participant's employment is terminated for any reason other than an Involuntary Termination following a Change in Control of NCR, the provisions of ARTICLE VII(7) of the Plan shall apply for a period of one (1) year following the Participant's or former Participant's Termination Date.

G. Definition of Cause. For purposes of this Plan, "Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to NCR, monetarily or otherwise. For purposes of this ARTICLE XIII(2)(G), no act, or failure to act, on the part of the Participant shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of NCR. Notwithstanding the foregoing, the Participant shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Participant a certificate of a resolution duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors (which shall be the Board of Directors of AT&T if

the Participant is a member of the Board of Directors), at a meeting of the Board called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board), finding that, in the good faith opinion of the Board, the Participant was guilty of conduct set forth in this ARTICLE XIII(2)(G) and specifying the particulars thereof in detail.

H. Definition of Good Reason. For purposes of this ARTICLE XIII, "Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

1. The assignment to the Participant of any duties inconsistent with, or any substantial alteration in, such Participant's status or responsibilities as in effect immediately prior to a Change in Control of NCR, including the imposition of travel obligations which differ materially from required business travel immediately prior to the Change in Control of NCR;

2. (i) A reduction in the Participant's annual base salary as in effect immediately before the Change in Control of NCR; (ii) the failure to pay a bonus award to which the Participant is otherwise entitled under the terms of the CMICP, IMICP, LTI or any successor incentive compensation plans at the time at which such awards are usually paid; (iii) the award to the Participant of an annual bonus under CMICP, IMICP or any successor incentive compensation plans substantially less in amount than the annual bonus awarded to such Participant for the last complete fiscal year of NCR ending prior to the Change in Control of NCR; or (iv) the award to the Participant of performance units under the LTI, or any successor plan, which are substantially fewer in number or would yield a substantially lower award than the units awarded to such Participant for the cycle beginning on the January 1 immediately preceding the Change in Control of NCR. Notwithstanding clauses (iii) and (iv) hereof, Good Reason shall not exist if the awards referred to therein are substantially less or fewer, as the case may be, because of the failure to meet objectives based on quantitative performance.

3. A change in the principal place of the Participant's employment, as in effect immediately prior to the Change in Control of NCR, to a location more than thirty-five (35) miles distant from the location of such principal place at such time;

4. The failure by NCR to continue in effect any incentive compensation plan or stock option plan in which the Participant participates immediately prior to the Change in Control of NCR, unless an equivalent alternative compen-

sation arrangement (embodied in an ongoing substitute or alternative plan) has been provided to the Participant, or the failure by NCR to continue the Participant's participation in any such incentive or stock option plan on the same basis, both in terms of the amount of benefits provided and the level of the Participant's participation relative to other participants, as existed immediately prior to the time of the Change in Control of NCR;

5. (i) Except as required by law, the failure by NCR to continue to provide to the Participant benefits substantially equivalent, in the aggregate, to those enjoyed by the Participant under the qualified and non-qualified employee benefit and welfare plans of NCR, including, without limitation, the pension, life insurance, medical, dental, health and accident, disability, retirement, savings and profit-sharing plans, in which the Participant was eligible to participate immediately prior to the Change in Control of NCR; (ii) the taking of any action by NCR which would directly or indirectly materially reduce or deprive the Participant of any other material perequisite enjoyed by the Participant immediately prior to the Change in Control of NCR; or (iii) the failure by NCR to provide the Participant with the number of paid vacation days to which the Participant is entitled under NCR's vacation policy, past practice or special agreement in effect immediately prior to the Change in Control of NCR;

6. The failure of NCR to obtain a satisfactory agreement from any successor to assume and agree to perform the Separation Allowance Agreement (the form of which was approved by the Board of Directors at a regularly scheduled meeting on July 20, 1988 and subsequently amended by the Board of Directors on November 29, 1990) between NCR and the Participant, if any; or

7. Any purported termination of any Participant who has entered into a Separation Allowance Agreement which is (i) not effected pursuant to any notices required to be delivered pursuant to said Agreement or (ii) effected pursuant to a notice that does not satisfy the requirements of said Agreement. For purposes of the Plan, no such purported termination shall be effective except as constituting Good Reason.

ARTICLE XIV
Miscellaneous

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Ohio.

3. NCR shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with ARTICLE XIII of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such ARTICLE XIII, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). In the event of the establishment of the Trust, the following claims procedures shall be applicable to all claims for benefits under the Plan:

A. The Committee shall make the initial determination as to the rights of any Participant or beneficiary under the Plan ("Claimant") to a benefit under the Plan. Any denial by the Committee of a claim for benefits under the Plan (whether in whole or in part) shall be stated in writing and delivered by mail to the Claimant. Such notice shall set forth the specific reasons for the denial and specific references to any additional material or information necessary for the Claimant to review the reasons for the denial.

B. The Claimant may appeal the Committee's denial of benefits in whole or in part to the Trustee within 60 days of receiving notice of such denial by the Committee. Such request for review shall be made in writing by mail to the Trustee. The Claimant may submit any information and documentation he believes relevant to his appeal and may request the ability to review pertinent documents of NCR that have not otherwise been made available to him. If NCR does not produce any documents requested by a Claimant, the Trustee shall assume for purposes of its determination that such documents do not have any negative implication with respect to the Claimant's claim for benefits under the Plan. The burden of proof shall be upon NCR to establish its basis for the denial in whole or in part of a claim.

C. The Trustee shall make a de novo review of the benefit claimed by a Claimant. The Trustee may establish its own procedures within the guidelines set forth herein. Its determination shall be final, conclusive and binding upon NCR and the Claimant. The Claimant and NCR shall have the opportunity to appear before the Trustee to establish their positions with respect to the claimed benefits and to submit any documentation that they want the Trustee to consider. Any such documentation submitted by either party to the Trustee must be made available to the opposing party at least 15 days prior to the final date of submission of position papers and documentation to the Trustee. The Trustee shall render an opinion as to the determination of benefits no later than 60 days after the receipt by the Trustee of all documentation and position papers submitted by the parties.

NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN

Amended and Restated Effective December 31, 2008

ARTICLE I
Definitions

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Plan" means the NCR Senior Executive Retirement, Death and Disability Plan, as embodied herein or as amended from time to time.

"NCR" means NCR Corporation, a Maryland corporation, and its successors.

"Affiliate" shall have the meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"Average Total Compensation" means one-third of the Compensation actually paid (cash or stock at fair market value) to a Participant over the 36 consecutive month period during the last 72 months of service up to and including the Termination Date which produce the highest average; provided however, the Committee in its sole discretion, to rectify an inequity, may permit a bonus earned but not paid during such 36 consecutive month period to be substituted for the first bonus paid during such period; and provided further, that, for purposes of this Plan, Compensation which is deferred upon the election of a Participant pursuant to a qualified or non-qualified plan or arrangement of NCR, or a subsidiary or Affiliate thereof, shall be treated as paid in the month in which it is earned.

If a Participant has served less than 36 consecutive months, Average Total Compensation means, subject to the foregoing, the Compensation actually paid to the Participant for service up to and including the Termination Date, divided by months of Service, with the quotient multiplied by 12.

"Board of Directors" means the Board of Directors of NCR.

Notwithstanding anything herein to the contrary, the distribution by AT&T Corp. to its shareowners of all the outstanding shares of common stock of NCR Corporation shall not constitute a "Change In Control of NCR."

"Committee" means the Committee described in ARTICLE III hereof.

"Compensation" means only salary, the annual award under the Management Incentive Plan ("MIP") or any successor plan and fifty percent (50%) of the award under the Long-Term

Incentive (Performance Unit) Plan ("LTI") or any successor plan, including the NCR Long Term Incentive Program.

"Credited Service" means a Participant's period of Service not in excess of 15 years.

"Eligible Spouse"" means the spouse to whom the Participant is married on the date the Participant's benefit payments under the Plan commence.

"Eligible Children" means the children of a Participant who have not attained the age of 22 years upon the later death of the Participant and Eligible Spouse.

"Participant" shall have the meaning set forth in ARTICLE V.

"Projected Credited Service" means a Participant's period of Projected Service not in excess of 15 years.

"Projected Service" means the period of Service a Participant would have completed if such Participant had remained a Participant in the Plan until his or her 62nd birthday.

"Retirement Offset" means the sum of (a) the annual amount of employer-provided pension paid to a Participant under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or any prior employer, (b) disability income benefits pursuant to a plan of NCR or a subsidiary or Affiliate thereof, and (c) the annual amount of the Participant's Primary Insurance Amount paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof. Retirement Offset shall not include any amount paid under (i) any plan of, or agreement with, NCR as a severance payment or in connection with a Change in Control of NCR; (ii) MIP; (iii) the International Management Incentive Compensation Plan; (iv) LTI; or (v) a cashout of any NCR stock options.

"Retirement Plan" means the NCR Pension Plan.

"Service" means a Participant's period of employment with NCR, a subsidiary or Affiliate thereof, or a predecessor of any of the foregoing from the date of hire to the Termination Date or date of loss of participating status. Service shall be computed to the nearest full month.

"Spouse's Offset" means the sum of (a) the annual amount of employer-provided pension paid to an Eligible Spouse under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or employer of the Participant and (b) the annual amount of the Eligible Spouse's total family benefits paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof (excluding any benefit paid to a dependent child after such child's 18th birthday) which is attributable to the employment of the Participant. Spouse's offset

shall not include any amounts paid to the Eligible Spouse or Eligible Children of any former Participant which, but for the Participant's death, would otherwise have been paid to the Participant and would have been excluded from the Participant's Retirement Offset by virtue of the last sentence of the definition of Retirement Offset set forth above.

"Termination Date" means the date on which a Participant ceases to be employed by NCR or any of its foreign or domestic subsidiaries, by reason of such Participant's death, Total Disability, retirement, resignation, discharge or otherwise.

"Total Disability" means the inability of a Participant, because of bodily injury or disease which results from an unavoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Committee; provided, however, that for purposes of Appendix A, any question as to whether a Participant is Totally Disabled upon which the Participant and the Committee cannot agree shall be determined by a qualified independent physician selected by the Participant (or if the Participant is unable to make such selection, by any adult member of the Participant's immediate family or the Participant's legal representative), and approved by the Committee, such approval not to be unreasonably withheld. The determination of such physician made in writing to the Committee and to the Participant shall be final and conclusive.

ARTICLE II
Purpose

The purpose of the Plan is to provide for the payment of supplemental retirement, death and disability benefits to senior executives of NCR in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
Administration

The Plan shall be administered by the Committee. The Committee shall consist of the Compensation and Human Resource Committee of the Board of Directors, any of whom shall be eligible to participate in the Plan. If there is no Compensation Committee, then the Committee shall be the Board of Directors. The Committee is authorized, subject to the provisions of the Plan, to select Participants, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such actions in connection with the Plan or the benefits thereunder as it deems necessary or advisable. All such determinations, interpretations and actions by the Committee under the Plan or with respect to any benefits thereunder shall be final and binding on all persons.

ARTICLE IV
Effective Date

The Plan became effective as of January 1, 1975.

ARTICLE V
Eligibility

The Participants in the Plan shall be such senior executive officers of NCR who were selected by the Committee to participate therein prior to 1990. There shall be no additional Participants added to the Plan.

ARTICLE VI
Agreements

Participants in and the benefits to which each Participant may be entitled under the Plan shall be evidenced by agreements between NCR and each Participant in such form as the Committee shall, from time to time, approve, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VII
Retirement and Termination Benefits

1. A Participant who retires at or after his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of Credited Service.

(b) The Retirement Offset.

2. A Participant who retires or who terminates employment with NCR on or after his or her 55th birthday and prior to his or her 62nd birthday or whose employment with NCR is involuntarily terminated by NCR on or after his or her 52nd birthday and prior to his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The Product of (i) 4% of the Participant's Average Total Compensation, (ii) the number of years of Projected Credited Service and (iii) the ratio that the number of years of Service bears to the number of years of Projected Service, reduced by 3% for

each year, and proportionally for each portion of a year, to the nearest month, from the date benefits commence to the Participant's 62nd birthday.

(b) The Retirement Offset.

3. A Participant whose employment with NCR is involuntarily terminated by NCR prior to his or her 52nd birthday shall, in the sole discretion of the Committee, be entitled to receive benefits under the Plan only in an annual amount computed in accordance with Section 2 of this ARTICLE.

4. A Participant whose participation in the Plan is terminated by the Committee by reason of a change in such Participant's employment status with NCR shall be entitled to receive benefits under the Plan only if at the Termination Date he or she qualifies under Section 1, 2, or 3 of this ARTICLE. The annual amount of such benefits shall be computed in accordance with Section 2 of this ARTICLE; provided, however, that for purposes of determining the Retirement Offset, the portion of any pension paid to the Participant under the Retirement Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

5. A Participant whose employment with NCR is terminated other than for death or disability (i) for any reason prior to one year from the effective date of his or her participation in the Plan or (ii) voluntarily by the Participant after such date and prior to such Participant's 55th birthday shall not be entitled to any benefits under the Plan.

6. Notwithstanding any other provisions of the Plan, if a Participant is discharged by NCR for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

7. If at any time the Committee, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with NCR, he or she shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 7 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

8. The Committee shall have the sole discretion to determine if a Participant has retired or terminated employment with NCR and if any termination is voluntary or involuntary.

ARTICLE VIII
Payment of Retirement and Termination Benefits

1. Retirement and termination benefits under the Plan shall be paid in equal bi-weekly payments unless the Committee shall direct another form of payment.

2. (a) The first payment of benefits under Sections 1 and 2 of ARTICLE VII shall be made as of the Termination Date.

(b) The first payment of benefits, under Section 3 of ARTICLE VII shall be made as of the former Participant's 52nd birthday.

3. Retirement and termination benefits under the Plan shall be paid for the life of the former Participant.

ARTICLE IX
Spouse's or Children's Benefits

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's retirement or other termination of employment with NCR, his or her Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 3% of the Participant's Average Total Compensation multiplied by the number of years of Projected Credited Service, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

2. In the event of the death of a former Participant after retirement or termination of employment with NCR pursuant to Section 1, 2, or 4 of ARTICLE VII, such Participant's Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 1(a) or 2(a) of ARTICLE VII, as applicable, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the former Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, in the case of a former Participant who is entitled to receive benefits under Section 4 of ARTICLE VII, no benefits are payable to an Eligible Spouse if the former Participant's age at the Termination Date is under age 55 and for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded.

3. In the event of the death of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII which death occurs prior to such Participant's retirement or

termination of employment with NCR, the Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 2(a) of ARTICLE VII as if the former Participant had Retired immediately prior to his or her death reduced by 3/4% for each year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, (i) no benefits are payable to an Eligible Spouse if the former Participant's date of death is prior to such Participant's 52nd birthday and (ii) for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Committee may, in its sole discretion treat such former Participant as a Participant solely for purposes of this Section 3 until his or her 55th birthday.

4. In the event of the death of a former Participant after termination of employment with NCR pursuant to Section 3, 5, or 6 of ARTICLE VII (or in the event that a Participant's or a former Participant's rights to benefits are forfeited pursuant to Section 7 of ARTICLE VII), no benefits shall be payable under the plan to the Eligible Spouse or to the Eligible Children of such Participant or former Participant.

5. Spouse's benefits under the Plan shall be paid in equal installments at least annually commencing at the date of death (except as provided in Section 7 of this ARTICLE) for the life of the Eligible Spouse; provided, however, that if the Eligible Spouse dies within five years after the Participant's death, Spouse's benefits under the Plan shall continue to be paid in accordance with Section 6 of this ARTICLE.

6. In the event an Eligible Spouse dies within five years after the Participant's death, the payment of Spouse's benefits shall be continued for the longer of (a) the balance of the five-year period after the Participant's death or (b) until the youngest of the Eligible Children attains the age of 22 years. Such Spouse's benefits shall be paid to such person or persons, including the Spouse's creditors, estate, and creditors of such Spouse's estate, as the Spouse may appoint in his or her last will and testament by specific reference to the general power of appointment provided for in this Section 6. Such general power of appointment shall be exercisable only by the Spouse and in all events shall not be subject to a power in any person against him or her. If the Spouse fails to exercise the general power of appointment herein granted, Spouse's benefits shall be paid in equal shares to the Eligible Children, or in default thereof, to the Spouse's estate.

7. For purposes of this Plan whenever, as between a Participant and an Eligible Spouse, there is no evidence of the order of death or where death occurs as a result of a common disaster, the Eligible Spouse shall be presumed to have survived the Participant.

ARTICLE X
Disability Benefits

1. In the event of the Total Disability of a Participant on or after the effective date of participation in the Plan and prior to retirement or other termination of employment with NCR, such Participant shall be entitled to receive disability benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of his or her Projected Credited Service.

(b) The Retirement Offset.

2. In the event of the Total Disability of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII prior to his retirement or other termination of employment with NCR, such Participant shall be deemed to have terminated employment with NCR as of the date of disability; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Committee may, in its sole discretion, treat such former Participant as a Participant solely for purposes of this Section 2 until his or her 55th birthday.

3. Disability benefits under the Plan shall be paid in equal installments at least annually commencing as of the Termination Date and for the life of the former Participant; provided, however, that if the Committee determines that a Participant receiving disability benefits under the Plan is no longer suffering from a Total Disability prior to his or her 62nd birthday, disability benefits shall be discontinued and if such former Participant does not return to the employ of NCR within a reasonable time thereafter, he or she shall be deemed to have voluntarily terminated employment with NCR as of the date of such determination.

4. In the event of the death of a former Participant receiving disability benefits, the Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount computed in accordance with Section 1 of ARTICLE IX, which benefits shall be payable in accordance with Sections 5 and 6 of ARTICLE IX.

ARTICLE XI
Certain Provisions Relating to Participation

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and

provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of NCR to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan and by accepting any benefit under the Plan, each Participant, each former Participant and each person claiming under or through such Participant or former Participant shall, except with respect to Appendix A and ARTICLE XIV, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by NCR, the Board of Directors and the Committee.

4. The Plan shall not be deemed a substitute for any retirement, death, disability or other employee benefit plan or arrangements that may now or hereafter be provided for employees of NCR generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE XII
Amendment and Termination

The Committee shall have the right, without the consent of any Participant, former Participant, Eligible Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between NCR and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that (a) no such action shall adversely affect any Participant's, former Participant's or Eligible Spouse's accrued benefits prior to such action under the Plan or the benefits payable under Appendix A, and (b) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) of the benefit of any Participant or former Participant.

ARTICLE XIII
Change in Control

A Change-in-Control of NCR occurred on September 13, 1991. Pursuant to the Change-in-Control provisions in this Plan at that time, all Participants in the Plan actively employed by NCR on January 1, 1997 are entitled to the Change-in-Control benefits described in Appendix A.

ARTICLE XIV
Miscellaneous

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of Ohio.

3. NCR shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with ARTICLE XIII of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such ARTICLE XIII, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). In the event of the establishment of the Trust, the following claims procedures shall be applicable to all claims for benefits under the Plan:

A. The Committee shall make the initial determination as to the rights of any Participant or beneficiary under the Plan ("Claimant") to a benefit under the Plan. Any denial by the Committee of a claim for benefits under the Plan (whether in whole or in part) shall be stated in writing and delivered by mail to the Claimant, Such notice shall set forth the specific reasons for the denial and specific references to any additional material or information necessary for the Claimant to review the reasons for the denial.

B. The Claimant may appeal the Committee's denial of benefits in whole or in part to the Trustee within 60 days of receiving notice of such denial by the Committee. Such request for review shall be made in writing by mail to the Trustee. The Claimant may submit any information and documentation he believes relevant to his appeal and may request the ability to review pertinent documents of NCR that have not otherwise been made available to him. If NCR does not produce any documents requested by a Claimant, the Trustee shall assume for purposes of its determination that such documents do not have any negative implication with respect to the Claimant's claim for benefits under the Plan The burden of proof shall be upon NCR to establish its basis for the denial in whole or in part of a claim.

C. The Trustee shall make a de novo review of the benefit claimed by a Claimant The Trustee may establish its own procedures within the guidelines set forth herein. Its determination shall be final, conclusive and binding upon NCR and the Claimant The Claimant and NCR shall have the opportunity to appear before the Trustee to establish their positions with respect to the claimed benefits and to submit any documentation that they want the Trustee to consider. Any such documentation submitted by either party to the Trustee must be made available to the opposing party at least 15 days prior to the final date of submission of position papers and documentation to the Trustee. The Trustee shall render an opinion as to the determination of

benefits no later than 60 days after the receipt by the Trustee of all documentation and position papers submitted by the parties.

4. As of December 31, 2008, payment of benefits has commenced or concluded with respect to all Participants and former Participants in this Plan, and the employment of all of such Participants and former Participants with NCR was terminated prior to January 1, 2005. Therefore, the entire benefit of each Participant and former Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Participant and former Participant (or his Eligible Spouse or Eligible Children) shall continue to receive his benefits under the Plan in accordance with the terms of the Plan (and administrative guidelines adopted thereunder) as in effect on October 3, 2004. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to any Participant or former Participant. It is intended that benefits under the Plan with respect to all Participants and former Participants shall be exempt from the application of Section 409A of the Code.

IN WITNESS WHEREOF, the Company has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.

NCR CORPORATION

By:_____
Name: Andrea Ledford
Title: Senior Vice President, Human Resources

550041.4

APPENDIX A

The provisions of this Appendix A shall apply to a Participant in the Plan who was a Participant for at least one year prior to September 13, 1991, and who was a Participant and actively employed by the Company or a subsidiary or Affiliate continuously through January 1, 1995.

A. Additions to Service and Credited Service.

(1) For purposes of this Appendix A, each Participant's Service, Credited Service and Projected Credited Service as of the date of the Change in Control of NCR shall be deemed, subject to (2) below, to be increased by sixty (60) months. The Participant's Service as so increased, plus any Service from September 13, 1991 to the Termination Date, shall be his or her "Deemed Service". The Participant's Credited Service as so increased, plus any Credited Service from the date of the Change in Control to the Termination Date shall be his or her "Deemed Credited Service". The Participant's Projected Credited Service as so increased shall be his or her "Deemed Projected Credited Service".

(2) The additions to Service, Credited Service and Projected Credited Service provided under paragraph (1) are subject to the following limitations:

(i) the Participant's Deemed Service shall not exceed projected Service determined as of the Termination Date.

(ii) the Participant's Deemed Projected Credited Service and the Participant's Deemed Credited Service shall not exceed fifteen (15) years.

(iii) the Participant's Projected Service shall not be increased.

B. Termination Benefits. The Participant shall be entitled to receive, beginning upon the Participant's Termination Date or, if later, upon the Participant's attainment of age fifty (50), the termination benefits set forth in Sections (1), (2) or (3) below:

(1) A Participant, other than an Executive Participant, who has attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Remuneration (as defined below) multiplied by the number of years of Deemed Credited Service.

(b) The Retirement Offset.

(2) A Participant, other than an Executive Participant, who has not yet attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The product of (i) 4% of the Participant's Remuneration (as defined in ARTICLE XIII(2)(B)(5) below), (ii) the number of years of Deemed Projected Credited Service and (iii) the ratio that the number of years of Deemed Service bears to the number of years of Projected Service, reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(b) The Retirement Offset.

(3) An Executive Participant who has not yet attained age sixty (60) as of September 13, 1991, shall be entitled to receive the greater of (a) or (b), minus (c).

(a) The benefits calculated according to the formula set forth in ARTICLE XIII(2)(B)(2)(a).

(b) 50% of the Participant's Remuneration (as defined below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(c) The Retirement Offset.

(4) An Executive Participant who has attained age sixty (60) or older as of September 13, 1991, shall be entitled to receive the greater of (a) or (b).

(a) The benefits calculated according to the formula set forth in (2)(B)(2) substituting Average Total Compensation for Remuneration.

(b) The benefits calculated according to ARTICLE VII(1) or ARTICLE VII(2) using the maximum "assumed age" and "assumed Service" for the Participant that would be permitted under ARTICLE VII.

(5) "Remuneration" shall mean (a) with respect to a Termination Date following a Change in Control and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent

(100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and shall mean, with respect to a Termination Date subsequent to December 31, 1996, the greater of (i) the amount determined under (a) above assuming the Termination Date within the period following September 13, 1991 and prior to January 1, 1997 that would result in the greatest amount of Remuneration or (ii) Average Total Compensation.

C. Spouse's and Children's Benefits. Upon the death of the Participant, the Participant's Eligible Spouse, if any, shall be entitled to receive 75% of the Participant's benefit under (2)(B), reduced by the Spouse's Offset, in lieu of the Retirement Offset, commencing immediately upon the death of a Participant If the Eligible Spouse is more than ten years younger than the Participant, the benefit before offset shall be reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant. If at any time after the death of the Participant there is no Eligible Spouse living and there are Eligible Children living, the Participant's Eligible Children shall be entitled to receive 75% of the Participant's benefit determined under this Appendix A. Such benefits shall be continued until there are no Eligible Children under the age of 22. This provision shall supersede ARTICLE IX, Paragraph 1 and ARTICLE IX, Paragraph 2 of the Plan; provided, however, that, in the event that the Participant dies while employed by NCR, the benefit determined under this Paragraph (C) shall not be less than the benefit determined under ARTICLE IX(I) without regard to this Appendix A.

D. Change in Status. In the event that, at any time after a Change in Control of NCR and while in the employ of NCR, a change occurs in the employment status of the Participant as provided in ARTICLE VII(4) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by NCR, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this Appendix A shall continue to apply.

E. No Additional Right to Disability Benefits. Nothing in this Appendix A shall be construed to provide or grant to any Participant who has retired or whose employment with NCR, or a subsidiary or Affiliate thereof, has terminated and who was not receiving disability benefits under the Plan prior to such retirement or termination of employment, the right to receive the disability benefits set forth in ARTICLE X of the Plan.

FIRST AMENDMENT TO THE

NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN

(As Amended and Restated Effective December 31, 2008)

AMENDMENT TO THE NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN as restated and in effect December 31, 2008 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1975;

WHEREAS, the Plan was amended and restated effective December 31, 2008;

WHEREAS, NCR desires that all retirement plans of NCR be subject to uniform provisions and procedures for plan administration, benefit claims and appeals; and

WHEREAS, this amendment was approved by the Compensation and Human Resource Committee of the NCR Corporation Board of Directors at its meeting on October 23, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of October 23, 2012:

1. The defined term "Committee" in Article I is hereby amended to read in its entirety as follows:

> "Committee" means the Compensation and Human Resource Committee of the Board of Directors, some of whom shall be eligible to participate in the Plan. If there is no Compensation and Human Resource Committee, then the Committee shall be the Board of Directors.

2. A new defined term "Plan Administrator" is hereby added to Article I immediately following the defined term "Participant" to read in its entirety as follows:

"Plan Administrator" means the Committee, except that if NCR has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Committee with respect to those responsibilities expressly reserved to the Committee by the Plan.

3. Article III of the Plan is hereby amended in its entirety to read as follows:

ARTICLE III
Administration

1. The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

2. The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

3. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from NCR and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish NCR, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

4. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

5. The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, NCR, the legal counsel of NCR, or an actuary.

6. The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in

accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

7. Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

8. The Plan Administrator shall determine whether legal fees and expenses reimbursed pursuant to Article XIV of the Plan are reasonably incurred. Legal fees and expenses shall be considered not to be reasonably incurred to the extent they are incurred for substantially duplicative services, are associated with burdensome demands, or are otherwise determined by the Plan Administrator not to be reasonable.

(a) Factors showing that services are substantially duplicative include (but are not limited to) factors showing that claims, reasonably proximate in time, are brought by separate claimants represented by separate counsel, or by single counsel where claims are charged separately to separate claimants, and such claims:

(i) arise from the same or substantially similar Plan provisions, amendments or termination;

(ii) arise from the same or substantially similar interpretations, decisions or other discretionary acts by the Plan Administrator; or

(iii) arise under the same or substantially similar theories or facts. Theories do not fail to be substantially similar merely because of differences in mechanical factors. For example, claims brought under a theory based on the actuarial factors required to compute the benefit claimed under the Plan do not fail to be substantially similar merely because different claimants use different actuarial factors to compute such the benefit claimed.

(b) Factors showing that demands are burdensome include (but are not limited to) factors showing that the demands:

(i) relate to claims arising under theories without substantial authority, or

(ii) are connected with discovery that is burdensome or insufficiently related to a claim brought under a theory with substantial authority.

4. Article XII of the Plan is hereby amended by adding the following sentence at the end thereof:

The Committee may delegate its authority to amend the Plan in whole or part.

5. Section 2 of Article XIV of the Plan is hereby amended in its entirety to read as follows:

2. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

6. Section 3 of Article XIV of the Plan is hereby amended in its entirety to read as follows:

3. NCR shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with ARTICLE XIII of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such ARTICLE XIII, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). The claims procedures under Article III shall be applicable to all claims for benefits under the Plan. Any amounts paid to reimburse a Participant's legal fees under this section constitute taxable income to the Participant under the Internal Revenue Code of 1986, as amended (the "Code"), whether paid directly to Participant or to Participant's counsel. NCR shall withhold all applicable taxes to the extent required by the Code and applicable state and local law.

7. The new defined term "Plan Administrator" is hereby substituted for the defined term "Committee" in all of the following instances: Article I – the definitions of "Average Total Compensation" and "Total Disability" (all four instances); Article VI; Article VII – Sections 3, 4, 7, & 8; Article VIII – Section 1; Article IX – Section 3; Article X – Sections 2 & 3. Moreover, in Section 3 of Article XI, the phrase "Board of Directors and the Committee" shall be replaced by "Board of Directors, the Committee and the Plan Administrator" at the end of said Section 3.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 23rd day of October, 2012.

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN

2013 Restatement

ARTICLE I
Definitions

Whenever used in the Plan, the following terms shall have the meanings hereinafter set forth:

"Plan" means the NCR Senior Executive Retirement, Death and Disability Plan, as embodied herein or as amended from time to time.

"NCR" means NCR Corporation, a Maryland corporation, and its successors.

"Affiliate" shall have the meaning set forth in SEC Rule 405 under the Securities Act of 1933, as currently in effect.

"Average Total Compensation" means one-third of the Compensation actually paid (cash or stock at fair market value) to a Participant over the 36 consecutive month period during the last 72 months of service up to and including the Termination Date which produce the highest average; provided however, the Plan Administrator in its sole discretion, to rectify an inequity, may permit a bonus earned but not paid during such 36 consecutive month period to be substituted for the first bonus paid during such period; and provided further, that, for purposes of this Plan, Compensation which is deferred upon the election of a Participant pursuant to a qualified or non-qualified plan or arrangement of NCR, or a subsidiary or Affiliate thereof, shall be treated as paid in the month in which it is earned.

If a Participant has served less than 36 consecutive months, Average Total Compensation means, subject to the foregoing, the Compensation actually paid to the Participant for service up to and including the Termination Date, divided by months of Service, with the quotient multiplied by 12.

"Board of Directors" means the Board of Directors of NCR.

Notwithstanding anything herein to the contrary, the distribution by AT&T Corp. to its shareowners of all the outstanding shares of common stock of NCR Corporation shall not constitute a "Change In Control of NCR."

"Committee" means the Compensation and Human Resource Committee of the Board of Directors, some of whom shall be eligible to participate in the Plan. If there is no Compensation and Human Resource Committee, then the Committee shall be the Board of Directors.

"Compensation" means only salary, the annual award under the Management Incentive Plan ("MIP") or any successor plan and fifty percent (50%) of the award under the Long-Term Incentive (Performance Unit) Plan ("LTP") or any successor plan, including the NCR Long Term Incentive Program.

"Credited Service" means a Participant's period of Service not in excess of 15 years.

"Eligible Spouse"' means the spouse to whom the Participant is married on the date the Participant's benefit payments under the Plan commence.

"Eligible Children" means the children of a Participant who have not attained the age of 22 years upon the later death of the Participant and Eligible Spouse.

"Participant" shall have the meaning set forth in ARTICLE V.

"Plan Administrator" means the Committee, except that if NCR has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Committee with respect to those responsibilities expressly reserved to the Committee by the Plan.

"Projected Credited Service" means a Participant's period of Projected Service not in excess of 15 years.

"Projected Service" means the period of Service a Participant would have completed if such Participant had remained a Participant in the Plan until his or her 62nd birthday.

"Retirement Offset" means the sum of (a) the annual amount of employer-provided pension paid to a Participant under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or any prior employer, (b) disability income benefits pursuant to a plan of NCR or a subsidiary or Affiliate thereof, and (c) the annual amount of the Participant's Primary Insurance Amount paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof. Retirement Offset shall not include any amount paid under (i) any plan of, or agreement with, NCR as a severance payment or in connection with a Change in Control of NCR; (ii) MIP; (iii) the International Management Incentive Compensation Plan; (iv) LTI; or (v) a cashout of any NCR stock options.

"Retirement Plan" means the NCR Pension Plan.

"Service" means a Participant's period of employment with NCR, a subsidiary or Affiliate thereof, or a predecessor of any of the foregoing from the date of hire to the Termination Date or date of loss of participating status. Service shall be computed to the nearest full month.

"Spouse's Offset" means the sum of (a) the annual amount of employer-provided pension paid to an Eligible Spouse under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or employer of the Participant and (b) the annual amount of the Eligible Spouse's total family benefits paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof (excluding any benefit paid to a dependent child after such child's 18th birthday) which is attributable to the employment of the Participant. Spouse's offset shall not include any amounts paid to the Eligible Spouse or Eligible Children of any former Participant which, but for the Participant's death, would otherwise have been paid to the Participant and would have been excluded from the Participant's Retirement Offset by virtue of the last sentence of the definition of Retirement Offset set forth above.

"Termination Date" means the date on which a Participant ceases to be employed by NCR or any of its foreign or domestic subsidiaries, by reason of such Participant's death, Total Disability, retirement, resignation, discharge or otherwise.

"Total Disability" means the inability of a Participant, because of bodily injury or disease which results from an unavoidable cause, to perform the duties of such Participant's regular occupation, as determined by the Plan Administrator; provided, however, that for purposes of Appendix A, any question as to whether a Participant is Totally Disabled upon which the Participant and the Plan Administrator cannot agree shall be determined by a qualified independent physician selected by the Participant (or if the Participant is unable to make such selection, by any adult member of the Participant's immediate family or the Participant's legal representative), and approved by the Plan Administrator, such approval not to be unreasonably withheld. The determination of such physician made in writing to the Plan Administrator and to the Participant shall be final and conclusive.

ARTICLE II
Purpose

The purpose of the Plan is to provide for the payment of supplemental retirement, death and disability benefits to senior executives of NCR in order to attract and retain executives of superior ability, industry and loyalty.

ARTICLE III
Administration

1. The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

2. The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

3. The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from NCR and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish NCR, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

4. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

5. The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, NCR, the legal counsel of NCR, or an actuary.

6. The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

7. Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

8. The Plan Administrator shall determine whether legal fees and expenses reimbursed pursuant to Article XIV of the Plan are reasonably incurred. Legal fees and expenses shall be considered not to be reasonably incurred to the extent they are incurred for substantially duplicative services, are associated with burdensome demands, or are otherwise determined by the Plan Administrator not to be reasonable.

(a) Factors showing that services are substantially duplicative include (but are not limited to) factors showing that claims, reasonably proximate in time, are brought by separate claimants represented by separate counsel, or by single counsel where claims are charged separately to separate claimants, and such claims:

(i) arise from the same or substantially similar Plan provisions, amendments or termination;

(ii) arise from the same or substantially similar interpretations, decisions or other discretionary acts by the Plan Administrator; or

(iii) arise under the same or substantially similar theories or facts. Theories do not fail to be substantially similar merely because of differences in mechanical factors. For example, claims brought under a theory based on the actuarial factors required to compute the benefit claimed under the Plan do not fail to be substantially similar merely because different claimants use different actuarial factors to compute the benefit claimed.

(b) Factors showing that demands are burdensome include (but are not limited to) factors showing that the demands:

(i) relate to claims arising under theories without substantial authority, or

(ii) are connected with discovery that is burdensome or insufficiently related to a claim brought under a theory with substantial authority.

ARTICLE IV
Effective Date

The Plan became effective as of January 1, 1975.

ARTICLE V
Eligibility

The Participants in the Plan shall be such senior executive officers of NCR who were selected by the Committee to participate therein prior to 1990. There shall be no additional Participants added to the Plan.

ARTICLE VI
Agreements

Participants in and the benefits to which each Participant may be entitled under the Plan shall be evidenced by agreements between NCR and each Participant in such form as the Plan Administrator shall, from time to time, approve, which agreements shall comply with and be subject to all the terms and conditions of the Plan.

ARTICLE VII
Retirement and Termination Benefits

1. A Participant who retires at or after his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of Credited Service.

(b) The Retirement Offset.

2. A Participant who retires or who terminates employment with NCR on or after his or her 55th birthday and prior to his or her 62nd birthday or whose employment with NCR is involuntarily terminated by NCR on or after his or her 52nd birthday and prior to his or her 62nd birthday shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The Product of (i) 4% of the Participant's Average Total Compensation, (ii) the number of years of Projected Credited Service and (iii) the ratio that the number of years of Service bears to the number of years of Projected Service, reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month, from the date benefits commence to the Participant's 62nd birthday.

(b) The Retirement Offset.

3. A Participant whose employment with NCR is involuntarily terminated by NCR prior to his or her 52nd birthday shall, in the sole discretion of the Plan Administrator, be entitled to receive benefits under the Plan only in an annual amount computed in accordance with Section 2 of this ARTICLE.

4. A Participant whose participation in the Plan is terminated by the Plan Administrator by reason of a change in such Participant's employment status with NCR shall be entitled to receive benefits under the Plan only if at the Termination Date he or she qualifies under Section 1, 2, or 3 of this ARTICLE. The annual amount of such benefits shall be computed in accordance with Section 2 of this ARTICLE; provided, however, that for purposes of determining the Retirement Offset, the portion of any pension paid to the Participant under the Retirement Plan attributable to the period after the termination of participation in the Plan shall be disregarded.

5. A Participant whose employment with NCR is terminated other than for death or disability (i) for any reason prior to one year from the effective date of his or her participation in the Plan or (ii) voluntarily by the Participant after such date and prior to such Participant's 55th birthday shall not be entitled to any benefits under the Plan.

6. Notwithstanding any other provisions of the Plan, if a Participant is discharged by NCR for fraud or misconduct, such Participant shall forfeit all rights to benefits under the Plan.

7. If at any time the Plan Administrator, in its sole discretion, determines that a Participant, former Participant or other person who is entitled to receive or is receiving any benefits under the Plan has become, within three years of the anniversary of the Participant's or former Participant's Termination Date, an employee of, a proprietor, partner, principal, or more than 5% shareholder in, or consultant to any corporation, partnership, proprietorship or other entity which is in competition with NCR, he or she

shall forfeit all rights to benefits under the Plan. In the event and to the extent that any portion of this Section 7 shall be determined by a court of competent jurisdiction to be invalid and unenforceable, such determination shall not affect that portion to the extent it is not determined to be invalid and unenforceable.

8. The Plan Administrator shall have the sole discretion to determine if a Participant has retired or terminated employment with NCR and if any termination is voluntary or involuntary.

ARTICLE VIII
Payment of Retirement and Termination Benefits

1. Retirement and termination benefits under the Plan shall be paid in equal bi-weekly payments unless the Plan Administrator shall direct another form of payment.

2. (a) The first payment of benefits under Sections 1 and 2 of ARTICLE VII shall be made as of the Termination Date.

(b) The first payment of benefits, under Section 3 of ARTICLE VII shall be made as of the former Participant's 52nd birthday.

3. Retirement and termination benefits under the Plan shall be paid for the life of the former Participant.

ARTICLE IX
Spouse's or Children's Benefits

1. In the event of the death of a Participant on or after the effective date of participation in the Plan and prior to such Participant's retirement or other termination of employment with NCR, his or her Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 3% of the Participant's Average Total Compensation multiplied by the number of years of Projected Credited Service, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

2. In the event of the death of a former Participant after retirement or termination of employment with NCR pursuant to Section 1, 2, or 4 of ARTICLE VII, such Participant's Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 1(a) or 2(a) of ARTICLE VII, as applicable, reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the former Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, in the case of a former Participant who is entitled to receive benefits under Section 4 of ARTICLE VII, no benefits are payable to an Eligible Spouse if the former

Participant's age at the Termination Date is under age 55 and for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded.

3. In the event of the death of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII which death occurs prior to such Participant's retirement or termination of employment with NCR, the Eligible Spouse shall be entitled to benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 75% of the amount computed in accordance with Section 2(a) of ARTICLE VII as if the former Participant had retired immediately prior to his or her death reduced by 3/4% for each year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant.

(b) The Spouse's Offset.

Notwithstanding the foregoing, (i) no benefits are payable to an Eligible Spouse if the former Participant's date of death is prior to such Participant's 52nd birthday and (ii) for purposes of determining the Spouse's Offset, the portion of any pension paid to the Eligible Spouse under the Retirement Plan attributable to the period after the termination of the former Participant's participation in the Plan shall be disregarded; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Plan Administrator may, in its sole discretion treat such former Participant as a Participant solely for purposes of this Section 3 until his or her 55th birthday.

4. In the event of the death of a former Participant after termination of employment with NCR pursuant to Section 3, 5, or 6 of ARTICLE VII (or in the event that a Participant's or a former Participant's rights to benefits are forfeited pursuant to Section 7 of ARTICLE VII), no benefits shall be payable under the plan to the Eligible Spouse or to the Eligible Children of such Participant or former Participant.

5. Spouse's benefits under the Plan shall be paid in equal installments at least annually commencing at the date of death (except as provided in Section 7 of this ARTICLE) for the life of the Eligible Spouse; provided, however, that if the Eligible Spouse dies within five years after the Participant's death, Spouse's benefits under the Plan shall continue to be paid in accordance with Section 6 of this ARTICLE.

6. In the event an Eligible Spouse dies within five years after the Participant's death, the payment of Spouse's benefits shall be continued for the longer of (a) the balance of the five-year period after the Participant's death or (b) until the youngest of the Eligible Children attains the age of 22 years. Such Spouse's benefits shall be paid to such person or persons, including the Spouse's creditors, estate, and creditors of such Spouse's estate, as the Spouse may appoint in his or her last will and testament by specific reference to the general power of appointment provided for in this Section 6. Such general power of appointment shall be exercisable only by the Spouse and in all events shall not be subject to a power in any person against him or her. If the Spouse fails to exercise the general power of appointment herein granted, Spouse's benefits shall be paid in equal shares to the Eligible Children, or in default thereof, to the Spouse's estate.

7. For purposes of this Plan whenever, as between a Participant and an Eligible Spouse, there is no evidence of the order of death or where death occurs as a result of a common disaster, the Eligible Spouse shall be presumed to have survived the Participant.

ARTICLE X
Disability Benefits

1. In the event of the Total Disability of a Participant on or after the effective date of participation in the Plan and prior to retirement or other termination of employment with NCR, such Participant shall be entitled to receive disability benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Average Total Compensation multiplied by the number of years of his or her Projected Credited Service.

(b) The Retirement Offset.

2. In the event of the Total Disability of a former Participant who is entitled to benefits under Section 4 of ARTICLE VII prior to his retirement or other termination of employment with NCR, such Participant shall be deemed to have terminated employment with NCR as of the date of disability; provided, however, that if such former Participant was at least 52 years of age on the date on which his or her participation in the Plan terminated, the Plan Administrator may, in its sole discretion, treat such former Participant as a Participant solely for purposes of this Section 2 until his or her 55th birthday.

3. Disability benefits under the Plan shall be paid in equal installments at least annually commencing as of the Termination Date and for the life of the former Participant; provided, however, that if the Plan Administrator determines that a Participant receiving disability benefits under the Plan is no longer suffering from a Total Disability prior to his or her 62nd birthday, disability benefits shall be discontinued and if such former Participant does not return to the employ of NCR within a reasonable time thereafter, he or she shall be deemed to have voluntarily terminated employment with NCR as of the date of such determination.

4. In the event of the death of a former Participant receiving disability benefits, the Eligible Spouse shall be entitled to receive benefits under the Plan in an annual amount computed in accordance with Section 1 of ARTICLE IX, which benefits shall be payable in accordance with Sections 5 and 6 of ARTICLE IX.

ARTICLE XI
Certain Provisions Relating to Participation

1. No Participant, no former Participant, no person claiming under or through any Participant and no other person shall have any right or interest, whether vested or otherwise, in the Plan or its continuance, or in or to the payment of any benefits under the Plan, whether such benefits be vested, contingent or otherwise, unless and until all the terms, conditions and provisions of the Plan that affect such benefits and the payment thereof shall have been fully complied with as specifically provided in the Plan and any agreement thereunder.

2. Neither the adoption of the Plan nor its operation shall in any way affect the right and power of NCR to dismiss or otherwise terminate the employment or change the terms of employment or amount of compensation of any employee at any time for any reason with or without cause.

3. By his or her agreement to participate in the Plan and by accepting any benefit under the Plan, each Participant, each former Participant and each person claiming under or through such

Participant or former Participant shall, except with respect to Appendix A and ARTICLE XIV, be conclusively bound by any action or decision taken or made or to be taken or made under the Plan by NCR, the Board of Directors, the Committee and the Plan Administrator.

4. The Plan shall not be deemed a substitute for any retirement, death, disability or other employee benefit plan or arrangements that may now or hereafter be provided for employees of NCR generally. Any such plan or arrangements may be authorized by the Board of Directors and payments thereunder may be made independently of the Plan.

ARTICLE XII
Amendment and Termination

The Committee shall have the right, without the consent of any Participant, former Participant, Eligible Spouse or any other person claiming under or through a Participant or former Participant, to amend or modify the Plan or any agreement between NCR and any Participant thereunder from time to time or to terminate or repeal the Plan or any such agreement entirely at any time; provided, however, that (a) no such action shall adversely affect any Participant's, former Participant's or Eligible Spouse's accrued benefits prior to such action under the Plan or the benefits payable under Appendix A, and (b) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) of the benefit of any Participant or former Participant. The Committee may delegate its authority to amend the Plan in whole or part.

ARTICLE XIII
Change in Control

A Change-in-Control of NCR occurred on September 13, 1991. Pursuant to the Change-in-Control provisions in this Plan at that time, all Participants in the Plan actively employed by NCR on January 1, 1997 are entitled to the Change-in-Control benefits described in Appendix A.

ARTICLE XIV
Miscellaneous

1. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized.

2. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

3. NCR shall pay to the Participant all legal fees and expenses reasonably incurred by the Participant in connection with ARTICLE XIII of the Plan (including all such fees and expenses, if any, incurred in seeking to obtain or enforce any right or benefit provided by such ARTICLE XIII, regardless of the outcome unless, in the case of a legal action brought by or in the name of a Participant or former Participant, a court of competent jurisdiction shall have finally determined by a final judgment, order or decree (which is not appealable or the time for appeal therefrom having expired and no appeal having been perfected) that such action was not in good faith). The claims procedures under Article III shall be applicable to all claims for benefits under the Plan. Any amounts paid to reimburse a Participant's legal fees under this section constitute taxable income to the Participant under the Internal Revenue Code of

1986, as amended (the "Code"), whether paid directly to Participant or to Participant's counsel. NCR shall withhold all applicable taxes to the extent required by the Code and applicable state and local law.

4. As of December 31, 2008, payment of benefits has commenced or concluded with respect to all Participants and former Participants in this Plan, and the employment of all of such Participants and former Participants with NCR was terminated prior to January 1, 2005. Therefore, the entire benefit of each Participant and former Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Participant and former Participant (or his Eligible Spouse or Eligible Children) shall continue to receive his benefits under the Plan in accordance with the terms of the Plan (and administrative guidelines adopted thereunder) as in effect on October 3, 2004. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to any Participant or former Participant. It is intended that benefits under the Plan with respect to all Participants and former Participants shall be exempt from the application of Section 409A of the Code.

IN WITNESS WHEREOF, the Company has caused this 2013 Restatement of the Plan to be executed effective as of the 1s day of January, 2013.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

Date: 3.19.13

APPENDIX A

The provisions of this Appendix A shall apply to a Participant in the Plan who was a Participant for at least one year prior to September 13, 1991, and who was a Participant and actively employed by the Company or a subsidiary or Affiliate continuously through January 1, 1995.

A. Additions to Service and Credited Service.

(1) For purposes of this Appendix A, each Participant's Service, Credited Service and Projected Credited Service as of the date of the Change in Control of NCR shall be deemed, subject to (2) below, to be increased by sixty (60) months. The Participant's Service as so increased, plus any Service from September 13, 1991 to the Termination Date, shall be his or her "Deemed Service". The Participant's Credited Service as so increased, plus any Credited Service from the date of the Change in Control to the Termination Date shall be his or her "Deemed Credited Service". The Participant's Projected Credited Service as so increased shall be his or her "Deemed Projected Credited Service".

(2) The additions to Service, Credited Service and Projected Credited Service provided under paragraph (1) are subject to the following limitations:

(i) the Participant's Deemed Service shall not exceed projected Service determined as of the Termination Date.

(ii) the Participant's Deemed Projected Credited Service and the Participant's Deemed Credited Service shall not exceed fifteen (15) years.

(iii) the Participant's Projected Service shall not be increased.

B. Termination Benefits. The Participant shall be entitled to receive, beginning upon the Participant's Termination Date or, if later, upon the Participant's attainment of age fifty (50), the termination benefits set forth in Sections (1), (2) or (3) below:

(1) A Participant, other than an Executive Participant, who has attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) 4% of the Participant's Remuneration (as defined below) multiplied by the number of years of Deemed Credited Service.

(b) The Retirement Offset.

(2) A Participant, other than an Executive Participant, who has not yet attained his 62nd birthday as of the Termination Date shall be entitled to receive benefits under the Plan in an annual amount equal to (a) minus (b).

(a) The product of (i) 4% of the Participant's Remuneration (as defined in ARTICLE XIII(2)(B)(5) below), (ii) the number of years of Deemed Projected Credited Service and (iii) the ratio that the number of years of Deemed Service bears to the number of years of Projected Service, reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(b) The Retirement Offset.

(3) An Executive Participant who has not yet attained age sixty (60) as of September 13, 1991, shall be entitled to receive the greater of (a) or (b), minus (c).

(a) The benefits calculated according to the formula set forth in ARTICLE XIII(2)(B)(2)(a).

(b) 50% of the Participant's Remuneration (as defined below), reduced by 3% for each year, and proportionally for each portion of a year, to the nearest month from the date benefits commence to the Participant's 62nd birthday, but not more than, in the aggregate, 30%.

(c) The Retirement Offset.

(4) An Executive Participant who has attained age sixty (60) or older as of September 13, 1991, shall be entitled to receive the greater of (a) or (b).

(a) The benefits calculated according to the formula set forth in (2)(B)(2) substituting Average Total Compensation for Remuneration.

(b) The benefits calculated according to ARTICLE VII(1) or ARTICLE VII(2) using the maximum "assumed age" and "assumed Service" for the Participant that would be permitted under ARTICLE VII.

(5) "Remuneration" shall mean (a) with respect to a Termination Date following a Change in Control and prior to January 1, 1997, the sum of (i) the Participant's highest annual base salary rate in effect immediately prior to the Termination Date, (ii) the award that would have been payable to the Participant under the Corporate Management Incentive Compensation Plan ("CMICP") or any successor plan determined by multiplying by the norm percentage for the "Plan Year" (as defined in CMICP) in which the Termination Date occurs the greater of the Participant's salary or the standard maximum for such Participant's position and (iii) if applicable, one hundred percent (100%) of the target award that would have been payable to the Participant under the Long-Term Incentive (Performance Unit) Plan ("LTI") or any successor plan, assuming that one hundred percent (100%) of the performance goals were achieved for the cycle beginning on the January 1 immediately preceding the Termination Date and shall mean, with respect to a Termination Date subsequent to December 31, 1996, the greater of (i) the amount determined under (a) above assuming the Termination Date within the period following September 13, 1991 and prior to January 1, 1997 that would result in the greatest amount of Remuneration or (ii) Average Total Compensation.

C. Spouse's and Children's Benefits. Upon the death of the Participant, the Participant's Eligible Spouse, if any, shall be entitled to receive 75% of the Participant's benefit under (2)(B), reduced by the Spouse's Offset, in lieu of the Retirement Offset, commencing immediately upon the death of a Participant If the Eligible Spouse is more than ten years younger than the Participant, the benefit before offset shall be reduced by 3/4% for each full year the date of birth of the Eligible Spouse is more than ten years after the date of birth of the Participant. If at any time after the death of the Participant there is no Eligible Spouse living and there are Eligible Children living, the Participant's Eligible Children shall be entitled to receive 75% of the Participant's benefit determined under this Appendix A. Such benefits shall be continued

until there are no Eligible Children under the age of 22. This provision shall supersede ARTICLE IX, Paragraph 1 and ARTICLE IX, Paragraph 2 of the Plan; provided, however, that, in the event that the Participant dies while employed by NCR, the benefit determined under this Paragraph (C) shall not be less than the benefit determined under ARTICLE IX(1) without regard to this Appendix A.

D. Change in Status. In the event that, at any time after a Change in Control of NCR and while in the employ of NCR, a change occurs in the employment status of the Participant as provided in ARTICLE VII(4) of the Plan, then, notwithstanding such change in status, so long as the Participant shall be employed by NCR, or a subsidiary or Affiliate thereof, the Participant shall be treated as a Participant in the Plan and not as a former Participant, and the terms of this Appendix A shall continue to apply.

E. No Additional Right to Disability Benefits. Nothing in this Appendix A shall be construed to provide or grant to any Participant who has retired or whose employment with NCR, or a subsidiary or Affiliate thereof, has terminated and who was not receiving disability benefits under the Plan prior to such retirement or termination of employment, the right to receive the disability benefits set forth in ARTICLE X of the Plan.

EXHIBIT C

NCR Pension Plan

NCR
PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

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PREAMBLE

This NCR PENSION PLAN (hereinafter referred to as the "Plan") is amended and restated effective January 1, 2011 by NCR Corporation (hereinafter "Company").

The Company established the Plan effective January 1, 1940 to provide retirement benefits to Employees who become covered under the Plan.

Effective August 31, 2004, participation in the Plan was frozen for all participants other than members of the Independent Union of NCR Guards and grandfathered participants. Grandfathered participants are eligible employees who were at least age 40 as of August 31, 2004 and who elected to continue to accrue a benefit under the Plan.

Effective August 31, 2004, benefit accruals under the Plan for all participants other than members of the Independent Union of NCR Guards and grandfathered participants ceased.

Effective March 31, 2005, participation in the Plan was frozen for members of the Independent Union of NCR Guards who did not reach at least age 40 as of March 31, 2005.

Effective March 31, 2005, benefit accruals under the Plan for members of the Independent Union of NCR Guards who did not reach at least age 40 as of March 31, 2005 ceased.

Effective December 31, 2007, participation in the Plan was frozen for all participants.

Effective December 31, 2007, benefit accruals under the Plan for all participants ceased.

The Plan was amended and restated effective January 1, 1999, and was amended and restated again effective January 1, 2002.

The Company desires to again amend and restate the Plan to effect certain changes, as described herein. The changes made in this restatement in the aggregate will not increase or decrease the annual expense of the Plan by more than $1,000,000, and therefore are adopted by the Senior Vice President, Human Resources, pursuant to a delegation of authority approved by the Compensation Committee of the NCR Board of Directors on July 15, 1999.

The Plan shall be maintained for the exclusive benefit of covered Employees, and is intended to comply with the Internal Revenue Code of 1986, as amended, the Employee Retirement Income Security Act of 1974, as amended, and other applicable law.

The Company hereby amends and restates the Plan as set forth in the following pages effective January 1, 2011, except as otherwise stated herein. The provisions of this amendment and restatement apply to Participants with an Hour of Service on or after January 1, 2011, except as otherwise stated herein.

ARTICLE 1.

DEFINITIONS

Words used herein shall have the following meanings unless a different meaning is plainly required by the context. Masculine pronouns when used throughout the Plan shall refer to both men and women unless the context indicates otherwise.

1.1. Accrued Benefit

"Accrued Benefit" means, on any date, a Participant's benefit determined under Article 3 (Benefit Accrual) as of such date, including the Basic Monthly Benefit, the PensionPlus Benefit, and any Supplemental Pension that may apply.

1.2. Actuarial Equivalent

"Actuarial Equivalent" or "Present Value" means a benefit of equivalent value to another benefit based upon an interest rate of 8-1/2%, compounded annually, and a mortality rate from the 1971 Group Annuity Mortality Table (100% male weighted, based on annual payments) except that the Accrued Benefit shall be converted to an actuarial equivalent joint and survivor annuity and conversions between life annuities and lump sum benefits will be determined using the PensionPlus Assumptions in Section 3.4(b).

1.3. Affiliated Company

"Affiliated Company" means (1) a member (other than the Company) of a controlled group of corporations (as defined in Section 414(b) of the Code which includes the Company, as determined under Section 1563(a) of the Code without regard to Sections 1563(a)(4) and 1563(e)(3)(C) of the Code), or (2) a member (other than the Company) of a group of trades or businesses (whether or not incorporated) under common control (as determined in Regulations adopted under Section 414(c) of the Code) with the Company, or (3) any organization (other than the Company), whether or not incorporated, which is a member of an affiliated service group (as defined in Section 414(m) of the Code) which includes the Company, and (4) any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.

1.4. Annuity Starting Date

"Annuity Starting Date" means the first day of the first period for which a Plan benefit is payable as an annuity or any other form.

1.5. Basic Monthly Benefit

"Basic Monthly Benefit" means the benefit determined under Section 3.1 Basic Monthly Benefit.

1.6. Benefit Service

Years of "Benefit Service" for a Participant means:

(a) For service prior to January 1, 1976, the full years and completed months of "Credited Service" as defined in the Plan immediately prior to said date. Completed months shall be converted to 10th of years by assuming 166 hours for each such month and dividing by 2,000 and rounding up to nearest 10th.

(b) For service on or after January 1, 1976 and prior to January 1, 1995, "Benefit Service" means a Participant's years of Benefit Service as determined under the terms of the plan document in effect on December 31, 1994.

(c) For service on or after January 1, 1995, "Benefit Service" means each 12 month increment of a Participant's Period of Service. Benefit Service does not include periods not in service due to a "Temporary Termination." A "Temporary Termination" occurs if an Employee is rehired and actively employed within one year after incurring a Severance From Service Date. Thus, Benefit Service only includes service while actively employed by the Company.

(d) Benefit Service excludes any service disregarded due to the Break in Service rules described in subsection (g) of Section 1.43 Year of Service, for a Participant who terminates employment with the Company or an Affiliated Company before becoming vested and is later rehired.

(e) For an Employee who transferred employment from Teradata Corporation to the Company on February 28, 1992, and was continuously employed by the Company through February 28, 1994 without a Break in Service, for the purpose of determining Benefit Service under the Plan, an Employee's Period of Service shall include each 12-month period of service with Teradata Corporation.

(f) Periods of employment by the Company prior to the effective date the Eligible Employee became a Participant in this Plan shall be disregarded, except for periods of employment which were recognized as Benefit Service under any other tax qualified plan of the Company for which such Eligible Employee was eligible prior to such effective date.

(g) Periods of continuous employment by a foreign subsidiary or branch of the Company immediately prior to becoming a Participant in this Plan shall be included in Benefit Service hereunder only if the employee became a Participant in this Plan prior to October 1, 1982 and completes five continuous Years of Service in the United States.

(h) Periods of continuous employment by a foreign sales agent of the Company immediately prior to becoming a Participant in the Plan shall be counted as Benefit Service hereunder only if such foreign sales agent became a Participant in this Plan before January 1, 1978 and only if the Participant completes five continuous Years of Service in the United States.

(i) Notwithstanding anything herein to the contrary, for part-time (including seasonal, co-op and intern) Employees of N.C.R. Employees Benefit Association, a year of Benefit Service means a calendar year in which the Participant works at least 1,000 Hours of Service.

1.7. Board

"Board" means the Board of Directors of NCR Corporation (known as AT&T Global Information Solutions Company from January 26, 1994 through January 8, 1996).

1.8. Break in Service

"Break in Service," for a Participant who terminates employment with the Company and any Affiliated Company and then at a later time becomes rehired by the Company or an Affiliated Company, means the period of time between the termination date and the date of rehire that determines whether service prior to the period of non-employment is disregarded for Plan purposes, as follows:

(a) For a termination and rehire occurring prior to January 1, 1976, Break in Service has the meaning provided in the Plan as in effect at the time.

(b) For a rehire occurring on or after January 1, 1976 and prior to January 1, 1995, Break in Service has the meaning provided in the Plan document in effect December 31, 1994, being a Plan Year in which an Eligible Employee completes less than 501 Hours of Service, subject to specified rules regarding counting Hours of Service for absences due to a reduction in force or pregnancy, birth or adoption of a child.

(c) For a termination and rehire that both occur after December 31, 1994, Break in Service means the period of time commencing at the Severance From Service Date and ending on the date the Employee again performs an Hour of Service for the Company; provided, however, such period shall commence one year later if an Employee is absent due to pregnancy, birth or adoption of a child, or caring for a child immediately following birth or adoption.

(d) For a termination occurring prior to January 1, 1995 followed by a rehire after January 1, 1995, the total Break in Service will be determined by applying subparagraph (b) above to the period of non-employment prior to January 1, 1995, and subparagraph (c) to the period of nonemployment after January 1, 1995. For example, if a nonvested Participant terminated employment on March 1, 1992 and was rehired on January 1, 1997, the total Break in Service would be five years: three Plan Years (1992, 1993 and 1994) prior to 1995 in which less than 501 Hours of Service were earned, and a period of two years (January 1, 1995 through December 31, 1996) during which no service was performed.

1.9. Code

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and regulations thereunder.

1.10. Company

"Company" means NCR Corporation (known as AT&T Global Information Solutions from January 26, 1994 through January 8, 1996), a Maryland Corporation, and, for purposes other than Article 8 Administration or Article 10 Amendment, Suspension or Discontinuance, "Company" shall include any of its subsidiaries or any unrelated companies that have adopted the Plan, as listed in Appendix A hereto, while they are participating in the Plan.

1.11. Compensation

"Compensation" means amounts received during a Plan Year by an Employee from the Company through the U.S. payroll while actively employed that are currently includible in gross income for Federal income tax purposes, and sick pay and any salary deferral contributions made by the Company on behalf of the Employee for the Plan Year, and, including Employee contributions to the Company's Code Section 125 cafeteria plan; but excluding expense reimbursements, retention and work completion bonuses, sign-on bonuses, fringe benefits, moving expenses, deferred compensation, welfare benefits and severance pay. For purposes of calculating the Basic Monthly Benefit, but not the PensionPlus Benefit, for the year in which an Employee terminates employment, "Compensation" does not include amounts received after the following dates:

For Termination Dates In These Months	Pay Received After This Date Will Not Be Included
May, June, July	March 31
August, September, October	June 30
November, December, January	September 30
February, March, April	December 31

For Participants whose benefit accruals cease effective August 31, 2004, pursuant to Section 3.14, the Basic Monthly Benefit shall be calculated using Compensation received through June 30, 2004.

For Participants whose benefit accruals cease effective December 31, 2006, pursuant to Section 3.14, the Basic Monthly Benefit shall be calculated using Compensation received through September 30, 2006.

Annual Compensation in excess of the IRS limit on compensation ($245,000 in 2011, adjusted annually by the Commissioner of the Internal Revenue Service, and adjusted for partial years of service) shall be disregarded. For purposes of calculating the Basic Monthly Benefit and the PensionPlus benefit, the dollar limit in effect in each year shall be applied to the Compensation taken into account for that year.

For Participants on foreign assignment, "Compensation" means "notional pay," determined as described in the following sentence, and bonuses and commissions received during a Plan Year, valued in U.S. dollars; excluding payments attributable to the foreign assignment or retention or work completion bonuses. "Notional pay" means the U.S. base salary of the Participant in effect when the Participant commences the foreign assignment, adjusted at any time the Participant's salary is adjusted, to reflect the corresponding U.S. base salary that would be in effect for the Participant for the Plan Year if the Participant were employed within the United States.

For purposes of the Section 415 limits of Article 12 Maximum Annual Benefit and for purposes of Article 13 Top Heavy Provisions, "Compensation" has the meaning set forth in Section 12.1(h).

1.12. Early Retirement Date

"Early Retirement Date" means the date specified in Section 4.2 Early Retirement Date.

1.13. Eligible Employee

"Eligible Employee" means an Expatriate, or an Employee who is on the U.S. payroll, but excluding:

(a) an Employee participating in any other retirement, provident, end-of-service, profit sharing or indemnity plan established by the Company or an Affiliated Company or to which the Company or an Affiliated Company makes contributions on his behalf, (other than the Senior Executive Retirement, Death and Disability Plan, the NCR Nonqualified Excess Plan, the NCR Officer Plan, the Retirement Plan for Officers of NCR, the NCR Mid-Career Hire Supplemental Pension Plan, the NCR Supplemental Pension Plan for AT&T Transfers, or the Savings Plan), or

(b) an Employee in a collective bargaining unit represented by a labor union unless there is in existence an agreement making the Plan available to eligible employees in such unit, or

(c) an Employee who is a non-resident alien, other than an Expatriate, who receives no earned income from the Company which constitutes income from sources within the United States, or

(d) a Leased Employee, or

(e) "payroll service or agency employees" as defined in the following sentence. "Payroll service or agency employee" means an individual (i) for whom the direct payor of compensation with respect to the performance of services for the Employer or any Subsidiary or Affiliate is any outside entity, including but not limited to a payroll service or temporary employment agency, rather than the NCR internal corporate payroll system, or (ii) who is paid directly by the Employer or any Subsidiary or Affiliate, but not through an internal corporate

payroll system (e.g., through purchase order accounts). The determination whether an individual is a "payroll service or agency employee" shall be made solely according to the method of paying the individual for services, without regard to whether the individual is considered a common law employee of the Employer for any other purpose, and such determination will be within the discretionary authority of the plan administrator.

(f) an Employee classified as part-time (including intern, co-op, or seasonal), unless the Employee completes an Eligibility Year in which more than 1,000 Hours of Service are worked. For this purpose, "Eligibility Year" initially means the first 12 months of employment, and then Plan Years, including the Plan Year commencing in the first 12 months of employment.

Additional details regarding Eligible Employees are set forth in Appendix B.

Notwithstanding the foregoing, no Employee or other person shall be considered to be an Eligible Employee for purposes of the Plan during any period when the Employee or other person is a "reclassified employee." A "reclassified employee" is a person who (1) begins rendering service to the Employer under circumstances whereby the Employer classifies such person as an independent contractor (including any such person who is classified by the Employer as a leased employee or a payroll service or agency employee), and (2) subsequent to the rendition of such services, is determined to have been rendering services to the Employer under a common law employer and employee relationship. The foregoing exclusion of reclassified employees from the Plan applies notwithstanding the fact that the subsequent determination of the common law employer and employee relationship is made by a court, by an administrative agency of any governmental entity, including, without limitation, the Internal Revenue Service and the Department of Labor, or by the Employer for any reason that the Employer determines to be necessary or desirable; and the foregoing exclusion of reclassified employees from the Plan applies notwithstanding the type or nature of such reclassified employee's services. No reclassified employee shall be an Eligible Employee, even after the determination of the common law employer and employee relationship, unless the Employer takes written action designating such person as an Employee of the Employer who is no longer a reclassified employee. At the time that such Employee is not excluded from participation, subject to satisfaction of the requirements for Eligible Employees, such Employee shall be eligible to participate in the Plan prospectively. In addition, for purposes of determining such Employee's Years of Service, employment as an Employee prior to the date of such person's eligibility to participate shall be credited.

1.14. Employee

"Employee" means: (a) an employee of the Company and (b) a Leased Employee; provided, however, that if Leased Employees constitute less than twenty percent (20%) of the Company's nonhighly compensated work force within the meaning of Section 414(n)(5)(C)(ii) of the Code, the term "Employee" shall not include those Leased Employees covered by a plan described in Section 414(n)(5) of the Code. Notwithstanding any other provision hereof, for purposes of determining the number or

identity of highly compensated employees (as defined in Section 414(q) of the Code) or for purposes of the pension requirements of Section 414(n)(3) of the Code, the Employees of the Company shall include individuals defined herein as Leased Employees.

1.15. ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and regulations thereunder.

1.16. Expatriate

"Expatriate" means an Employee (a) who is not in any other defined benefit plan sponsored by the Company or an Affiliated Company, and (b) who is assigned from the United States to a foreign location, and (c) who has been specifically designated an "Expatriate" and is listed on Appendix F attached hereto, which Appendix may at any time and from time to time, be revised by the Plan Administrator at its sole discretion.

1.17. Fiduciary

"Fiduciary" means:

(a) the Company;

(b) the Trustee; and

(c) any Investment Manager.

1.18. Final Average Monthly Salary

For purposes of computing a Participant's Guaranteed Benefit, the term "Final Average Monthly Salary" means his average monthly salary for the highest 60 consecutive months of salary during the last 120 months of salary immediately preceding the last day worked prior to retirement or other termination of employment, excluding overtime, commissions, bonuses, and any other special compensation; provided, however, that notwithstanding any other provision of the Plan, for Plan Years beginning on and after January 1, 1989, the compensation taken into account in determining Final Average Monthly Salary for a Participant shall not exceed the applicable limitation in effect under 401(a)(17) of the Code ($245,000 for 2011).

In determining Final Average Monthly Salary, the total base earnings for the 60 month period shall be accumulated by calendar quarters. For this purpose, the base salary at the end of each quarter shall be used. If base salary is weekly it shall be multiplied by 13; if monthly, by 3; and if stated for any other pay period, by the standard number of pay periods within a quarter. If the 60-month period does not coincide with the end of a calendar quarter, the base earnings for the ending fractional quarter shall be based on the last available base salary and the assumption of a full quarter. If a Participant, because of absence for sickness or disability or other authorized leave of absence, does not have

earnings, base earnings shall be imputed at the last effective rate immediately prior to the commencement of such absence for the period of such absence, but in no event more than 20 quarters.

Notwithstanding the above, for the year in which an Employee terminates employment, the calculation of a Participant's Final Average Monthly Salary shall not include pay amounts received after the following dates:

For Termination Dates In These Months	Pay Received After This Date Will Not Be Included
May, June, July	March 31
August, September, October	June 30
November, December, January	September 30
February, March, April	December 31

1.19. Group Annuity Contract

"Group Annuity Contract" means the Group Annuity Contract or Contracts, applicable to an Employee, providing for benefits under the Plan as in effect prior to October 1, 1954, including specifically Group Annuity Contract No. AC 1152, as amended (which as of May 1, 1948 replaced Group Annuity Contracts Nos. AC 285 and AC 435), issued by the Equitable Life Assurance Society of the United States.

1.20. Hour of Service

"Hour of Service" means each hour for which an Employee is paid or entitled to payment for the performance of duties for the Company or any Affiliated Company.

For purposes of determining whether an Employee classified as part-time (including intern, co-op, and seasonal) is an Eligible Employee, "Hour of Service" means:

(a) An Eligible Employee shall receive credit under the Plan for each hour for which he is paid or entitled to payment by the Company for which no duties are performed due to the following periods of absence: vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence.

No hour shall be credited under this Subsection (a), however, with respect to any such period of absence for which payment is made solely to comply with any applicable workers' compensation, or unemployment compensation or disability insurance laws or for payments which solely reimburse an Employee for medical or medically-related expenses incurred by the Employee.

An Hour of Service credited under this Subsection (a) shall be subject to the following rules:

(1) With respect to any such hours that are computed with specific reference to the length of time of the period of absence, the number of hours credited shall be the number of regularly scheduled working hours consistently determined with respect to all employees of the Company within the same job classification for the specific duration of the holiday, illness, etc. for which hours are to be credited. The hours shall be credited to the Year(s) of Service during which the absence occurred.

(2) With respect to any such hours that are computed without regard to the length of time of the period of absence, the number of hours credited shall be equal to the amount of the payment made with respect to such period of absence divided by the Eligible Employee's most recent hourly rate of compensation, or its equivalent. The hours shall be credited to the Year of Service during which the absence occurs; provided, however, that the Plan Administrator, following uniform rules, may pro rate such hours between the first two of any Years of Service which may be overlapped by such period of absence.

(3) No Hours of Service shall be credited which exceed the number of hours regularly scheduled for the performance of duties during any period of absence as determined in accordance with procedures consistently applied by the Plan Administrator with respect to all Eligible Employees within any one job classification.

(4) In no event shall more than 501 Hours of Service be credited under this Subsection (a) unless otherwise specifically provided in Subsection (b) below.

(b) In addition, an Eligible Employee shall be credited with Hours of Service for the following absences which are authorized by the Company whether paid or unpaid:

(1) Periods of absence for sickness or disability shall be counted at the rate of the number of hours in his regularly scheduled work day with a weekly maximum equal to the number of hours in his regularly scheduled work week with an overall maximum of 26 weeks per period of such absence.

(2) Periods of absence due to any other authorized leave of absence determined in accordance with uniform rules applicable to all employees of the Company similarly situated shall be counted at the rate of the number of hours in his regularly scheduled work day with a weekly maximum equal to the number of hours in his regularly scheduled work week.

(3) Periods of absence for service in the Armed Forces of the United States if the Employee returns to employment with the Company within 90 days of the first opportunity to do so, shall be counted at the rate of the hours in

his regularly scheduled work day with a weekly maximum equal to the hours in his regularly scheduled work week.

(c) For purposes of computing compensated hours, hours of pay at premium rates shall count only as straight time hours.

(d) The term "Hour of Service" shall include each hour for which back pay, irrespective of mitigation of damages, has been awarded or agreed to by the Company or an Affiliated Company. No credit shall be given for such Hours of Service for hours which may be credited under any other provision of this Section 1.20. No more than 501 Hours of Service shall be credited for any period of time during which back pay has been awarded, if during such period an Eligible Employee did not or would not have performed duties for the Company. Back pay shall be awarded with respect to the Year of Service to which the award or agreement for back pay pertains.

(e) Hours of Service shall be calculated in accordance with regulations under 29 CFR 2530-200b-2 which are incorporated herein by reference.

1.21. Investment Manager

"Investment Manager" means any Fiduciary (other than a Trustee),

(a) who has the power to manage, acquire, or dispose of any assets of the Plan;

(b) who is (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) is a bank as defined in that Act, or (iii) is an insurance company qualified to perform services described in Subsection (a) under the laws of more than one State; and

(c) who has acknowledged in writing that he is a Fiduciary with respect to the Plan.

1.22. Late Retirement Date

"Late Retirement Date" has the meaning set forth in Section 4.3 Late Retirement Date.

1.23. Leased Employee

"Leased Employee" means any person who is not an employee of the Company and who, pursuant to an agreement between the Company and any other person or entity, has performed services for the Company (or for any related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full-time basis for a period of at least one year and, who performs such services under the primary direction or control of the Company; provided that any determination of whether a person is a Leased Employee shall be made pursuant to Section 414(n) of the Code and the regulations thereunder.

1.24. Modified Average Pay

"Modified Average Pay" means the average annual pay received by a Participant, determined by averaging the following amounts:

(a) For 1991 and subsequent years: the actual Compensation received by the Participant for each year.

(b) For 1990 and all previous years: the Participant's Base Period Amount. The Base Period Amount for a Participant shall be the average of the Participant's Compensation for the years the Participant worked for the Company from 1986 through 1990, if any. If a Participant with service prior to 1990 did not work for the Company at any time from 1986 through 1990, the Base Period Amount will equal the Participant's Social Security earnings for the most recent full year worked for the Company prior to 1986.

(c) For a year in which a Participant has a period of no pay lasting more than one month, such as an unpaid leave of absence, the Participant's Compensation for that year shall be adjusted by considering only the paid time worked; except that, if a Participant is on a military leave of absence from the Company for qualified military service, within the meaning of Chapter 43 of Title 38, United States Code, and is reemployed by the Company as provided in that chapter following such service, such Participant will be deemed to have received compensation during the military leave of absence at the rate the employee would have received but for the military leave of absence, or if such rate is not readily ascertainable, the average compensation earned by the Participant during the 12 month period immediately prior to the military leave, or, if shorter, the period of the Participant's employment with the Company.

1.25. Normal Retirement Age

"Normal Retirement Age" means age 65.

1.26. Normal Retirement Date

"Normal Retirement Date" means the first day of the month next following a Participant's 65th birthday.

1.27. Participant

"Participant" means any Eligible Employee who qualifies for participation pursuant to Section 2.1. A nonvested Participant shall cease to be a Participant upon termination of employment. A vested Participant shall cease to be a Participant when his or her benefit payments from the Plan are completed.

1.28. PAYSOP

"PAYSOP" means the NCR Corporation Payroll Employee Stock Ownership Plan, which was merged into the Savings Plan effective August 30, 1993.

1.29. PBGC

"PBGC" means the Pension Benefit Guaranty Corporation.

1.30. PBGC Rate

"PBGC Rate" means the immediate and deferred interest rates published by the PBGC for purposes of determining the lump sum present value of a monthly benefit upon termination of a pension plan.

1.31. Pension Fund

"Pension Fund" means the NCR Pension Trust into which shall be paid all contributions and from which all benefits shall be paid under this Plan.

1.32. PensionPlus Benefit

"PensionPlus Benefit" means the portion of a Participant's Accrued Benefit attributable to the additional amount of benefit provided under the Plan for Participants actively employed on or after January 1, 1992, as described in Section 3.4 PensionPlus Benefit.

1.33. Period of Service

"Period of Service" means the period of time commencing with the date on which an Employee first completes an Hour of Service for the Company and ending on the Severance from Service Date, or the date on which the Employee's employing company ceases to participate in the Plan, if earlier. Non-successive periods are aggregated to determine an Employee's total Period of Service. For vesting purposes but not for Benefit Service, an Employee's Period of Service shall include periods not in service if the Employee is rehired and actively employed with the Company or an Affiliated Company within one year after incurring a Severance From Service Date. Also for vesting purposes but not for Benefit Service, an Employee's Period of Service shall include service with an Affiliated Company.

1.34. Plan

"Plan" means the NCR Pension Plan, known prior to March 1, 1996 as the AT&T Global Information Solutions Pension Plan, and known prior to January 1, 1995 as the Retirement Plan for Salaried Employees of AT&T Global Information Solutions, and known prior to January 26, 1993 as the Retirement Plan for Salaried Employees of NCR Corporation, including the provisions for benefits under the Plan as in effect prior to October 1, 1954 and the Group Annuity Contract.

1.35. Plan Administrator

"Plan Administrator" means the individual or entity with the authority to administer the Plan, as provided in Section 8.3 Named Fiduciary for Administration.

1.36. Plan Year

"Plan Year" means the 12 consecutive month period commencing on any January 1.

1.37. Primary Insurance Amount

"Primary Insurance Amount" (PIA) means:

(a) The monthly amount of the Social Security Old Age Benefit for a single person payable at age 65 determined under the Social Security Act as in effect at the time of the Participant's separation from service. In the event of separation from service before age 65, the amount of such Primary Insurance Amount shall be calculated assuming no further earnings after separation from service, but assuming that the Participant has completed sufficient quarters of covered employment to be entitled to receive a Social Security old Age Benefit.

(b) In the event a Participant is eligible to receive, either in lieu of or in addition to Social Security, a benefit as described in Subsection (e) of Section 3.3, the amount considered as PIA shall include such benefit, provided, however, the total amount considered as PIA shall not exceed the amount of Social Security Old Age Benefit for a single person that would be payable to a comparable person who had participated entirely under Social Security.

(c) The Primary Insurance Amount shall be estimated based on the Participant's actual earnings. When earnings are not available, a Participant's earnings shall be deemed to have increased at the same rates as the national average total wages as published and used by the Social Security Administration for adjusting earnings to use in computing Social Security benefits, and for the calendar year after the last year published by the Social Security Administration, the same rate of increase as applicable to the last published year shall be used. The Primary Insurance Amount may be estimated and determined using a table of amounts for different earnings brackets reflecting the foregoing assumptions.

If a Participant's age 65 Social Security benefit is less than the Primary Insurance Amount calculated as provided above, the actual Social Security benefit will be used as the Primary Insurance amount, if the Participant submits a copy of the Social Security Award to the Plan Administrator within a reasonable time after receipt from the Social Security Administration.

1.38. Profit Sharing Plan

"Profit Sharing Plan" means the NCR Corporation Employee Profit Sharing Plan, which was merged into the Savings Plan effective August 30, 1993.

1.39. Savings Plan

"Savings Plan" means the NCR Savings Plan, known until January 9, 1996 as the AT&T Global Information Solutions Savings Plan, and known until January 26, 1994 as the NCR Corporation Savings Plan. From and after August 30, 1993, the Savings Plan includes the assets of the Profit Sharing Plan and the PAYSOP, which plans were merged into the Savings Plan.

1.40. Severance From Service Date

"Severance From Service Date" means the earlier of the date on which an Employee quits, is discharged, or dies. In any case, a Participant on a military leave of absence from the Company for qualified military service, within the meaning of Chapter 43 of Title 38, United States Code, who is reemployed by the Company as provided in that chapter following such service, will not incur a Severance From Service Date during the military leave of absence."

1.41. Trustee

"Trustee" means collectively, any corporation, any insurance companies or other entities appointed by NCR Corporation to administer the trust.

1.42. Vested Participant

"Vested Participant" means a Participant who has a vested right to receive a benefit from the Plan, as provided in Section 7.1 Vesting.

1.43. Year of Service

(a) For service prior to January 1, 1995, "Year of Service" means a Participant's Years of Service as determined under the terms of the plan document in effect on December 31, 1994.

(b) For service on and after January 1, 1995, "Year of Service" means each 12 month increment of a Participant's Period of Service.

(c) For vesting purposes, an Employee's Period of Service shall include periods not in service due to a "Temporary Termination." A "Temporary Termination" occurs if an Employee is rehired and actively employed within one year after incurring a Severance From Service Date.

(d) For vesting purposes, an Employee's Period of Service shall also include Periods of Service with an Affiliated Company, and where the Company maintains the plan of a predecessor employer, service for such predecessor employer shall be treated as service for the Company as required by the Code.

(e) For an Employee who was transferred to, hired by or rehired by the Company from AT&T Corp. or any of its subsidiaries and affiliated companies which

AT&T Corp. designates to be covered by the Interchange Agreement between the American Telephone and Telegraph Company and NCR Corporation effective September 20, 1991 (collectively referred to as "AT&T") on or after September 20, 1991 and prior to January 1, 1997, who, at the time of termination or transfer of employment to the Company was covered by either the AT&T Management Pension Plan or the AT&T Pension Plan (the "AT&T Plans"), solely for the purpose of determining eligibility for participation and vesting, an Employee's Period of Service shall include all years of service recognized under the AT&T Plans prior to January 1, 1997. If a Break in Service occurred between AT&T and Company employment, the Break in Service rules set forth in Section 1.43(g) below were applied to determine whether the AT&T service was recognized. NCR Capital Corp. and AT&T Capital Corp. shall be treated as having been covered by the Interchange Agreement for this purpose.

For an Employee not covered by the preceding paragraph, for the purpose of determining eligibility for participation and vesting, the Employee's Period of Service shall include all years of service with AT&T Corp. or any of its subsidiaries and affiliated companies while those companies were affiliated with the Company, i.e., from September 20, 1991 through December 31, 1996. Service with a subsidiary or affiliated company of AT&T Corp. will be recognized under this paragraph only to the extent the company was affiliated with AT&T Corp. from September 20, 1991 through December 31, 1996.

(f) For an Employee who transferred employment from Teradata Corporation to the Company on February 28, 1992, and was continuously employed by the Company through February 28, 1994 without a Break in Service, for the purpose of determining vesting and Benefit service under the Plan, an Employee's Period of Service shall include each 12-month period of service with Teradata Corporation.

(g) Notwithstanding any other provision of the Plan, for a Participant with an Hour of Service on or after January 1, 1993 who previously terminated employment with the Company and was rehired, the following rules apply to determine whether service prior to the termination of employment is excluded in determining the Participant's Years of Service and years of Benefit Service.

(1) If a Participant terminated employment with the Company, experienced a Break in Service and was rehired by the Company on or prior to January 1, 1976, and his or her service prior to termination was disregarded solely on account of the Break in Service rules under the terms of the Plan as then in effect, such service shall not be disregarded.

(2) If a Participant terminates employment with the Company prior to becoming vested under the Plan, experiences a Break in Service and is rehired by the Company on or after January 1, 1976, his or her Years of Service earned prior to the Break in Service shall be disregarded if the Participant's Break in Service equals or exceeds five years or the total of such prior Years of Service, if greater.

ARTICLE 2.

PARTICIPATION

2.1. Participation Frozen

Eligible Employees who are hired or rehired by the Company on or after September 1, 2004, and who are not represented by the Independent Union of NCR Corporation Guards, will not become Participants in the Plan. An Eligible Employee who transfers to the Company from an Affiliated Company on or after September 1, 2004, will be considered a rehire for this purpose and will not become a Participant in the Plan. Employees who (1) were Participants in the Plan but were not actively employed by the Company on August 31, 2004, and (2) are rehired by the Company or are transferred to the Company from an Affiliated Company on or after September 1, 2004, will accrue no additional benefits under the Plan after August 31, 2004.

Eligible Employees who are hired or rehired by the Company on or after April 1, 2005, and who are represented by the Independent Union of NCR Corporation Guards, will not become Participants in the Plan.

ARTICLE 3.

BENEFIT ACCRUAL

3.1. Basic Monthly Benefit

(a) Freezing of Benefits for New Hires

Effective June 1, 2002, this Section 3.1, Basic Monthly Benefit, shall not apply to Employees who are newly hired or rehired by the Company on or after June 1, 2002, for benefits accrued after June 1, 2002. For purposes of this Article 3, an Employee who is employed by an Affiliated Company prior to June 1, 2002, and who becomes a Participant in the Plan after June 1, 2002, due to obtaining a permanent resident visa (green card), will be considered to have been hired by the Company prior to June 1, 2002, if the application for the green card was filed prior to June 1, 2002.

(b) Amount of Benefit

A Vested Participant's Basic Monthly Benefit shall be equal to 1/12th of the amount determined by multiplying the Participant's Modified Average Pay by the percentage shown for the Participant's years of Benefit Service in the chart below, reduced by the total of the amounts set forth in Section 3.3, if any, and reduced as described in (c) below for early retirement, payable in the form of a Single Life Annuity commencing at Normal Retirement Date.

Years of Benefit Service	Percentage	Years of Benefit Service	Percentage
1	1.3%	26	36.6%
2	2.6%	27	38.1%
3	3.9%	28	39.7%
4	5.2%	29	41.2%
5	6.5%	30	42.8%
6	7.8%	31	44.4%
7	9.2%	32	46.0%
8	10.5%	33	47.6%
9	11.9%	34	49.2%
10	13.2%	35	50.8%
11	14.6%	36	52.4%
12	16.0%	37	54.1%
13	17.4%	38	55.7%
14	18.8%	39	57.4%
15	20.2%	40	59.0%
16	21.7%	41	60.7%
17	23.1%	42	62.4%
18	24.6%	43	64.1%
19	26.0%	44	65.8%

20	27.5%	45	67.5%
21	29.0%	46	69.2%
22	30.5%	47	70.9%
23	32.0%	48	72.6%
24	33.5%	49	74.3%
25	35.0%	50	76.0%

(An adjustment shall be made by straight line interpolation for fractional Years of Service).

For a Participant who transferred employment to the Company directly from AT&T Corp. or an affiliated company on or after September 13, 1991 and prior to January 1, 1997, who is described in Section 1.43(e) and who was employed by the Company on or after January 1, 1995, the applicable percentage in the above table shall be (1) the percentage that applies for the Participant's number of years of Benefit Service with both AT&T Corp. and the Company, minus (2) the percentage that applies for the Participant's number of years of service with AT&T Corp.

For the purpose of determining the amount of benefit applicable to a Vested Participant who was an employee of the Company or an Affiliated Company immediately prior to the spin-off of Teradata Corporation by the Company (the "Spin-Off") and an employee of Teradata Corporation or a subsidiary of Teradata Corporation immediately after the Spin-Off (or who was on an approved leave of absence at the time of the Spin-Off and becomes an employee of Teradata Corporation or a subsidiary of Teradata Corporation upon return to active employment, or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, is transferred to Teradata Corporation or a subsidiary of Teradata Corporation at the conclusion of the transition services period) and who has not received a distribution of his or her PensionPlus Benefit, such Vested Participant shall not be deemed to have terminated employment with the Company or an Affiliated Company until the date on which the Vested Participant terminates employment with Teradata Corporation and its subsidiaries, or, if the Vested Participant returns to employment with the Company or an Affiliated Company from Teradata Corporation or a subsidiary of Teradata Corporation without incurring a break in service, the date on which the Vested Participant subsequently terminates employment with the Company or an Affiliated Company; provided, however, that (i) such Vested Participant shall be deemed to have incurred a termination of employment upon the termination of employment with, or performance of services for, Teradata Corporation and its subsidiaries, and (ii) unless otherwise determined by the Company, such a Vested Participant employed by, or performing services for, a subsidiary or a division of Teradata Corporation and its subsidiaries shall be deemed to incur a termination of employment if, as a result of a Disaffiliation, such subsidiary or division ceases to be a subsidiary or division, as the case may be, and such employee does not immediately thereafter become an employee of, or service provider for, Teradata Corporation or another subsidiary. For the purposes of this Section 3.1(b), "Disaffiliation" shall mean a subsidiary's or division's ceasing to be a subsidiary or division of Teradata Corporation for any reason (including, without limitation, as a result

of a public offering, or a spin-off or sale by Teradata Corporation, of the stock of the subsidiary or a sale of a division of Teradata Corporation or its subsidiaries).

(c) Reduction for Early Retirement

In the event a Vested Participant retires on an Early Retirement Date, the Basic Monthly Benefit as determined in (a) above shall be reduced in accordance with the following tables by multiplying the Basic Monthly Benefit by the applicable factor:

For Participants who Attain Age 55 During Employment with the Company or an Affiliated Company, or While Receiving Severance Pay from the Company

Age at Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Early Retirement Date
62 and over	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

For Participants Who Terminate Employment With the Company or an Affiliated Company or Cease Receiving Severance Pay from the Company Prior to Age 55

Age at Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Early Retirement Date
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%

56	46%
55	40%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

(d) Basic Monthly Benefit for Rehired Participants

If a Participant terminates employment with the Company and all Affiliated Companies and is later rehired, the Basic Monthly Benefit shall be determined and paid in accordance with the provisions of the Plan in effect on the Participant's most recent date of termination of employment, but in no event shall be less than the Basic Monthly Benefit in effect upon the previous date of termination of employment.

3.2. Guaranteed Benefit

(a) Guaranteed Benefit

With respect to all Participants in a Guarantee Plan (as defined below) on May 1, 1985, and notwithstanding any other provision of the Plan to the contrary, the Basic Monthly Benefit shall equal the greater of the benefit calculated according to Section 3.1 Basic Monthly Benefit or the following:

(1) 1.5% of the Participant's Final Average Monthly Salary multiplied by the Participant's years and l/10th of years of Benefit Service; less

(2) the sum of (i), (ii), (iii), and (iv) below:

(i) 1.5% of the Participant's Primary Insurance Amount multiplied by the Participant's years and 1/10th of years of Benefit Service;

(ii) the actuarial equivalent as a monthly annuity, payable over the normal life expectancy of the Participant only, of any single sum payable only from Company Contributions to the Savings Plan (including, after August 30, 1993, assets attributable to the Profit Sharing Plan, but not the PAYSOP) and earnings thereon, using Compensation as of the cut-off date for the year of termination of employment described in Section 1.11 Compensation.

Any amount of Company Contributions withdrawn as an in-service withdrawal by the Participant after age 59-1/2 shall be considered Company Contributions for purposes of this Section 3.2(a), including hypothetical earnings for the period following such withdrawal until the applicable cut-off date for Compensation, determined by using the interest rate specified in Section 3.4(e) for PensionPlus accounts for such period.

(iii) for benefits calculated prior to August 30, 1993, the actuarial equivalent as a monthly annuity, payable over the normal life expectancy of the Participant only, of any single sum payable only from Company contributions to the Profit Sharing Plan and earnings thereon, and

(iv) the PensionPlus Benefit, expressed as a monthly amount payable as a single life annuity commencing at Normal Retirement Date, determined in accordance with the provisions of Section 3.4(e), except that the cut-off date for the year of termination of employment in Section 1.11 Compensation shall be used.

The maximum amount to be considered under Subsection (2)(i) above for a Participant's total years of Benefit Service shall be 50% of the Participant's Primary Insurance Amount.

If a Participant commences the Basic Monthly Benefit at an Early Retirement Date, the Guaranteed Benefit shall be reduced for early retirement as provided in Subsection 3.1(c) Reduction for Early Retirement, using the table that begins the reduction from age 62.

If a Participant transfers employment to a position within the Company or any Affiliated Companies in which he or she is not an Eligible Employee, the Guaranteed Benefit shall be calculated as of the date of such transfer of employment. If a Participant eligible for the Guaranteed Benefit terminates employment with the Company, the Guaranteed Benefit shall be calculated on the date of such termination. If such Participant is rehired, no further Guaranteed Benefit shall accrue.

For purposes of this Section 3.2 Guaranteed Benefit, "Guarantee Plan" means The Retirement Plan for the Salaried Employees of NCR Corporation, The Retirement Plan for Field and Non-Exempt Home Office Employees of the United States Data Processing Group of NCR Corporation, The Retirement Plan for Salaried Employees of the Lake Mary, Florida Manufacturing Facility of NCR Corporation, and The Retirement Plan for Salaried Employees of NCR Corporation (NCR Comten, Inc.).

For purposes of applying Section 3.2(a)(2)(i), (ii), (iii) and (iv) to the calculation of a Participant's Guaranteed Benefit, such amounts shall be calculated as of the date benefit accruals under the Plan cease for such Participant.

(b) Actuarial Assumptions

For purposes of applying Section 3.2(a)(ii) and (iii) to the calculation of a Participant's Gauranteed Benefit, the "actuarial equivalent" shall be determined using the actuarial assumptions described in Section 3.4(b) PensionPlus Actuarial Assumptions as of the date benefit accruals cease for such Participant.

(c) Reduction for Early Retirement

For a Participant who is eligible for a Guaranteed Benefit, the Basic Monthly Benefit as determined in (a) above shall be reduced by .5% for each month by which the commencement date precedes age 62.

3.3. Reduction in Monthly Benefit

The Basic Monthly Benefit shall be reduced by the total of the following amounts:

(a) Any employer annuities purchased for the Participant prior to May 1, 1948, which have vested under Group Annuity Contract No. AC 285.

(b) Any monthly annuity provided under any plan or contract to which the Company, an Affiliated Company or any of their subsidiaries, joint ventures, sales agents or any predecessor thereof have contributed and covering a period of employment considered in computing Benefit Service under the Plan (except the deferred annuities, if any, purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan); provided, however, that if the monthly annuity provided under such other plan or contract is in excess of the monthly benefit payable under this Plan for the same period of employment, the excess shall not reduce the monthly benefit payable hereunder.

(c) The amount of any deferred annuity purchased for the Participant by Union Bank as Trustee of Business Systems Incorporated Profit Sharing Retirement Plan under Contract AC 1824 with The Equitable Life Assurance Society of the United States, and covering employment prior to December 1, 1964 with Business Systems Incorporated, a California corporation, and Business Systems Company, an Arizona corporation. The reduction hereby provided shall be limited to the amount of $2.80 per month for each year of service accepted as Benefit Service under this Plan (including proportionate reduction for each full month of any fractional part of a year). If termination of employment occurs before age 65, or upon any basis different than the Normal Annuity Form provided in the contract, appropriate actuarial adjustment shall be effective even if the Participant elects to cancel said deferred annuity as provided under Contract AC 1824.

(d) The Actuarial Equivalent as a monthly annuity of any lump sum or other payments arising from plans such as but not limited to, profit sharing, provident, or money purchase plans of the Company, its subsidiaries, joint ventures, sales agents or any predecessor thereof, and attributable to periods of employment considered in computing Benefit Service under the Plan to the extent that such sums or payments are attributable to other than employee contributions and earnings thereon; provided, however, that effective on and after January 1, 1976, this Subsection (d) shall not apply to any of the following plans: the Savings Plan, the Profit Sharing Plan (now merged with the Savings Plan), the PAYSOP (now merged with the Savings Plan) and the Applied Digital Data Systems, Inc. Employees' Profit-Sharing Plan.

(e) In the case of a Participant whose period of Benefit Service includes employment outside of the United States, any amount attributable to such Benefit Service outside the United States and derived from plans sponsored by the Company or any of its subsidiaries, joint ventures, sales agents or any predecessor thereof. In the event such amount is paid in a lump sum, such sum shall be converted to a monthly annuity in accordance with Company policy for offsetting pension-equivalent-amounts under U.S. Pension Plans derived from single sum payments in other countries. In any event, the amount of offset shall be adjusted to reflect only the amount provided by other than employee contributions and earnings thereon.

3.4. PensionPlus Benefit

(a) Accrued Benefit

A Participant's Accrued Benefit under this Plan shall include an additional amount, called the PensionPlus Benefit, calculated and administered as described in this Section 3.4. The PensionPlus Benefit is based on amounts credited to a bookkeeping account. A Participant's Accrued Benefit with respect to the PensionPlus Benefit as of any valuation date on or prior to Normal Retirement Date shall be equal to a single life annuity which is the actuarial equivalent to the projected value of such Participant's hypothetical Account balance as of such valuation date. For purposes of clarity, the Accrued Benefit with respect to the PensionPlus Benefit shall be determined as of any valuation date on or after Normal Retirement Date by converting the Participant's Account balance to a single life annuity using the PensionPlus Actuarial Assumptions and, as of any valuation date prior to Normal Retirement Date, the Participant's Account shall first be projected to the Normal Retirement Date assuming interest credits continue to be added to the Participant's Account at the annual interest rate (as provided in Subsection (e)(1) below) then in effect and then converting the projected Account balance to a single life annuity using the PensionPlus Actuarial Assumptions. Notwithstanding anything to the contrary, the foregoing provisions of this Subsection (a) shall apply to determine the Accrued Benefit with respect to the PensionPlus Benefit effective as of January 1, 1992.

(b) PensionPlus Actuarial Assumptions

For purposes of this Section 3.4 PensionPlus Benefit, "PensionPlus Actuarial Assumptions" means the following: (1) prior to January 1, 2000, the PBGC Rate in effect on the first day of the calendar year in which the applicable date occurs, and the 1971 Group Annuity Table weighted 100% male, and (2) effective January 1, 2000, (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and regulations thereunder for the fifth month preceding the calendar quarter in which the applicable date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and regulations thereunder, in effect on such date.

For Participants who terminate employment during 2000, the Applicable Interest Rate used to determine the PensionPlus Benefit at termination will never be less than 6.15% (the Treasury rate in effect for November, 1999). For Participants who commence payment of a deferred PensionPlus Benefit as a lump sum in 2000, the Applicable Interest Rate for calculation of the lump sum shall never be greater than 6.15%.

(c) PensionPlus Accounts

Each Participant shall have an "Account" under the Plan, which shall be a book entry account to which monthly allocations and interest are credited. Maintenance of the Accounts and crediting of amounts to the Accounts shall not constitute allocation of assets of the Plan to such Accounts, and shall not create a right of any person to receive specific assets of the Plan. The Accounts shall not be considered individual accounts under the provisions of ERISA and the Code.

(d) Allocations to Accounts

A Participant who is actively employed by the Company on January 1, 1992, except for employees of the Systemedia Division, shall receive an initial Account credit of 2% of his or her total 1991 Compensation, effective as of January 1, 1992. A Participant who transferred employment from Teradata Corporation to the Company on February 28, 1992 and who was employed by the Company on July 1, 1992 shall receive an initial Account credit of 2% of his or her 1992 Compensation (calculated based on the annual rate of pay set forth in the offer letter received from the Company by each such Employee), effective as of July 1, 1992.

Thereafter, each Participant shall receive an Account credit for each month during which Compensation is received, equal to 1-1/2% of Compensation received for the month. Each Participant's Account shall also be credited with interest on a monthly basis, at the rate provided in Subsection (e) below, until commencement of payment of the benefit. Notwithstanding anything to the contrary, the foregoing provisions of this paragraph shall apply effective as of January 1, 1992.

Monthly allocations and interest shall be credited to the Participants' Accounts as of the last day of each month.

Notwithstanding the above, effective June 1, 2002, for Employees newly hired or rehired by the Company on or after June 1, 2002, the Account credit for each month during which Compensation is received shall equal 3% of Compensation received for that month, rather than 1-1/2%.

(e) Interest Rate

(1) Interest Credit Rate. For Plan Years beginning on and after January 1, 2000, the annual rate of interest credited to Participant Accounts, credited at 1/12 per month, compounded monthly, shall be the 30-year Treasury

rate for the second calendar month preceding the first day of the calendar quarter for which the credit occurs. For Plan Years beginning on and after January 1, 1992 and prior to January 1, 2000, the annual interest credit to Participant Accounts, credited at 1/12 per month, compounded monthly, shall be the PBGC Rate in effect on the first day of the calendar year and, following the date a Participant leaves the employment of the Company and any Affiliated Company, the PBGC Rate in effect on the first day of the calendar year that coincides with or next precedes the date a Participant leaves the employment of the Company and any Affiliated Company.

(2) Interest-Based Enhancements. The Plan may be amended from time to time to provide an enhanced interest credit for and only for a particular Plan Year for Participants in active employment with the Company or an Affiliated Company for the month for which the amount of interest is credited. For ease of reference, the following chart reflects years for which an enhanced interest credit was provided by amendment to the Plan and the total amount of the annual interest rate for the Plan Year:

Time Period	Annual Interest Rate*
1992-1994	8.5%
1995	8.0%
1996-1997	7.5%
1998	7.0%
1999	6.25%
2000-2001	7.5%

*The amount of the annual interest rate credited to Participant Accounts is credited at 1/12 per month, compounded monthly, under the Plan for and only for the respective Plan Year.

(3) Effective Date. Notwithstanding anything to the contrary, the foregoing provisions of this Subsection (e) shall apply effective as of January 1, 1992.

(f) PensionPlus Benefit for Rehired Participants

If a Participant terminates employment with the Company and all Affiliated Companies and is later rehired, his or her PensionPlus Account will be re-established, as follows:

(1) If the Participant received a single lump sum payment of his or her PensionPlus Benefit after termination of employment, the PensionPlus Account will have a starting balance of zero, unless the Participant repays the distribution with interest, as provided in Subsection (h) below. If

repayment is made, the repaid amount will be restored to the Participant's Account.

(2) If a vested Participant did not receive a single lump sum payment of his or her PensionPlus Benefit, the starting balance of the PensionPlus Account following reemployment shall be the PensionPlus Account balance.

(3) If a nonvested Participant terminates employment and is reemployed before incurring five consecutive Breaks in Service, his or her PensionPlus Account will be restored in the amount effective as of the date of termination of employment. If a nonvested Participant is reemployed after incurring five consecutive Breaks in Service, the starting balance of his or her PensionPlus Account following reemployment shall be zero.

(4) If a Participant commenced receiving the PensionPlus Benefit as an annuity, the PensionPlus Account will be restored by multiplying the monthly single life annuity amount of the Participant's benefit by 12, and multiplying the result by an immediate single life annuity factor based on the PensionPlus Actuarial Assumptions in effect on the date of rehire, using the Participant's age at rehire.

(g) Payment of PensionPlus Benefit

The PensionPlus Benefit is payable at the same time as the Basic Monthly Benefit. In addition, notwithstanding anything herein to the contrary, a vested Participant who terminates employment prior to his or her Normal or Early Retirement Date may receive a distribution of his or her PensionPlus Benefit at any time prior to or coincident with payment of the remainder of his or her Accrued Benefit.

The PensionPlus Benefit shall be paid in the normal form of payment, unless the Participant elects to receive a single lump sum distribution, or a married Participant elects to receive an Optional Form of Benefit. A married Participant's election of a lump sum distribution or a Single Life Annuity shall be valid only if the Participant's spouse consents in writing to the distribution, and such consent acknowledges the effect of the election and is witnessed by a representative of the Plan Administrator or a notary public.

A Participant or a Beneficiary who elects to receive his or her PensionPlus Benefit in a lump sum may elect to have such lump sum distributed as an Eligible Rollover Distribution to an Eligible Retirement Plan.

If a Participant's PensionPlus Benefit is distributed in a single lump sum, the Participant's annuity payable from this Plan shall be calculated without regard to the value of the PensionPlus Benefit, except that the actuarial equivalent monthly annuity amount shall be taken into account to determine the Guaranteed Benefit under Section 3.2, if applicable.

If a Participant validly elects an immediate lump sum payment, the lump sum payment shall be equal to:

(1) Except as provided in (2) below,

The greater of (i) the balance in the Participant's Account or (ii) the actuarially equivalent lump sum of the Participant's Accrued Benefit (with respect to the PensionPlus Benefit), with the actuarial equivalent determined first by converting the Accrued Benefit to a lump sum payable at Normal Retirement Date (or, if the Participant has attained his or her Normal Retirement Date, as of such determination date) using the PensionPlus Actuarial Assumptions and then taking the present value of the deferred lump sum using, on or after January 1, 2000, the 30-year Treasury rate for the second calendar month preceding the first day of the calendar quarter for which the benefit commencement date occurs and, using, prior to January 1, 2000, the PBGC Rate in effect on the first day of the calendar year for which the benefit commencement date occurs.

Notwithstanding the above, effective for (i) Participants who terminate employment prior to June 1, 2002 and (ii) Participants who terminate employment on or after June 1, 2002 and whose benefit commencement date is more than six months after the Participant's termination of employment, the immediate lump sum payment shall not be less than the actuarially equivalent lump sum of the life annuity commencing at age 65 based on the Participant's PensionPlus Account at termination of employment, where the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's termination of employment) and the actuarial equivalent of the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's benefit commencement date).

(2) For distributions after August 17, 2006, determined as follows:

The balance in the Participant's Account.

Notwithstanding the above, if the Participant's benefit commencement date is more than six months after the Participant's termination of employment, the immediate lump sum payment shall not be less than the actuarially equivalent lump sum of the life annuity commencing at age 65 based on the Participant's Account at termination of employment, where the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's termination of employment) and the actuarial equivalent of the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's benefit commencement date).

If a Participant validly elects an annuity, the annuity shall be the actuarial equivalent of the immediate lump sum payable, with the actuarial equivalent determined using the PensionPlus Actuarial Assumptions; provided, however, that for a Participant who terminates employment with the Company and Affiliated Companies on or after June 1, 2002 but prior to age 55 and has an Annuity Starting Date after age 55, the annuity shall be the Accrued Benefit reduced for early commencement as provided in Section 3.1(c).

For purposes of this Section, an "Eligible Rollover Distribution" means any distribution to a Participant or a Beneficiary, other than (1) installment payments made for life, the life expectancy of the Participant or Beneficiary, or over a period of ten years or more; (2) the amount of any distribution required under Section 401(a)(9) of the Code; and (3) any other distribution that is reasonably expected to total less than $200 during a year.

For purposes of this Section, an "Eligible Retirement Plan" means any of the following: (1) an individual retirement account described in Section 408(a) of the Code, (2) an individual retirement annuity described in Section 408(b) of the Code, (3) an annuity plan described in Section 403(a) of the Code that accepts rollovers, (4) a qualified trust described in Section 401(a) of the Code that accepts rollovers, (5) an annuity contract described in Section 403(b) of the Code that accepts rollovers, (6) an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan from the Plan, or (7) a Roth IRA, as described in Section 408A of the Code.

An Eligible Retirement Plan with respect to a Beneficiary other than the Participant, the Participant's Spouse, or the Participant's former Spouse who is an alternate payee under a Qualified Domestic Relations Order (the "non-spouse Beneficiary") means either an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code (an "IRA"). Such IRA must be treated as an IRA inherited from the deceased Participant by the non-spouse Beneficiary and must be established in a manner that identifies it as such.

Notwithstanding any other provision of the Plan to the contrary, in no event shall a Participant's PensionPlus Benefit be less than the benefit determined as of his Annuity Starting Date based on the amounts credited to his bookkeeping account, without regard to any interest credited to such bookkeeping account.

(h) Repayment of PensionPlus Benefit by Rehired Participants

If a Participant receives a lump sum distribution of his or her PensionPlus Benefit upon termination of employment and becomes reemployed prior to incurring five consecutive one-year Breaks-in-Service, he or she may repay such benefit with interest, at 120% of the federal mid-term rate as in effect for the first month of the

Plan Year, to the Plan within five years after reemployment. The amount repaid shall be credited to the Participant's Account as of the date of repayment.

3.5. Supplemental Pensions

As set forth in Appendix D, Supplemental Monthly Benefits are payable to certain former employees.

An additional Benefit is set forth on Schedule 11.

3.6. 1994 Minimum Benefit

For an individual who, on December 31, 1994, was an active, full-time Employee and a Participant in this Plan or another defined benefit pension plan sponsored by the Company that subsequently merged into this Plan, the Basic Monthly Benefit as described in Section 3.1 Basic Monthly Benefit shall not be less than the Participant's Accrued Benefit under the applicable plan on December 31, 1994. Such benefit shall be reduced by 6% for each full year that the pension commences prior to the Participant's age 62, for Participants who, on December 31, 1994, participated in either this Plan or another plan that applied early retirement reductions beginning at age 62. Such benefit shall be reduced by 6% per year for each full year that the pension commences prior to the Participant's age 65, for Participants who, on December 31, 1994, participated in another plan that applied early retirement reductions beginning at age 65.

3.7. 1993 Minimum Benefit

Effective October 1, 1993, for a Participant who, on December 31, 1993, (1) was an active, full-time employee of the Company, (2) was at least age 50, and (3) had at least 10 years of Benefit Service, the Basic Monthly Benefit, as described in Section 3.1 Basic Monthly Benefit of this Plan or the corresponding section of another plan sponsored by the Company that subsequently merged into this Plan (if applicable), including the Guaranteed Benefit described in Section 3.2 Guaranteed Benefit, shall not be less than a minimum benefit calculated as if the Participant retired on January 1, 1994, and, only for purposes of applying the applicable actuarial reduction for Early Retirement, was five years older.

A Participant who transferred employment from Teradata Corporation to the Company on February 28, 1992 and who remains continuously employed by the Company without a Break in Service through February 28, 1994, shall be eligible for this minimum benefit if, as of December 31, 1993, (1) the Participant was at least age 50, and (2) his or her service with Teradata Corporation and the Company equals ten years or more.

If a Participant eligible for the minimum benefit dies prior to retirement, the Surviving Spouse Benefit shall be calculated by taking the minimum benefit into account.

3.8. Fresh Start for Compensation Limit

Notwithstanding any other provision of the Plan, this Section 3.8 shall apply to a Participant whose Accrued Benefit on or after January 1, 1994, is based on Compensation for a Plan Year beginning prior to January 1, 1994, that exceeded $150,000 ("Affected Participant").

(a) Basic Monthly Benefit

The Affected Participant's Basic Monthly Benefit as described in Section 3.1 shall be calculated using no more than $150,000 of Compensation (as indexed) for any year.

(b) Guaranteed Benefit

The Affected Participant's Guaranteed Benefit as described in Section 3.2 (if applicable) shall equal the greater of (1) the Participant's Guaranteed Benefit accrued as of December 31, 1993, calculated using the Compensation limits in effect through that date, or (2) the Affected Participant's Guaranteed Benefit accrued as of the date the calculation is made, using the $150,000 limit on Compensation.

(c) 1994 Minimum Benefit

The Affected Participant's 1994 Minimum Benefit as described in Section 3.6 (if applicable) shall equal the sum of (1) the Affected Participant's Accrued Benefit as of December 31, 1993, frozen in accordance with Section 1.401(a)(4)-13 of the Treasury Regulations, and (2) the Affected Participant's Accrued Benefit determined under the benefit formula applicable for the Plan Year beginning January 1, 1994, as applied to the Affected Participant's Years of Service credited to the Affected Participant for Plan Years beginning on January 1, 1994, for purposes of benefit accruals.

3.9. No Disability Benefit

If a Participant terminates employment due to long term disability, the Participant's Plan benefits shall be calculated in the same manner as for any other termination of employment.

3.10. Change in Control Benefit

(a) If a Participant terminated employment prior to September 13, 1993 and was eligible for the Change in Control pension enhancement as described in the Plan as in effect December 31, 1994, and later was rehired by the Company after incurring a Break in Service, the Change in Control pension enhancement shall not apply to the portion of the Participant's benefit accrued after the rehire date. When the Participant again terminates employment, his or her Basic Monthly Benefit shall equal the sum of the Basic Monthly Benefit accrued as of the

termination date prior to September 13, 1993, including the Change in Control enhancement, and the Participant's benefit calculated from the rehire date to the following termination date as described in this Article 3, without regard to this Section 3.10. The Change in Control enhancement that applies to the benefit accrued as of the first termination date shall include the Change in Control early retirement reduction factors. The portion of the Participant's Basic Monthly Benefit that accrues after the rehire date shall be reduced for early retirement as provided in the Plan in effect on the termination date following the rehire date.

(b) Additional Change in Control Benefits are set forth on Schedule 12.

3.11. U.S. Support Services Enhanced Frozen Benefit

(a) Frozen Benefits

For the eligible Participants specified in (b) below, the Basic Monthly Benefit as described in Section 3.1 Basic Monthly Benefit shall not be less than a minimum benefit calculated as if the Participant retired on January 31, 2000, without actuarial reduction for Early Retirement.

If a Participant eligible for such minimum benefit dies after completing all requirements for the minimum benefit but prior to retirement, the Surviving Spouse Benefit shall be calculated by taking the minimum benefit into account.

(b) Eligible Participants

Eligible Participants are Employees who are actively employed on the Company's payroll on September 1, 1999, in one of the following organizations and also one of the following job codes, including individuals in the following job codes who are in FML Code 2C1A65015 and report to a Territory Manager in one of the following organizations, who are at least age 55 with at least ten years of Vesting Service on December 31, 1999, and who remain employed until January 31, 2000 for non-managers, or March 31, 2000 for managers.

FML CODE	ORGANIZATION	FML CODE	ORGANIZATION
2C1A69154	CSS - Philadelphia - East	2C1A69743	CSS - St Louis - West
2C1A69617	CSS - Orlando - East	2C1A69367	CSS New England - East
2C1A69425	CSS - Minneapolis - West	2C1A69159	CSS - Washington DC – East
2C1A69323	CSS - Chicago - West	2C1A69098	CSS - Pleasanton -West
2C1A69543	CSS - So California - West	2C1A64868	CSS - New York- East
2C1A69740	CSS - Kansas City - West	2C1A69611	CSS - Atlanta - East
2C1A69735	CSS - Dallas - West	2C1A65015	GSC CSS Rockville
2C1A69217	CSS - Dayton - East	2C1A64960	Data Integrity Team
2C1A65173	MCI		

Job Code	**Job Title**	**Job Code**	**Job Title**
345022	Customer Engineer	645025	CSSR - Level V
345023	Senior Customer Engineer	645026	CSSR - Level VI
345026	Customer Engineer (Ibt)	736090	Assistant Region Coach **(M)**
345027	Sr. Customer Engineer (Ibt)	736122	Territory Coach II - CSS **(M)**
538328	CSS Region Technical Support Specialist	736123	Territory Coach III - CSS **(M)**
645024	CSSR - Level IV	736124	Region Coach - CSS **(M)**

(M) Denotes a management position.

(c) Grandfathered Benefit

For Participants who were actively employed on the Company's payroll during July or August, 1999 in one of the organizations and also one of the job codes in subparagraph (b) above, who retired effective August 1 or September 1, 1999, the Basic Monthly Benefit received by such a Participant will not be subject to reduction for Early Retirement, effective February 1, 2000.

3.12. Multiple Benefit Formulas

If a Participant is covered by a benefit formula described in one of the Schedules to the Plan and then transfers to or is rehired in a position that is covered by the benefit formula described in this Article 3 before modification by any Schedules, the Participant's benefit will be the greater of (a) his or her benefit calculated under the provisions of this Article 3, without modification by any Schedules, for all years of Benefit Service, or (b) his or her benefit calculated by adding together the following: (i) the benefit calculated under the formula in the applicable Schedule for years of Benefit Service earned while covered by the Schedule and (ii) the benefit calculated under the formula in this Article 3 for years of Benefit Service earned while covered by this Article 3.

3.13. Nondiscrimination Requirements

Accrued Benefits of Highly Compensated Employees shall be reduced as necessary to comply with the nondiscrimination requirements of Section 401(a)(4) of the Code. "Highly Compensated Employee" means an Employee who is included in one of the following categories within the meaning of Section 414(q) of the Code:

(a) an Employee who was a 5% owner of the Company during the Plan Year or the preceding Plan Year; or

(b) an Employee who received aggregate Compensation from all the Affiliated Companies in excess of $110,000 (as adjusted) in the preceding Plan Year.

3.14 Cessation of Benefit Accruals

Notwithstanding the above, effective August 31, 2004, benefit accruals ceased and no additional benefit will accrue for any Participant in the Plan, including Participants eligible for the grandfathered benefits for non-exempt employees at Systemedia

manufacturing plans as described in Schedule 1, with the exception of the following Participants who will continue to accrue benefits:

(a) Employees who are represented by the Independent Union of NCR Corporation Guards;

(b) Participants who (1) were hired prior to September 1, 2004, (2) were age 40 or older as of August 31, 2004, and (3) did not make an election to cease accruals in the Plan and receive an enhanced company matching contribution in the NCR Savings Plan; and

(c) Participants who were under age 40 as of August 31, 2004, who (1) were hired prior to May 1, 1985, (2) remained continuously employed by the Company since that date, and (3) did not make an election to cease accruals in the Plan and receive an enhanced company matching contribution in the NCR Savings Plan.

Effective March 31, 2005, benefit accruals ceased for Employees who were represented by the Independent Union of NCR Corporation Guards and who were less than 40 years of age on March 31, 2005.

Effective December 31, 2006, benefit accruals ceased for the Participants described in the preceding paragraphs (a) through (c), including the Basic Monthly Benefit and the PensionPlus Benefit.

Notwithstanding the foregoing provisions of this Section 3.14, interest shall continue to be credited to the Accounts of Participants in accordance with Section 3.4.

3.15 Enhanced Retirement Program for Customer Engineers and Customer Services Representatives

(a) Enhanced Benefits

The eligible Participants specified in (b) and (c) below will receive an early retirement supplement consisting of the following:

(1) an additional amount added to the Basic Monthly Benefit of $750 per month for 60 months from the Annuity Starting Date; and

(2) a lump sum benefit equal to (i) $10,000, plus (ii) an amount equal to one week of pay per year of completed service as of January 1, 2005, up to a maximum of 26 weeks. This amount will be calculated using the base wage or salary the Participant was receiving on January 1, 2005, and will include the weekly average overtime (where applicable) and availability pay the Participant received for the period July 1, 2004 to December 31, 2004.

If a Participant eligible for such supplemental retirement benefits dies after the Annuity Starting Date but prior to receiving all of the 60 monthly payments of

$750, the remaining payments will be paid to the spouse entitled to a Surviving Spouse Benefit, if any. If no such spouse exists, then the remaining payments will be paid to the Participant's designated Beneficiary for PensionPlus purposes, if any, and if no such Beneficiary exists, shall be paid to the Participant's estate. If an eligible Participant dies before the Annuity Starting Date, the supplemental retirement benefits will not be payable.

(b) Eligible Participants

Eligible Participants are Employees who satisfy all of the following:

(1) are actively employed on the Company's payroll in the Worldwide Customer Services and Teradata organizations on February 12, 2005, in one of the following job codes:

Job Code	Job Title	Job Code	Job Title
Z00709	Customer Engineer (1)	Z00740	TD Customer Srvcs. Rep. (III)
Z00710	Customer Engineer (II)	Z00741	TD Customer Srvcs. Rep. (IV)
Z00711	Customer Engineer (III)	Z00742	TD Customer Srvcs. Rep. (V)
Z00712	Customer Engineer (IV)	Z00743	TD Customer Srvcs. Rep. (VI)
Z00738	TD Customer Srvcs Rep. (I)	Z00744	TD Customer Srvcs. Rep. (VII)
Z00739	TD Customer Srvcs Rep. (II)		

(2) are at least age 60 on or before December 31, 2005, with at least ten years of Vesting Service on or before January 1, 2005,

(3) remain employed until a termination date designated by the Company between May 1, 2005 and August 31, 2005, and commence their pension as of the first of the month following the month in which they terminate, and

(4) sign a release of employment-related claims against the Company.

(c) Additional Eligible Participants

Participants who otherwise meet the eligibility requirements in (b) above, but who terminated employment with the Company due to resignation, retirement or reduction-in-force on or after January 1, 2005 and prior to February 12, 2005, will also receive the supplemental retirement benefits, provided they commence their retirement effective as of the first of the month following their termination date.

3.16 2006 Enhanced Retirement Program for Customer Engineers

(a) Enhanced Benefits

The eligible Participants specified in (b) and (c) below will receive supplemental early retirement benefits consisting of the following:

(1) A Social Security Supplement added to the Basic Monthly Benefit from the Annuity Starting Date until the first of the month in which the Participant attains age 65, in an amount determined according to the Participant's total years of Vesting Service as of December 31, 2006, as follows:

(i) 40 or more: $600.

(ii) 30-39: $500.

(iii) 20-29: $400.

(2) a benefit equal to (1) $5,000, plus (2) an amount equal to twenty-six weeks of pay, calculated using the base wage or salary the Participant was receiving on December 19, 2005. This benefit may be taken as a lump sum or as an annuity, commencing on the Annuity Starting Date, as elected by the Participant. If an annuity is elected, the lump sum amount will be converted to a single life annuity using the PensionPlus Actuarial Assumptions in Section 3.4(b), and the form of annuity will be the same as elected for the Basic Monthly Benefit.

If a Participant eligible for such supplemental retirement benefits dies after the Annuity Starting Date but prior to attaining age 65, no further payments will be made of the Social Security Supplement. If an eligible Participant dies before the Annuity Starting Date, the supplemental retirement benefits will not be payable.

(b) Eligible Participants

Eligible Participants are Employees who satisfy all of the following:

(1) are actively employed on the Company's payroll in the Worldwide Customer Services organization on December 31, 2005, in one of the following job codes:

Job Code	Job Title
Z00709	Customer Engineer (I)
Z00710	Customer Engineer (II)
Z00711	Customer Engineer (III)

(2) are at least age 55 on or before December 31, 2005, with at least twenty years of Vesting Service on or before December 31, 2006, assuming the Participant continued employment with the Company until December 31, 2006,

(3) remain employed until a termination date designated by the Company between May 1, 2006 and December 31, 2006, and the termination is not due to long-term disability,

(4) sign a release of employment-related claims against the Company, and

(5) did not elect to participate in the Enhanced Retirement Program described in Section 3.15.

(c) Additional Eligible Participants

Participants who otherwise meet the eligibility requirements in (b) above (except as noted in the following sentence), but who terminated employment with the Company due to resignation, retirement or reduction-in-force on or after April 29, 2005 and prior to December 19, 2005, will also receive the supplemental retirement benefits. For purposes of this subsection (c), a Participant must have reached age 55 and twenty years of Vesting Service as of the termination date.

ARTICLE 4.

RETIREMENT DATES

4.1. Normal Retirement Date

A Vested Participant may elect to retire on the first day of any month next following his or her 65th birthday ("Normal Retirement Date") and termination of employment with the Company and any Affiliated Companies, and receive a monthly benefit as determined in Article 3 and payable in a form of benefit under Article 5.

4.2. Early Retirement Date

A Vested Participant may elect to retire on the first of any month next following his 55th birthday and prior to his or her 65th birthday ("Early Retirement Date") and following termination of employment with the Company and any Affiliated Companies, and receive a monthly benefit as determined in Article 3 and payable in a form of benefit as determined under Article 5.

In addition, a Vested Participant who, on December 31, 1993, (a) was an active, full-time employee of the Company (b) was at least age 50 and (c) had 10 years of Benefit Service may elect an Early Retirement Date that is the first of any month next following his or her 50th birthday and termination of employment with the Company and any Affiliated Companies. If such a Participant retires prior to age 55, the pension benefit will be reduced 6% for each year (prorated for partial years) by which the commencement date precedes age 55.

In addition, a Participant who transferred employment from Teradata Corporation to the Company on February 28, 1992 and who remains continuously employed by the Company without a Break in Service through February 28, 1994, may elect an Early Retirement Date that is the first of any month next following his or her 50th birthday and termination of employment with the Company and any Affiliated Companies, if, as of December 31, 1993, (a) the Participant was at least age 50, and (b) his or her service with Teradata Corporation and the Company equals ten years or more.

4.3. Late Retirement Date

If a Participant remains employed by the Company past age 70-1/2 and the Participant is not a 5% owner of the Company, he or she will retire and his or her pension and PensionPlus benefits will commence on the first of the month after the date of termination of employment. The Participant's benefits will be increased by the greater of (a) the benefit payable at age 70-1/2, actuarially increased for late commencement, or (b) the additional benefit accrued after age 70-1/2.

4.4. Election of Retirement Date

A Vested Participant who is eligible to retire on the date of termination of employment, and who wishes to retire as of the first of the month following termination of employment

must submit written application to commence benefits prior to termination of employment. The Retirement Date for (a) Vested Participants who are not eligible to retire on the date of termination of employment, and (b) Vested Participants who are eligible to retire on the date of termination of employment but do not submit a written application before the expiration of six months from the date of termination of employment, shall be the first of the month following submission of a written application to commence benefits.

ARTICLE 5.

BENEFIT PAYMENT

5.1. Normal Form

The "Normal Form of Benefit" payable to a Vested Participant who is eligible to receive a benefit shall be:

(a) Married Participants

In the case of a Vested Participant who is married on the date his benefit payments commence, a monthly 50% Joint and Survivor Annuity having an actuarial value (as determined using the PensionPlus Assumptions in Section 3.4(b)) equivalent to his Accrued Benefit, under which level pension benefits are payable during the Participant's lifetime and after his or her death, level pension benefits are payable at one-half such rate to the spouse to whom the Participant was married on the date the Participant's benefit payments commenced, for any remaining lifetime of such spouse. For purposes of this Article 5, "married" means that a Participant is legally married under the laws of the United States and includes a Participant who is married but legally separated from a spouse.

(b) Unmarried Participants

In the case of an unmarried Vested Participant, a monthly benefit in the form of a Single Life Annuity payable during his lifetime in an amount determined in accordance with Article 3.

5.2. Optional Forms for Married Participants

Subject to the provisions in Section 5.3(a) Spousal Consent, a married Vested Participant who is otherwise eligible to receive a benefit may elect to receive, in lieu of the Normal Form of Benefit, a monthly "Optional Form of Benefit" in any one of the following forms:

(a) Single Life Annuity

A Single Life Annuity payable during the lifetime of the Participant in an amount determined in accordance with Article 3.

(b) Joint and Survivor Annuity

A Joint and Survivor Annuity having an actuarial value (determined using the PensionPlus Assumptions in Section 3.4(b)) equivalent to his or her Accrued Benefit under which level pension benefits are payable during the Participant's lifetime and after his death, level pension benefits are payable at 75% or 100% such rate to the spouse to whom the Participant was married on the date the Participant's benefits commenced, for any remaining lifetime of such spouse.

5.3. Election of an Optional Form of Benefit

The following provisions apply to the request by a married Participant to receive an Optional Form of Benefit pursuant to Section 5.2:

(a) Spousal Consent

A Participant must make written application to the Plan Administrator or his delegate prior to the date upon which payments are to commence, subject to the provisions of the remaining Subsections of this Section 5.3, and designate the Optional Form of Benefit that the Participant is electing to receive. The application must be in the form prescribed by the Plan Administrator and if the Participant elects a Single Life Annuity, the Participant's spouse must consent in writing to the request and acknowledge the effect of the request, which consent must be witnessed by a Plan representative or notarized. Notwithstanding the foregoing, no spousal consent is required if it is established to the satisfaction of the Plan Administrator that the consent may not be obtained because there is no spouse, because the spouse cannot be located or because of such other circumstances as may be set forth in Section 205 of ERISA. Any consent of a spouse (or the establishment that the consent of the spouse cannot be obtained) under this Subsection (a) shall be effective only with respect to such spouse.

(b) Explanation of Forms of Payment

The Plan Administrator shall furnish each Participant within a reasonable period of time, but not more than 180 days prior to the Annuity Starting Date, a written explanation of the terms and conditions of the Normal Form of Benefit, the financial effect upon the Participant's benefit of electing an Optional Form of Benefit in lieu of the Normal Form of Benefit including the relative values of the various Optional Forms of Benefit, the requirement for spousal consent and the right of the Participant to make, and to revoke any election. The explanation shall notify the Participant of his right to defer payment of his benefit until his Normal Retirement Date and the effect upon his benefit if the Participant does not elect to defer payment as permitted under the Plan. If the written explanation is provided within thirty (30) days prior to or any time after the Annuity Starting Date, the Participant's benefit shall not commence for at least thirty (30) days after the explanation is provided. The Participant, with the consent of the spouse, if any, may waive such thirty (30) day period, in which case the Participant's benefit shall not commence for at least seven (7) days after the explanation is provided.

(c) Submission of Election

A request to receive an Optional Form of Benefit hereunder may be made at any time after receipt of the information described in Subsection (b) hereof and before the date payments are due to commence. A request may be revoked or changed in writing during such period, provided, however, that with respect to a Participant who is married at the time of the change, if the purpose of the change is to elect a

Single Life Annuity, the Participant's spouse must consent to the change. Such spousal consent must be in writing, must acknowledge the effect of the change, must be witnessed by a Plan representative or notarized and, to the extent the Plan Administrator has prescribed forms for such purposes, must be on such a prescribed form.

(d) Small Benefits

Election of an Optional Form of Benefit shall not be permitted if it would result in benefit payments of less than $10.00 per month to the Participant or to his spouse.

5.4. Optional Form for A Participant with a Domestic Partner

A Participant who has a statement of domestic partnership on file with the Company at the Annuity Starting Date may irrevocably elect a Joint and Survivor Annuity having an actuarial value (as determined in accordance with Tables 1, 2 or 3 of Appendix C hereto, with the domestic partner considered the spouse) equivalent to his or her Accrued Benefit under which level pension benefits are payable during the Participant's lifetime and after his or her death, level pension benefits are payable at 50%, 75% or 100% of such rate to the domestic partner in effect at the Annuity Starting Date, for any remaining lifetime of such domestic partner.

5.5. Monthly Payments

Pensions shall be paid monthly upon written application of the Participant to the Company. The first monthly payment of a Participant's pension shall be as of the date the Participant elects to commence his or her pension, after the Participant terminates employment and reaches age 55 (or 50, if applicable), and shall be payable monthly thereafter. The pension benefits payable under the Plan to any Participant or surviving spouse shall cease as of the date of death of such Participant or surviving spouse.

5.6. Facility of Payment

If a payee entitled to receive payments under the Plan is incompetent to receive such payments and to give a valid release therefor, and if no guardian, committee or other representative of the estate of such payee shall have been duly appointed, such payments may be made to the person or institution maintaining or having custody of such payee, and any such payment shall be in complete discharge of any and all liability under the Plan for such payment.

5.7. Correction of Errors

In the case of misstatement or error, there shall be no liability for any greater payment than that which would be payable on the basis of the true facts. Overpayment may be deducted from and underpayments may be added to any payments due under the Plan or shall be otherwise corrected.

5.8. Small Pensions

If any pension payable under the Plan is less than $10.00 a month, payment may be made at such intervals as will make the payments amount to at least $10.00 each.

5.9. Benefit Commencement Limitation

Unless the Participant otherwise elects, payment of a Participant's benefits under the Plan will commence no later than the 60th day after the Plan Year in which the later of the following events occurs:

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

(2) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or

(3) the Participant terminates his employment with the Company.

Notwithstanding the preceding sentence or any provision hereof to the contrary, payment of benefits to a Participant shall commence not later than April 1 of the calendar year following the year in which the Participant attains age 70-1/2. If a Participant remains employed by the Company past age 70-1/2 and the Participant is not a 5% owner of the Company, he or she will retire and his or her pension and PensionPlus benefits will commence on the first of the month after the date of termination of employment. The benefits will be actuarially adjusted for commencement after age 70-1/2.

5.10. Income Tax Withholding Requirement

Any retirement benefit payment made under the Plan shall be subject to any applicable income tax withholding requirements. For this purpose, the Plan Administrator shall provide the Trustee with any information the Trustee needs to satisfy such withholding obligations and with any other information that may be required by regulations promulgated under the Code.

5.11. Purchase of Annuity Contract

In lieu of paying benefits directly from the Pension Fund to a Participant, his Beneficiary or joint annuitant, the Trustee may purchase, with Pension Fund assets, an individual annuity contract from an insurance company which, as far as possible, provides benefits equal to (or Actuarially Equivalent to) those provided in the Plan for such Participant, Beneficiary or joint annuitant but provides no optional form of retirement income or benefit which would not be permitted under the Plan, whereupon the liability of the Pension Fund and of the Plan will cease and terminate with respect to such benefits that are so purchased and for which the premiums are duly paid. Such an individual annuity contract may be purchased by the Trustee on a single premium basis or on the basis of annual premiums payable over a period of years and may be purchased at any time on or after the Participant's Retirement Date or death to provide the benefits due under the Plan to the Participant, Beneficiary, or joint annuitant on or after the date of such purchase.

Any annuity contract distributed by the Trustee to a Participant, Beneficiary or joint annuitant under the provisions of the Plan shall bear on the face thereof the designation "NOT TRANSFERABLE," and such contract shall contain a provision to the effect that the contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the issuer thereof.

5.12. Small Benefit Cash-Out

Notwithstanding anything herein to the contrary, if the Actuarial Equivalent value of a Participant's Accrued Benefit on the Participant's date of termination of employment with the Company, including any PensionPlus benefit that may be distributed as a lump sum, is $1,000 or less, the Accrued Benefit will be paid to the Participant in a lump sum payment within 90 days after termination of employment.

5.13. Funding-Based Limitations.

(a) The provisions of this Section of the Plan shall apply notwithstanding any other provision of the Plan to the contrary.

(b) The following definitions apply to the terms used in this Section of the Plan:

(1) "Adjusted funding target attainment percentage" means the adjusted funding target attainment percentage determined in accordance with Section 436(j) of the Code.

(2) A "prohibited payment" means (i) any payment, in excess of the monthly amount paid under a single life annuity (plus any social security supplements described in the last sentence of Section 411(a)(9) of the Code), to an employee, former employee, or beneficiary whose retirement benefit payments commence during any period a limitation under Section 436(d)(1) or (2) of the Code is in effect, (ii) any payment for the purchase of an irrevocable commitment from an insurer to pay benefits, and (iii) any other payment specified by the Secretary of Treasury by regulations. A prohibited payment, however, shall not include the payment of a benefit which under Section 411(a)(11) of the Code may be immediately distributed without the consent of the employee, former employee, or beneficiary. For purposes of calculating the amount of a prohibited payment under the Plan, the total present value of a Participant's Basic Benefit and PensionPlus Benefit shall be taken into account; provided, however that the portion of the accrued benefit payable to a Participant in the form of a lump sum during a period to which Section 5.13(e) applies shall be limited to the portion of the accrued benefit attributable to the PensionPlus Benefit.

(3) An "unpredictable contingent event benefit" means any benefit payable solely by reason of (i) a plant shutdown (or similar event, as determined by the Secretary of Treasury), or (ii) an event other than the attainment of

any age, performance of any service, receipt or derivation of any compensation, or occurrence of death or disability.

(c) In no event shall any unpredictable contingent event benefit be provided under the Plan that is attributable to an event occurring during the period during which the provision of such benefit is restricted under the provisions of Section 436(b) of the Code.

(d) In no event shall any amendment to the Plan that has the effect of increasing liabilities under the Plan by reason of increases in benefits, establishment of new benefits, changing the rate of benefit accrual, or changing the rate at which benefits under the Plan become nonforfeitable take effect during any period in which the amendment would violate the restrictions of Section 436(c) of the Code.

(e) If the Plan's adjusted funding target attainment percentage is less than the threshold defined in Section 436(d)(1) and/or (3) of the Code or the Company is a debtor in a case under title 11, United State Code, or similar Federal or State law, then in no event shall any prohibited payment be paid under the Plan during any period specified in, and to the extent necessary to comply with, the restrictions of Section 436(d) of the Code.

(f) If the Plan's adjusted funding target attainment percentage is less than the threshold defined in Section 436(e) of the Code, benefit accruals under the Plan shall cease during the period benefit accruals are restricted under Section 436(e) of the Code.

(g) The following provisions shall apply upon the close of the applicable restricted period:

(1) Following a period of restriction described in paragraph (c), any unpredictable contingent event benefits that were so restricted shall not be paid or reinstated following the period of restriction (unless reinstated through an amendment to the Plan).

(2) Following a period of restriction described in paragraph (e), an employee or former employee who commenced payment of his benefit (or a portion thereof) during the restricted period shall not be provided with a new election to modify his prior election with respect his benefit (or the portion thereof that was commenced).

(3) Following a period of cessation of benefit accruals as described in paragraph (f), benefit accruals under the Plan shall resume prospectively (or as otherwise provided by an amendment to the Plan) when the restriction on benefit accruals no longer applies. For purposes of clarity, benefit accruals shall not be automatically restored for the period of cessation (but may be provided through an amendment to the Plan).

(h) The limitations set forth in this Section shall be applied in accordance with Section 436 of the Code and applicable regulations and other guidance issued thereunder.

ARTICLE 6.

DEATH BENEFITS

6.1. Death After Early Retirement Age

In the event of the death of a married Vested Participant prior to his or her Annuity Starting Date and on or after attaining Early Retirement Age, the surviving spouse shall be entitled to a "Surviving Spouse Benefit" in an amount equal to 50% of the Accrued Benefit (determined without regard to the PensionPlus Benefit) which the Participant would have been entitled to receive under the 50% Joint and Survivor Annuity if he or she had retired on the day before the date of his or her death. Notwithstanding the foregoing, if a married Vested Participant dies after electing a 75% or 100% Joint and Survivor Annuity in accordance with Sections 5.2 and 5.3 but prior to his or her Annuity Starting Date, the Surviving Spouse Benefit shall be in an amount equal to the survivor portion of the optional annuity amount selected by the Participant. Such Accrued Benefit shall be reduced for Early Retirement by applying the early reduction factors in Section 3.1(c) according to the Participant's age at death, except that the Guaranteed Benefit described in Section 3.2 and the 1994 Minimum Benefit described in Section 3.6 shall not be reduced for early retirement. For purposes of this Article 6, "married" means that a Participant is legally married under the laws of the United States and includes a Participant who is married but legally separated from a spouse.

6.2. Death Before Early Retirement Age

In the event of the death of a married Vested Participant prior to his or her Annuity Starting Date and before attaining Early Retirement Age, his or her surviving spouse shall be entitled to a Surviving Spouse Benefit in an amount equal to 50% of the Accrued Benefit (determined without regard to the PensionPlus Benefit) which the Participant would have been entitled to receive if he or she (a) in the case of an active Employee, had terminated employment on the date of death, (b) survived to Early Retirement Age, (c) was entitled to receive a 50% Joint and Survivor Annuity to begin at Early Retirement Age, and (d) died on the day following attainment of Early Retirement Age. Such Accrued Benefit shall be reduced for Early Retirement by applying the early reduction factors in Section 3.1(c) according to the Participant's age at death, except that the Guaranteed Benefit described in Section 3.2 and the 1994 Minimum Benefit described in Section 3.6 shall not be reduced for early retirement.

6.3. Benefit Payments

If the Participant dies before Early Retirement Age, monthly payments of the Surviving Spouse Benefit shall commence on the first day of the month next following the month the Participant would have attained Early Retirement Age. If the Participant dies on or after attaining Early Retirement Age, monthly benefit payments shall commence on the first day of the month next following the date of death of the Participant. The Participant's surviving spouse may elect to have the monthly benefit payments commence at such later date as the spouse elects in writing, but no later than the date on

which the Participant would have attained age 65. If the surviving spouse elects a later commencement date, the monthly benefit shall be adjusted to reflect the later commencement by applying the early reduction factors in Section 3.1(c) according to the age the Participant would have been at the commencement date. Monthly payments shall terminate with the last monthly payment coincident with the date of death of the Participant's surviving spouse.

6.4. PensionPlus Death Benefit

(a) Notwithstanding anything herein to the contrary, if a Vested Participant dies prior to commencement of benefits, the Participant's PensionPlus Benefit shall be paid to his or her Beneficiary (as defined below) as a death benefit. If the Participant's Beneficiary is his or her spouse, the PensionPlus Benefit will be paid as a Single Life Annuity for the life of the spouse (calculated using the PensionPlus Actuarial Assumptions in Section 3.4(b) based on the spouse's date of birth, but without reduction for the 50% Joint and Survivor Annuity form of payment), unless the spouse elects in writing to receive the PensionPlus Benefit as a single lump sum. If the Beneficiary is not the Participant's spouse, the PensionPlus Benefit will be paid as a single lump sum.

(b) A single lump sum death benefit payment of the PensionPlus Benefit will be calculated as if the Participant had survived (and terminated employment on the date of death, if the Participant was actively employed on the date of death) and elected to receive his or her PensionPlus Benefit as of the date of death.

(c) "Beneficiary" for purposes of the PensionPlus death benefit means the individual designated by the Participant in writing to receive the Participant's PensionPlus Benefit in the event of the Participant's death prior to retirement. If a married Participant designates someone other than the spouse as Beneficiary, the spouse must consent in writing, and such consent must name the designated individual, acknowledge the effect of the election and be witnessed by a representative of the Plan Administrator or a notary public. If a Participant designates his or her spouse as beneficiary and subsequently is divorced or legally separated from such spouse, the spouse shall not be the Beneficiary if (1) the domestic relations order awarding the divorce or legal separation divests the spouse of beneficiary rights to the Participant's benefits under the Plan, or (2) the state law of the state in which the divorce or legal separation is awarded divests former spouses of beneficiary rights under beneficiary designations executed prior to the divorce or legal separation, as applicable.

If an unmarried Participant fails to designate a Beneficiary, or if the designated Beneficiary does not survive the Participant, the PensionPlus Benefit will be paid in equal amounts to the first eligible category in the following order:

(1) the Participant's children

(2) the Participant's parents

(3) the Participant's brothers and sisters

(4) the Participant's estate or personal administrator.

(d) If a Participant designates someone other than his or her spouse as Beneficiary of his or her PensionPlus benefit, the death benefit payable to the spouse shall be calculated without regard to the value of the PensionPlus Benefit.

(e) If a married Participant who has not yet attained age 35 designates someone other than his or her spouse as Beneficiary of his or her PensionPlus benefit, that Beneficiary designation shall be void as of the first day of the Plan Year in which the Participant attains age 35. A Beneficiary designation completed on or after the first day of the Plan Year in which a Participant attains age 35 shall not become void because of age.

6.5. Notice Requirements for PensionPlus Death Benefit

Since a Participant may designate a non-spouse Beneficiary for the PensionPlus Benefit, the Plan Administrator shall provide a Participant with a written explanation of the terms and conditions of the PensionPlus death benefit, the right to designate a non-spouse Beneficiary, the right of the Participant's spouse to consent to the Beneficiary designation, and the right to revoke a previous Beneficiary's designation. The notice shall be provided during whichever of the following periods ends last:

(a) the period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(b) a reasonable period after an individual becomes a Participant; and

(c) a reasonable period ending after termination of employment for a Participant who terminates employment before attaining age 35.

6.6. Change in Control Death Benefit

Notwithstanding anything herein to the contrary, if a Participant who is entitled to the Change in Control benefit enhancement of a supplemental monthly payment of $700 from retirement to age 65 (as described in Article 14 of the Plan document as restated effective January 1, 1993) dies before retirement, the supplemental monthly payment will be paid in full to the surviving spouse, if any, without reduction for the 50% Joint and Survivor Annuity form of payment, for the period of time the Participant would have received the supplemental monthly payment if he or she had survived.

6.7. Death Benefits for Domestic Partners

If a Participant dies prior to his or her Annuity Starting Date with a current statement of domestic partnership on file with the Company, his or her designated domestic partner

shall be entitled to a death benefit under this Article 6 as if such domestic partner were a "surviving spouse," as such term is used in this Article 6.

6.8. Section 401(a)(9) Death Benefit Provisions

All distributions required under this Article 6 shall be determined and made in accordance with Section 401(a)(9) of the Code, the incidental death benefit requirements of Section 401(a)(9)(G) of the Code, and the Treasury regulations under Section 401(a)(9) of the Code.

6.9. Benefits for Participants Who Die While on Military Leave

If a Participant who is absent from employment as an Eligible Employee because of military service dies while performing qualified military service (as defined in Section 414(u) of the Code), the Participant shall be treated as having returned to employment as an Eligible Employee on the day immediately preceding his death for purposes of determining the Participant's vested interest in his Accrued Benefit and his Beneficiary's eligibility for a survivor benefit under the Plan. Notwithstanding any other provision of the Plan to the contrary, the Plan shall not provide for additional accruals for a Participant who dies (or becomes disabled) during his period for qualified military service.

ARTICLE 7.

VESTED TERMINATIONS AND REHIRES

7.1. Vesting

A Participant shall be a Vested Participant when he has completed three or more Years of Service or when he reaches his 65th birthday, whichever is earlier. A Vested Participant shall have a non-forfeitable right to his Accrued Benefit except that such Accrued Benefit shall be forfeited in case of death of the Participant unless his or her spouse is eligible for the Surviving Spouse Benefit.

Notwithstanding the above, effective from June 1, 1994 through March 31, 1995, a Participant employed by a business unit of the Company which is divested, either by a sale of stock or assets, shall be a Vested Participant if he or she is actively employed by the business unit on the effective date of the divestiture.

Notwithstanding the above, a Participant who is an Employee on January 1, 2007 shall be a Vested Participant on such date.

7.2. Amendment to Vesting Schedule

Notwithstanding any other provision of the Plan to the contrary if there is an amendment to the to the vesting schedule applicable to a Participant's Accrued Benefit because the Employer adopts an amendment to the Plan that directly or indirectly affects the computation of a Participant's vested interest in his Accrued Benefit, the following special rules shall apply:

(a) In no event shall a Participant's vested interest in his Accrued Benefit as of the later of (1) the effective date of such amendment or (2) the date such amendment is adopted, be less than his vested interest in his Accrued Benefit immediately prior to such date.

(b) In no event shall a Participant's vested interest in his Accrued Benefit as of the later of (1) the effective date of such amendment or (2) the date such amendment is adopted, be determined on and after the effective date of such amendment under a vesting schedule that is more restrictive than the vesting schedule applicable to such Accrued Benefit immediately prior to the effective date of such amendment.

(c) Any Participant with three (3) or more Years of Service shall have the right to have his vested interest in his Accrued Benefit (including amounts accrued following the effective date of such amendment) continue to be determined under the vesting provisions in effect prior to the amendment rather than under the new vesting provisions, unless the vested interest of the Participant in his Accrued Benefit under the Plan as amended is not at any time less than such vested interest determined without regard to the amendment. A Participant shall exercise his right under this Section by giving written notice of his exercise thereof to the Plan

Administrator within sixty (60) days after the latest of (1) the date he receives notice of the amendment from the Plan Administrator, (2) the effective date of the amendment, or (3) the date the amendment is adopted.

7.3. Vested Terminations

(a) Commencement of Benefits

Any Vested Participant who terminates employment before age 55 or age 50, if applicable shall have a vested Accrued Benefit, based upon his Benefit Service at the date of such termination. Such vested Accrued Benefit shall be payable in accordance with this Plan on the first of any month on or after the Participant leaves active employment with any Affiliated Companies and reaches age 55 or age 50, if applicable, which month the Participant may select upon written application to the Plan Administrator.

If written application is not received by the Plan Administrator prior to the Participant's attainment of age 70-l/2, the Participant will be deemed to have elected that benefit payments begin as of the April 1 of the year following the year in which the Participant attains age 70-1/2, in the Normal Form of benefit.

(b) Reemployment

If a terminated Vested Participant is subsequently re-employed as an Eligible Employee prior to his having elected to commence benefits, he shall accrue additional Accrued Benefit as provided in Article 3. At the time of termination after the rehire, the Participant's Accrued Benefit shall be recalculated for the Participant's entire period of Benefit Service. However, his or her benefit shall never be less than the Accrued Benefit as of the date of the prior termination of employment.

(c) Definition of "Terminate"

As used in this Article 7, "terminate" shall mean leaving the active employment of the Company or any Affiliated Company for any reason other than an authorized leave of absence.

7.4. Suspension of Participation

In the event a Vested Participant is transferred to a position within the Company or the Affiliated Companies so that he is no longer eligible for participation under this Plan, his participation in this Plan shall be suspended. In that event no further Benefit Service under this Plan shall accrue on behalf of such transferred Vested Participant until he again qualifies under the requirements for participation in this Plan.

7.5. Re-employed Retired Participant

In the event a retired Employee is subsequently re-employed by the Company or an Affiliated Company and is scheduled to work more than 8 days per month, any monthly benefit he is then receiving shall be suspended and a notice provided to the Employee in accordance with Suspension of Pension Benefit Rules and Regulations found in Section 2530.203-3 of the Code of Federal Regulations. During the period of re-employment as an Eligible Employee, he or she shall be eligible to accrue Benefit Service under the then current provisions of the Plan. At the time of subsequent termination of employment the monthly benefit shall be recalculated for all years of service, but in no event shall be less than the previously suspended monthly benefit. If a Participant is employed by the Company on his or her Normal Retirement Date, his or her benefit shall be suspended under this Section 7.5 until termination of employment.

7.6. Terminated Non-Vested Employee

A Participant who has no vested interest in his or her Accrued Benefit upon termination of employment shall be deemed to have received a distribution of his or her entire vested Accrued Benefit of zero dollars as of the date of his termination of employment.

7.7. Special Vesting Rule

To assure no loss of vesting service due to the change to the elapsed time method of calculating service, if an individual is actively employed and a Participant in the Plan on December 31, 1994 and subsequently terminates employment with four but less than five years of vesting service, the Participant will be vested if he or she terminates employment on or after June 15 of the year of termination.

ARTICLE 8.

ADMINISTRATION

8.1. Fiduciary Responsibilities

Except as otherwise provided by ERISA, the Fiduciaries shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the trust agreements. In general the Company shall have the sole responsibility for making the contributions necessary to provide benefits under the Plan. The Company shall have the sole responsibility for the administration of the Plan. Each Fiduciary shall give directions, furnish information, and take actions only in accordance with the provisions of the Plan and the trust agreements. To the extent that the Plan or trust agreement allocates certain duties to a Fiduciary, other Fiduciaries may rely upon any such direction, information or action of that Fiduciary as being proper under this Plan or the trust agreements, and is not required under this Plan or trust agreements to inquire into the propriety of any such direction, information or action, in the absence of any knowledge to the contrary. It is intended under this Plan and the trust agreements that each Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the trust agreements and shall not be responsible for any act or failure to act of another Fiduciary except to the extent otherwise provided by ERISA. No Fiduciary guarantees the Pension Fund in any manner against investment loss or depreciation in asset value.

8.2. Named Fiduciary for Investments

The Company shall be the "named fiduciary" under ERISA with respect to the investment, reinvestment and administration of the assets of the Plan. The Company may delegate its authority to administer the investment of the assets of the Plan (other than trustee responsibilities to the extent that such delegation would be limited by law). The Company shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to appoint and remove Trustees and Investment Managers;

(b) to fix the compensation of such Trustees and Investment Managers,

(c) to enter into and amend trust agreements and other agreements relating to the management and custody of Plan assets;

(d) to allocate and reallocate Plan assets among Trustees, Investment Managers, insurance companies and others consistent with any governing documents and legal requirements;

(e) to effect transfer of assets from one funding medium or vehicle to another;

(f) to make investments for each trust, account or other funding vehicle either directly or through Trustees, Investment Managers or others; and

(g) to issue investment directions and guidelines to Investment Managers, Trustees and others consistent with this Plan and the documents and requirements governing any trust, account or other funding vehicle and where applicable, any associated asset management agreement.

8.3. Named Fiduciary for Administration

The Company shall be the "named fiduciary" under ERISA with respect to the operation and administration of the Plan, other than the investment, reinvestment and administration of the assets of the Plan. The Company shall also be the Plan Administrator and may further delegate such administrative responsibilities as it deems appropriate to additional administrators.

8.4. Appeal Procedure

The Plan Administrator or its delegate shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

8.5. Authority of Plan Administrator

The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued

thereunder relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan, notifications to Participants, annual reports to the Department of Labor, and reports to PBGC.

8.6. Duties of Plan Administrator

The Plan Administrator or any of its delegates shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary;

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of the Pension Fund from the Trustee; and

(h) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel.

The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for a pension under the Plan.

The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant or beneficiary, the Company, the legal counsel of the Company, the actuary or the Trustee.

8.7. Right of Company to Terminate Employment

Nothing contained in the Plan shall be deemed to give an Employee the right to be retained in the Company's employment, or to interfere with the Company's right to terminate the employment of any Employee at any time.

8.8. Qualified Domestic Relations Orders

Notwithstanding any Plan provisions to the contrary, benefits under the Plan may be paid to someone other than the Participant, Beneficiary or joint annuitant, pursuant to a Qualified Domestic Relations Order, in accordance with Section 414(p) of the Code. A Qualified Domestic Relations Order is a judgment, decree, or order ("Order") (including approval of a property settlement agreement) that:

(a) relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of a Participant;

(b) is made pursuant to a state domestic relations law (including a community property law);

(c) creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a Participant under the Plan;

(d) specifies the name and last known address of the Participant and each alternate payee;

(e) specifies the amount or method of determining the amount of benefit payable to an alternate payee;

(f) specifies the number of payments or period during which payments are to be made;

(g) names each plan to which the Order applies;

(h) does not require any form, type or amount of benefit not otherwise provided under the Plan;

(i) does not conflict with a prior Domestic Relations Order that meets the requirements of this Section.

Payments of a portion of a Participant's Basic Monthly Benefit to an alternate payee pursuant to a Qualified Domestic Relations Order may commence at the earliest date on which a Participant is eligible to elect an Early Retirement Benefit as if the Participant retired on such earliest date, regardless of whether the Participant continues working after that date, and shall be made in the form of a Single Life Annuity, calculated using the PensionPlus Actuarial Assumptions in Section 3.4(b), using the alternate payee's date of birth, unless otherwise specified in the Qualified Domestic Relations Order. If the

present value of the Basic Monthly Benefit payable to an alternate payee is less than $25,000, calculated using the PensionPlus Actuarial Assumptions, the alternate payee may elect to receive the benefit as an immediate lump sum payment of such present value amount.

Payment of a portion of a Participant's PensionPlus Benefit to an alternate payee pursuant to a Qualified Domestic Relations Order may commence at any time after approval of the Order, regardless of whether the Participant continues working after that date, and shall be made either in the form of a Single Life Annuity or a lump sum payment.

The Plan Administrator shall determine whether an Order meets the requirements of this Section within a reasonable period after receiving an Order. The Plan Administrator shall notify the Participant and any alternate payee that an Order has been received and with respect to benefits which are in pay status shall establish a separate account under the Plan for any alternate payee pending determination that an Order meets the requirements of this Section. If within eighteen months after such separate account is established the Order has not been determined to be a qualified Order, the amount in the separate account shall be distributed to the individual who would have been entitled to such amount if there had been no Order.

8.9. Consistency With State/Federal Legislation

The Plan shall be construed, regulated and administered under the laws of the State of Georgia except to the extent such laws have been superseded by Federal law.

The Plan shall be consistent with federal legislation and, if any provisions shall be found to be inconsistent with such legislation, the Plan shall be amended to correct this deficiency.

Effective on and after February 1, 2011, any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

8.10. Expenses

All reasonable expenses which are necessary to operate and administer the Plan may be deducted from the Pension Fund or, at the election of the Company, paid directly by the Company.

8.11. Liability of Fiduciaries

(a) Limitations of Liability of the Company and Others

No Participant shall have any claim against the Company, or against its directors, officers, members, agents or representatives, for any benefits under the Plan, and such benefits shall be payable solely from the Pension Fund; nor, to the extent

permitted by law, shall the Company, or its directors, officers, members, agents or representatives incur any liability to any person for any action taken or suffered or omitted to be taken by them under the Plan in good faith.

(b) Indemnification of Fiduciaries

In order to facilitate the recruitment of competent fiduciaries, the Company agrees to provide the indemnification as described herein. This provision shall apply to Employees who are considered Plan fiduciaries including without limitation, any agents, officers, directors or Employees. Notwithstanding the preceding, this provision shall not apply and indemnification will not be provided for any Trustee or Investment Manager appointed as provided in this Plan.

(c) Scope of Indemnification

The Employer agrees to indemnify an Employee fiduciary as described above for all acts taken in good faith in carrying out his or her responsibilities under the terms of this Plan or other responsibilities imposed upon such fiduciary by ERISA. This indemnification for all acts is intentionally broad but shall not provide indemnification for embezzlement or diversion of Plan assets for the benefit of the Employee fiduciary. The Employer agrees to indemnify Employee fiduciaries described herein for all expenses of defending an action by a Participant, Beneficiary or government entity, including all legal fees for counsel selected with the consent of the Employer and other costs of such defense. The Employer will also reimburse an Employee fiduciary for any monetary recovery in any court or arbitration proceeding. In addition, if the claim is settled out of court with the concurrence of the Employer, the Employer will indemnify an Employee fiduciary for any monetary liability under said settlement. The Employer shall have the right, but not the obligation to conduct the defense of such persons in any proceeding to which this Subsection (c) applies. The Employer may satisfy its obligations under this Subsection (c) in whole or in part through the purchase of a policy or polices of insurance providing equivalent protection.

8.12. Adoption by Affiliated Companies

Any United States Affiliated Company may, with the consent of the Board, adopt the Plan for the exclusive benefit of its employees eligible to participate thereunder. Any such Affiliated Company which has so adopted the Plan shall be listed in Appendix A and shall be considered the "Company" for purposes other than Articles 8 (Administration) and 10 (Amendment, Suspension or Discontinuance). Any such Affiliated Company may terminate its participation in the Plan at any time by a resolution of its board of directors. The Board may terminate the participation of an Affiliated Company at any time by resolution.

8.13. Merger of Other Defined Benefit Plans Into the Plan

The Board may authorize the merger of another qualified defined benefit plan sponsored by the Company with the Plan. Plans which have merged with this Plan are identified in Appendix H. The provisions of this Plan document apply to Employees who participated in the plans listed in Appendix H as follows:

(a) Plans Identical to This Plan

Participants in plans which were identical to this Plan at the time the plans merged will be covered by the provisions of this Plan document on and after the date of the merger with no modifications, as if the other plan and this Plan had continuously been one plan. Benefits for a participant in the other plan who terminates employment either prior to or after the date of the merger will be determined by the terms of the plan document for this Plan as in effect on the date of termination of employment.

(b) Plans Not Identical to This Plan With Active Participants

Participants in a plan which is not identical to this Plan at the time the plan merges into this Plan will be covered by the provisions of this Plan document on and after the date of the merger, modified as described in the applicable Schedule attached hereto. Benefits for a participant in the other plan who terminates employment prior to the date of the merger will be determined by the terms of the plan document for the other plan as in effect at the time of termination of employment. Plan provisions which apply to Participants after termination of employment (such as the claims procedure described in Section 8.4 Appeal Procedure and the procedures applicable to domestic relations orders described in Section 8.8 Qualified Domestic Relations Orders) will be determined by the provisions of this Plan document after merger of the plans.

(c) Plans Not Identical to This Plan With No Active Participants

When a plan with no active participants merges with this Plan, benefits for participants in the other plan will be determined by the terms of the plan document for the other plan in effect at the time of termination of employment. Plan provisions which apply to Participants after termination of employment (such as the claims procedure described in Section 8.4 Appeal Procedure and the procedures applicable to domestic relations orders (Section 8.8 Qualified Domestic Relations Orders) will be determined by the provisions of this Plan document after merger of the plans. No Schedules are attached to this Plan with respect to such merged plans, because benefit determinations are made solely on the basis of the plan documents in effect prior to the merger.

(d) Plan Changes Required by Law

With respect to plans which merged with this Plan, amendments made to this Plan document which are required by changes in federal law, including without

limitation amendments to the Internal Revenue Code, the Employee Retirement Income Security Act, the Age Discrimination in Employment Act and regulations or rulings issued pursuant thereto, shall also modify the plan provisions of the merged plan, as of the applicable effective date set forth in this Plan document.

8.14. Limitations on Assignments

Benefits under the Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. The interest of a Participant in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process, except as provided in Section 8.8 Qualified Domestic Relations Orders, or otherwise permitted by law.

ARTICLE 9.

PLAN FINANCING

9.1. General

The benefits provided by the Plan shall be discharged from moneys contributed in the past by the Company and moneys contributed hereafter by the Company under the Plan, which shall be held in trust in the Pension Fund.

9.2. Contributions

The Company agrees, subject to Article 10 Amendment, Suspension or Discontinuance to make annual contributions to the Pension Fund in such amounts and at such times as determined by the Plan Administrator in accordance with the funding method and policy to be established by the Plan Administrator. No Employee may make contributions to the Plan. The benefits of the Plan shall be only such as can be provided by the assets of the Pension Fund and there shall be no liability or obligation on the part of the Company to make any further contributions to the Pension Fund in event of termination of the Plan. No liability for the payment of benefits under the Plan shall be imposed upon the Company, the officers, directors, or stockholders of the Company, except for those liabilities which may be imposed by the PBGC under applicable law.

Forfeitures arising from severance of employment, death, or for any other reason shall not be applied to increase the benefits any Participant would otherwise receive under the Plan at any time prior to the complete discontinuance of the Company's contributions. Amounts arising from such forfeitures shall be used to reduce the Company's contributions hereunder.

9.3. Return of Contributions

At no time prior to the satisfaction of all liabilities under the Plan to Participants, joint annuitants and beneficiaries shall any part of the corpus or income of the Pension Fund be used for or diverted to any other purposes than for their exclusive benefit.

Notwithstanding anything herein before to the contrary, a contribution which:

(a) was made under a mistake of fact, or

(b) was conditioned upon deduction of the contribution under Section 404 of the Code and such deduction is disallowed,

shall be returned to the Company within one year after the payment of the contribution or the disallowance of the deduction (to the extent disallowed), whichever is applicable.

9.4. Exclusive Benefit

Except as otherwise provided in Sections 9.3 Return of Contributions and 10.3 Distribution of Fund on Termination assets of the Pension Fund including investment income, shall be held for the exclusive benefit of the Participants and their beneficiaries, shall be used to pay benefits to such persons or to pay administration expenses to the extent not paid by the Company, and shall not revert or inure to the benefit of the Company prior to satisfaction of liabilities with respect to the Participants.

9.5. Deductible Contribution

Notwithstanding anything herein to the contrary, any contribution by the Company to the Pension Fund is conditioned upon the deductibility of the contribution by the Company under the Code and, to the extent any such deduction is disallowed, the Company may within one year following final determination of the disallowance, demand repayment of such disallowed contribution and the Trustee shall return such contribution less any losses attributable thereto to the Company within one year following the disallowance.

ARTICLE 10.

AMENDMENT, SUSPENSION OR DISCONTINUANCE

10.1. Amendment or Termination

It is the Company's intention that this Plan will continue indefinitely. However, the Company reserves the right, in its sole and absolute discretion, to amend, modify, terminate or partially terminate this Plan at any time, and from time to time, for any reason without the consent of any other person, by a resolution of the Board or by any Committee of the Board or person to whom the Board has delegated authority to take such action.

10.2. Termination of Plan

The termination of the Plan shall not cause or permit any part of the Pension Fund to be diverted to purposes other than for the exclusive benefit of the Participants, or cause or permit any portion of the Pension Fund to revert to or become the property of the Company at any time prior to the satisfaction of all liabilities with respect to the Participants.

Upon termination of this Plan, the Plan Administrator shall continue to act for the purpose of complying with the preceding paragraph and shall have all power necessary or convenient to the winding up and dissolution of the Plan as herein provided. While so acting the Plan Administrator shall be in the same status and position with respect to other persons as if the Plan remained in existence.

10.3. Distribution of Fund on Termination

(a) If the Plan is terminated or partially terminated, the rights of all affected Participants to benefits accrued to the date of such termination or partial termination to the extent then funded shall be vested. Upon a termination of the Plan, Plan assets will be distributed as prescribed in Section 4044(a) of ERISA.

(b) Notwithstanding the above limitations as set forth in Section 4044(a) of ERISA, the following limitations will apply if they would result in a greater amount of Company contributions to be used for the benefit of a restricted Participant:

(1) In the case of a substantial owner (as defined in Section 4022(b)(5) of ERISA), a dollar amount which equals the present value of the benefit guaranteed for such Participant under Section 4022 of ERISA, or if the Plan has not terminated, the present value of the benefit that would be guaranteed if the Plan terminated on the date the benefit commences, determined in accordance with regulations of the PBGC; and

(2) In the case of any other restricted Participants, a dollar amount which equals the present value of the maximum benefit described in Section 4022(b)(3) of ERISA (determined on the earlier of the date the Plan

terminates or the date benefits commence, and determined in accordance with regulations of PBGC) without regard to any other limitations in Section 4022 of ERISA.

(c) When the Pension Fund has been so allocated, the Plan Administrator shall determine whether

(1) to continue the Pension Fund in operation as the source of payment in whatever amount the moneys so allocated to the Participants or former Participants will provide, or

(2) to liquidate the Pension Fund and direct the application thereof for the purchase of immediate or deferred annuities of whatever moneys so allocated to Participants or former Participants will provide; subject however to the requirements established by the PBGC.

(d) In the event there is any remaining balance in the Pension Fund after making a provision deemed adequate for the full amount of benefits heretofore specified as payable in the case of termination of the Plan, such remaining balance shall be returned to the Company.

10.4. Mergers and Consolidations of Plans

If in the event it becomes necessary for the Plan to merge or consolidate with, or transfer its assets or liabilities to any other plan, each Participant in the Plan will be entitled (as if the Plan then terminated) to receive immediately after such merger, consolidation, or transfer, a benefit which is equal to or greater than the benefit, he would have been entitled to receive immediately before such merger, consolidation, or transfer (as if the Plan had then terminated).

ARTICLE 11.

RESTRICTED GROUP LIMITATIONS

11.1. General Rule

In the event the Plan terminates, the benefit of any highly compensated employee (and any highly compensated former employee) shall be limited to a benefit that is nondiscriminatory under Section 401(a)(4) of the Code.

11.2. Limit on Annual Payments

Annual payments to an Employee in the "Restricted Group" (as defined below) are restricted to an amount equal to the payments that would be made on behalf of the Employee under a single life annuity that is Actuarially Equivalent to the sum of the Employee's Accrued Benefit and the Employee's other benefits under the Plan. This restriction will not apply if:

(a) After payment to an Employee in the Restricted Group of all "Benefits" (as defined below), the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Section 412(1)(7) of the Code, or

(b) The value of the Benefits for an Employee in the Restricted Group is less than 1% (one percent) of the value of current liabilities.

11.3. Definitions

(a) The Restricted Group consists of the twenty-five highest-paid current and former Highly Compensated Employees (as defined in Section 414(q) of the Code, or all current and former Highly Compensated Employees if less than twenty-five.

(b) Benefit means any periodic income, any withdrawal values payable to a living employee, and any death benefits not provided for by insurance on the Employee's life.

11.4. Regulatory Authority

This Article 11 is intended to comply with Section 1.401(a)(4)-5(b) of the Treasury Regulations, and shall be superseded to the extent any provision of such regulation in final form conflicts with the limitations stated herein.

ARTICLE 12.

MAXIMUM ANNUAL BENEFIT

12.1. Definitions

For purposes of this Article 12, the following terms have the following meanings.

(a) An "affiliated employer" means any corporation or business, other than the Company, which would be aggregated with the Company for a relevant purpose under Section 414 of the Code as modified by Section 415(h) of the Code.

(b) A Participant's "aggregate annual retirement benefit" means the sum of his or her "annual retirement benefit" under the Plan and his or her "annual retirement benefit", if any, under any and all other "defined benefit plans" (whether or not terminated) maintained by the Company, any "affiliated employer", or a "predecessor employer" that are required to be aggregated with the Plan in accordance with the provisions of Section 1.415(f)-1 of the Treasury Regulations.

For purposes of applying the "defined benefit compensation limitation", a Participant's "aggregate annual retirement benefit" shall exclude any benefits accrued by the Participant under a multiemployer plan. For purposes of applying the "defined benefit dollar limitation", a Participant's "aggregate annual retirement benefit" shall exclude benefits accrued by the Participant under a multiemployer plan, except to the extent such benefits are provided by the Company (or an "affiliated employer").

(c) A Participant's "annual retirement benefit" means the amount of retirement benefit attributable to Company contributions which is payable to him annually under the Plan adjusted to the actuarially equivalent straight life annuity form using the factors prescribed in the following paragraphs if such benefit is to be paid in a manner other than to the Participant for his or her life only. A Participant's "annual retirement benefit" includes Social Security supplements described in Section 411(a)(9) of the Code and benefits transferred from another "defined benefit plan", other than transfers of distributable benefits pursuant to Section 1.411(d)-4, Q&A-3(c) of the Treasury Regulations, but shall not include benefits attributable to a Participant's "employee contributions."

For purposes of determining a Participant's "annual retirement benefit", the following shall apply:

(1) If payment is to be made in a form other than to the Participant for his or her life only, and such form is not subject to the requirements of Section 417(e)(3) of the Code, the actuarially equivalent straight life annuity shall be the greater of (i) the annual amount of the straight life annuity, if any, payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of payment or (ii) the annual amount of the straight life annuity commencing at the same Annuity

Starting Date that has the same actuarially equivalent present value as the Participant's form of payment computed using the "applicable mortality table" and an interest rate of 5 percent.

(2) If payment is to be made to the Participant in a form that is subject to the requirements of Section 417(e)(3) of the Code, the actuarially equivalent straight life annuity form shall be the annual amount of the straight life annuity commencing on the same Annuity Starting Date that has the same actuarially equivalent present value as the Participant's form of payment determined using the following, whichever provides the greatest annual amount: (i) the interest rate and mortality table used under the Plan for purposes of determining actuarial equivalence of such optional form of benefit; (ii) the "applicable mortality table" and an interest rate of 5.5 percent; or (iii) the "applicable mortality table" and the "417(e) interest rate" determined as of the fifth calendar month preceding the calendar quarter in which the distribution is made, divided by 1.05. For purposes of this subparagraph (2), the "417(e) interest rate" means the applicable interest rate as defined in Section 417(e) of the Code (with the transition rule as provided in Section 417(e)(3)(D) of the Code for Plan Years beginning in 2011).

(3) A form of payment is not subject to the requirements of Section 417(e)(3) of the Code if the form of payment is either (i) a nondecreasing annuity (other than a straight life annuity) payable for a period not less than the life of the Participant (or in the case of a Surviving Spouse Benefit (or other preretirement surviving spouse pension), the life of the Participant's surviving spouse) or (ii) an annuity that decreases during the life of the Participant merely because of (A) the death of the Participant's beneficiary under a joint and survivor annuity, but only if the reduction is not below 50 percent of the benefit payable before the death of the beneficiary or (B) cessation or reduction of Social Security supplements or qualified disability payments, as defined in Section 411(a)(9) of the Code.

(4) No actuarial adjustment shall be made hereunder for (i) survivor benefits payable to a surviving spouse under a qualified joint and surviving spouse annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form, (ii) benefits that are not directly related to retirement benefits (such as qualified disability benefits, preretirement incidental death benefits, and post-retirement medical benefits), or (iii) the inclusion in the form of payment of an automatic benefit increase feature, provided that (A) the form of payment is not subject to Section 417(e)(3) of the Code and would otherwise satisfy the limitations of this Article and (B) the Plan provides that the amount payable under the form of payment in any "limitation year" shall not exceed the limits of this Article applicable as of the Annuity Starting Date, increased in subsequent years pursuant to Section 415(d) of the Code. For purposes of this clause (iii), an automatic benefit increase feature is

included in a form of payment if the form of payment provides for automatic, periodic increases to benefits paid in that form.

(5) If a Participant has or will have distributions commencing at more than one Annuity Starting Date, the "annual retirement benefit" shall be determined as of each Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing as of other Annuity Starting Dates. For purposes of this paragraph (5), the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Section 1.401(a)-20, Q&A 10(d) of the Treasury Regulations, but with regard to Sections 1.415(b)-1(b)(1)(iii)(B) and (C) of the Treasury Regulations.

(d) The "applicable mortality table" means the table prescribed by the Secretary of the Treasury as the applicable mortality table under Section 417(e)(3) of the Code.

(e) "Defined benefit plan" and "defined contribution plan" have the meanings given such terms in Section 415(k) of the Code.

(f) "Defined benefit compensation limitation" means 100 percent of a Participant's average "415 compensation" for his or her high three consecutive calendar years of service. In the case of a Participant who has fewer than 10 years of service with the employer, the "defined benefit compensation limitation" shall be multiplied by a fraction, (1) the numerator of which is the number of years (or part thereof, but not less than one) of service with the employer and (2) the denominator of which is 10. For purposes of this subsection (f), a Participant is credited with a "year of service" (computed to fractional years) equal to the Years of Service (or other service used for determining vesting) with which he or she would have been credited under the Plan, taking into account service with the Company, any "affiliated employer", or a "predecessor employer." Notwithstanding the foregoing, a Participant shall be credited with a year of service for each year (or fraction of a year) during which he or she is absent from employment because of permanent and total disability, as defined in Section 22(e)(3) of the Code.

(g) "Defined benefit dollar limitation" means $195,000, as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary of the Treasury shall prescribe, and payable in the form of a straight life annuity. A limitation adjusted under Section 415(d) of the Code will apply to "limitation years" ending with or within the calendar year for which the adjustment applies.

The "defined benefit dollar limitation" shall be adjusted as follows:

(1) If the Participant has fewer than 10 years of participation in the Plan, the "defined benefit dollar limitation" shall be multiplied by a fraction, (i) the

numerator of which is the number of years (or part thereof, but not less than one) of participation in the Plan and (ii) the denominator of which is 10. For purposes of this paragraph (1), a Participant is credited with a "year of participation" (computed to fractional years) for each year (or fraction of a year) of Benefit Service with which he or she is credited under the Plan, provided that he or she is included as a Participant under the eligibility provisions of the Plan for at least one day of each such year (or fraction of a year). Notwithstanding the foregoing, a Participant shall be credited with a year of participation for each year (or fraction of a year) during which he or she is absent from employment because of permanent and total disability, as defined in Section 22(e)(3) of the Code. No more than one year of participation shall be credited for any 12 consecutive month period or service computation period, as applicable.

(2) If the benefit of a Participant begins prior to age 62, the "defined benefit dollar limitation" applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the Participant's Annuity Starting Date that is:

(i) If the Plan does not provide an immediately commencing straight life annuity payable at both age 62 and the Participant's age at his or her Annuity Starting Date, the actuarial equivalent of the "defined benefit dollar limitation" (adjusted under (1) above, if required) determined using the "applicable mortality table" (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and an interest rate of 5 percent.

(ii) If the Plan does provide an immediately commencing straight life annuity payable at both age 62 and the Participant's age at his or her Annuity Starting Date, the lesser of: (A) the amount determined under (i) above or (B) the "defined benefit dollar limitation" (adjusted under (1) above, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's pension commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

Any decrease in the "defined benefit dollar limitation" determined in accordance with this paragraph (2) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. For this purpose, no forfeiture is treated as occuring upon the Participant's death if the Plan does not charge Participants for providing Surviving Spouse Benefit (or other preretirement surviving spouse pension) coverage.

(3) If the benefit of a Participant begins after the Participant attains age 65, the "defined benefit dollar limitation" applicable to the Participant at the later age is an annual benefit payable in the form of a straight life annuity beginning at the Annuity Starting Date that is:

(i) If the Plan does not provide an immediately commencing straight life annuity payable at both age 65 and the Participant's age at his or her Annuity Starting Date, the actuarial equivalent of the "defined benefit dollar limitation" (adjusted under (1) above, if required) determined using the "applicable mortality table" (expressing the Participant's age based on completed calendar months as of the Annuity Starting Date) and an interest rate of 5 percent.

(ii) If the Plan does provide an immediately commencing straight life annuity payable at both age 65 and the Participant's age at his or her Annuity Starting Date, the lesser of: (A) the amount determined under (i) above or (B) the "defined benefit dollar limitation" (adjusted under (1) above, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. The adjusted immediately commencing straight life annuity at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant computed disregarding accruals after age 65, but including actuarial adjustments even if those adjustments are used to offset accruals and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable to a hypothetical Participant who is age 65 and has the same Accrued Benefit as the Participant.

Any adjustment to the "defined benefit dollar limitation" determined in accordance with this paragraph (3) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account. For this purpose, no forfeiture is treated as occuring upon the Participant's death if the Plan does not charge Participants for providing Surviving Spouse Benefit (or other preretirement surviving spouse pension) coverage.

(h) A Participant's "415 compensation" with respect to a limitation year means the Participant's wages, salary for professional service, and other amounts for personal services actually rendered in the course of employment with the Company or any other "affiliated employer" (including, but not limited to,

commissions paid salesman, compensation for services on the basis of a percentage of profits, and bonuses). The "415 compensation" is that which is actually paid for the limitation year; provided, however, that 415 compensation shall (i) include any amount which is contributed or deferred by the Company or any other "affiliated employer" at the election of the Participant and which is not includible in the gross income of the Participant by reason of Section 125, 132(f), or 457 of the Code and any elective deferral (as defined in Section 402(g)(3) of the Code) contributed or deferred by the Company or any other "affiliated employer" at the election of the Participant; (ii) amounts paid by the Company or an "affiliated employer" to a Participant who is not performing services for the Company or "affiliated employer" due to qualified military service (within the meaning of Section 414(u)(1) of the Code) to the extent such amounts do not exceed the amounts the Participant would have received if he or she had continued in employment with the Company or "affiliated employer"; and (iii) amounts received by a Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code).

If a Participant has a severance of employment (as defined in Section 1.415(a)-1(f)(5) of the Treasury Regulations) with the Company and all "affiliated employers", "415 compensation" does not include amounts received by the Participant following such severance of employment except amounts paid before the later of (1) the close of the "limitation year" in which the Participant's employment terminates or (2) within 2 ½ months of such severance if such amounts:

(i) would otherwise have been paid to the Participant in the course of his or her employment and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation;

(ii) are payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his or her employment had continued and such amounts would have been includable in "415 compensation" if his or her employment had continued; or

(iii) are received by the Participant pursuant to a non-qualified, unfunded deferred compensation plan, but only if the Participant would have received such payments at the same time if he or she had continued in employment and only to the extent the payments are includable in the Participant's gross income.

For purposes of this subsection, a Participant will not be considered to have incurred a severance from employment if his or her new employer continues to maintain the Plan with respect to such Participant.

In no event, however, shall the compensation of a Participant taken into account under the Plan for any limitation year exceed the Section 401(a)(17) of the Code limit in effect for such limitation year ($245,000 for the limitation year beginning in 2011), subject to adjustment annually as provided in Section 401(a)(17)(B) of the Code and Section 415(d) of the Code. The limit described in this paragraph shall be applied annually to "415 compensation" earned in such limitation year and "415 compensation" for a limitation year shall not increase as a result of an increase in the Section 401(a)(17) of the Code limit applicable to a future limitation year.

To be included in a Participant's "415 compensation" for a particular limitation year, an amount must have been received by the Participant (or would have been received, but for the Participant's election under Section 125, 132(f)(4), 401(k), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i), or 457 of the Code) within such limitation year. Notwithstanding the foregoing, amounts earned during a particular limitation year that are not paid until the subsequent limitation year because of the timing of pay periods and pay dates, are included in "415 compensation" for the limitation year in which they were earned if (1) the amounts are paid within the first few weeks of the next limitation year, (2) are included on a uniform and consistent basis with respect to similarly-situated employees, and (3) are not also included as "415 compensation" in the subsequent limitation year.

(i) The "limitation year" means the calendar year.

(j) A "predecessor employer" means (1) any former employer with respect to which the Company or "affiliated employer" maintains a plan that provides benefits that the Participant accrued while performing services for such other employer or (2) a former entity that antedates the Company or an "affiliated employer" if under the facts and circumstances the Company or "affiliated employer" constitutes a continuation of all or a part of the trade or business of the former entity.

12.2. Maximum Limitation on Annual Benefits

The "aggregate annual retirement benefit" accrued or payable to a Participant may not at any time within any "limitation year" exceed the lesser of the "defined benefit compensation limitation" or the "defined benefit dollar limitation"; provided, however, that the "aggregate annual retirement benefit" accrued or payable to a Participant shall be deemed not to exceed such limits if:

(a) The "aggregate annual retirement benefit" payable for a "limitation year" under any available form of payment does not exceed $10,000 multiplied by a fraction, the numerator of which is the Participant's number of years of service (as defined above with respect to the "defined benefit compensation limitations"), not to exceed 10 years of service, and the denominator of which is 10; and

(b) The Company, all "affiliated employers", and any "predecessor employer" have not at any time maintained a separate "defined contribution plan" in which the Participant participated.

12.3. Grandfathered Prior Benefits

Notwithstanding any other provision of this Article to the contrary, in no event will application of the limits contained in this Article reduce the "aggregate annual retirement benefit" accrued or payable to a Participant below the "aggregate annual retirement benefit" accrued or payable to the Participant as of the end of the last "limitation year" beginning before July 1, 2007 under the provisions of the Plan adopted and in effect before April 5, 2007, provided that such provisions satisfied the requirements of Section 415 of the Code and the regulations and published guidance issued thereunder in effect as of the end of the last "limitation year" beginning before July 1, 2007, as provided in Section 1.415(a)-1(g)(4) of the Treasury Regulations.

12.4. Manner of Reduction

If a Participant's "annual retirement benefit" that would otherwise accrue or be payable for a "limitation year" would exceed the limitations specified in this Article, his or her "annual retirement benefit" accrued or payable for such "limitation year" shall be reduced to the extent necessary. If a Participant is also covered by another "defined benefit plan" required to be aggregated with the Plan under Section 1.415(f)-1 of the Treasury Regulations and his or her "aggregate annual retirement benefit" that would otherwise accrue or be payable for a "limitation year" would exceed the limitations of this Section, his or her "annual retirement benefit" accrued or payable for such "limitation year" shall be reduced by an amount equal to the amount by which his or her "aggregate annual retirement benefit" for such "limitation year" would exceed the limitations of this Section multiplied by a fraction, the numerator of which is his or her "annual retirement benefit" (determined without regard to this Section) and the denominator of which is his or her "aggregate annual retirement benefit" (determined without regard to the limitations of this Section or any corresponding limitation in any other "defined benefit plan" maintained by the Company, any "affiliated employer," or any predecessor employer").

If the limitations contained in this Article are nevertheless exceeded with respect to a Participant for any "limitation year," correction shall be made in accordance with the Employee Plans Compliance Resolution System or any superseding guidance.

ARTICLE 13.

TOP HEAVY PROVISIONS

13.1. Top Heavy Plan

The Plan shall be considered to be top heavy if, as of the applicable determination date, either (a) the aggregate of the present value of the accrued benefits under the Plan for all Participants who are key employees (as defined in Section 416(i)(I) of the Code) exceeds sixty percent (60%) of the aggregate of the present value of the accrued benefits under the Plan for all Participants (the "60% test") or (2) the Plan is part of a required aggregation group, defined as (1) each tax qualified plan of the employer in which at least one key employee participates and (2) any other tax qualified plan of the employer which enables a plan described in Subsection (1) to meet the requirements of Sections 401(a)(4) and 410 of the Code and the required aggregation group is top-heavy (within the meaning of Section 416(g)(2)(B) of the Code).

The determination and valuation dates for determining whether the Plan is top-heavy with respect to a particular Plan Year shall be the last day of the preceding Plan Year; provided, however, that for the first Plan Year of the Plan, the valuation and determination dates shall be the last day of that year. All tax qualified plans of the employer (including all employers aggregated under Sections 414(b), (c) or (m) of the Code) in which at least one key employee participates during the Plan Year, , must be aggregated in testing whether the Plan is top-heavy. In addition, the employer shall be permitted to aggregate qualified plans which, when considered as a group with the required aggregated group, would continue to satisfy the requirements of Sections 401(a)(4) or 410 of the Code in determining whether the Plan is top-heavy. Notwithstanding the results of the 60 percent test, if the Plan is part of a required or permissive aggregation group which is not top-heavy, the Plan shall not be considered to be top-heavy.

For purposes of determining if the Plan is top-heavy, the term "employer" shall mean the Company and any entity required to be aggregated with the Company pursuant to Section 414(b), (c) or (m) of the Code; provided that for purposes of Section 416(i)(1)(A) of the Code, ownership percentages shall be determined with respect to each entity that would otherwise be aggregated under Section 414(b), (c) or (m) of the Code.

Solely for the purpose of determining if the Plan, or any other plan included in a required aggregation group of which the Plan is a part, is top-heavy, the accrued benefit of an Employee other than a key employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all plans maintained by the Company and Affiliated Companies, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional accrual rate of Section 411(b)(1)(C) of the Code.

13.2. Provisions of Top-Heavy Plan

If, for any Plan Year, the Plan is determined to be top-heavy pursuant to Section 13.1 then, notwithstanding any other provisions of the Plan to the contrary, the following provisions shall apply for that Plan Year:

(a) Vested Benefit

A Participant shall be a Vested Participant when he has completed three or more Years of Service or when he reaches his or her 65th birthday, whichever is earlier.

(b) Minimum Allocations

In no event shall the Accrued Benefit, if any, for a Plan Year for each Participant who is a non-key employee as defined in Section 416(i)(2) of the Code, when expressed as a benefit payable annually in the form of a Single Life Annuity beginning at the Normal Retirement Age, be less than two percent (2%) of the average of such Participant's highest 5 consecutive years of Compensation for each Year of Service, but in no event greater than 20% of such average annual Compensation. For purposes of this Paragraph, Years of Service shall mean total Years of Service except any such years shall not be taken into account if the Plan was not a top-heavy plan for any Plan Year ending during such Year of Vesting Service, or such Year of Service was completed in a Plan Year beginning before January 1, 1984.

The NCR Pension Plan, as amended and restated herein, is adopted by the Company.

IN WITNESS WHEREOF, the Company has caused this Plan to be duly executed on this 27 day of JANUARY, 2011.

NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President, Human Resources

APPENDIX A

LISTING OF SUBSIDIARY COMPANIES THAT HAVE ADOPTED THE PLAN

	Beginning	Ending
NCR Customer Services, Inc. (formerly NCR A TM Services, Inc.)	August 29, 1983	August 19, 1994
NCR Comten Inc.	October 23, 1979	June 30, 1991
NCR Credit Corporation	November 14, 1979	December 31, 1994
NCR International, Inc. (formerly AT&T Global Information Solutions International, Inc. and NCR Overseas Ventures, Inc.)	October 14, 1980	December 31, 2007
NCR Telecommunications Services Inc. (formerly NCR Resources, Inc.)	August 28, 1980	October 7, 1986
Teradata Corporation	February 28, 1980	April 18, 1995
Share Base Corporation	February 28, 1992	December 21, 1994
Compusist, Inc.	August 16, 1994	December 28, 1995
NCR Government Systems LLC (formerly NCR Government Systems Corporation)	January 2, 1997	December 11, 2003
NCR Texas LLC	January 1, 2004	December 31, 2007

APPENDIX B

LISTING OF ELIGIBLE EMPLOYEES

The following Employee groups became eligible to participate in the Plan as of the dates noted because the Employee groups became ineligible to participate in other qualified defined benefit plans sponsored by the Company:

(1) Effective May 1, 1986, an hourly employee of the Company's Food Service Department based in Dayton, Ohio, the Company's Real Estate Division at Project 73, and the Company's Headquarters Services at Moraine Farm or Hawthorne Hill, other than such employees represented by the UAW who, prior to May 1, 1986, had been a participant in Plan 006, The Retirement Plan for Non-Management Employees of NCR Corporation; or

(2) Effective May 1, 1986, an hourly or salaried employee of the Company's Worldwide Service Parts Center at Peachtree City, Georgia, who is not represented by a collective bargaining unit and who, prior to May 1, 1986, had been a participant in Plan 031, The Retirement Plan for Non-Exempt Employees of the Worldwide Service Parts Center of NCR Corporation; or

(3) Effective July 24, 1987, an hourly employee of the Company's Worldwide Service Parts Center at Peachtree City, Georgia, who prior to decertification on July 24, 1987, had been represented by IBT Local 528 and who had been a participant in Plan 031, The Retirement Plan for Non-Exempt Employees of the Worldwide Service Parts Center of NCR Corporation.

The following Employee groups became eligible to participate in the Plan as of the date noted because the qualified defined benefit plan sponsored by the Company in which they were participating merged with the Plan. Some of these groups of Employees are subject to modifications of Plan provisions described in Schedules attached hereto, as noted:

(1) Effective January 1, 1986, Employees who, prior to January 1, 1986, were participants in Plan 003, The Retirement Plan for Field and Non-Exempt Home Office Employees of the United States Group of NCR Corporation. No Plan modifications apply.

(2) Effective January 1, 1986, Employees who, prior to January 1, 1986, were participants in Plan 041, The Retirement Plan for Salaried Employees of the Lake Mary, Florida Manufacturing Facility of NCR Corporation. No Plan modifications apply.

(3) Effective January 1, 1986, Employees who, prior to January I, 1986, were participants in Plan 045, The Retirement Plan for Exempt Employees of the Mountain View, California, Micrographics Systems Division of NCR Corporation. No Plan modifications apply.

(4) Effective January 1, 1986, Employees who, prior to January 1, 1986, were participants in Plan 049, The Retirement Plan for Salaried Employees of NCR Corporation (NCR Comten, Inc.). No Plan modifications apply.

(5) Effective January 1, 1986, non-exempt Employees of Comten, Inc., including those who, prior to January 1, 1986, were participants in Plan 048, The Retirement Plan for Non-Exempt Employees of NCR Corporation (NCR Comten, Inc.). Effective June 30, 1991, this plan had no active participants. Benefits for participants with an Hour of Service between January 1, 1986 and June 30, 1991 are described in Schedule 1 of the January 1, 1993 restatement of this Plan.

(6) Effective July 1, 1990, non-exempt Employees at the Columbia, South Carolina manufacturing facility, including those who, prior to July 1, 1990, were participants in Plan 027, The Retirement Plan for Non-Exempt Employees of the Columbia, South Carolina Manufacturing Facility of NCR Corporation. Effective January 1, 1995, no Plan modifications apply. Benefits for Participants with an Hour of Service between July 1, 1990 and December 31, 1994 are described in Schedule 2 of the January 1, 1993 restatement of this Plan.

(7) Effective January 1, 1991, non-exempt Employees at the Ogden, Utah Systemedia plant, including those who, prior to January 1, 1992, were Participants in Plan 029, The Retirement Plan for Non-Exempt Employees of the Ogden, Utah Systemedia Plan of NCR Corporation, subject to the modifications in Schedule 1.

(8) Effective July 1, 1990, non-exempt Employees at the Microelectronics Operation at Colorado Springs, Colorado, including those who, prior to July 1, 1990, were participants in Plan 042, The Retirement Plan for Non-Exempt Employees of the Microelectronics Operation of NCR Corporation at Colorado Springs, Colorado. Effective January 1, 1995, no Plan modifications apply. Effective May 15, 1995, this plan had no active Participants. Benefits for Participants with an Hour of Service between July 1, 1990 and December 31, 1994 are described in Schedule 4 of the January 1, 1993 restatement of this Plan.

(9) Effective July 1, 1990, non-exempt Employees at the Fort Collins, Colorado manufacturing facility, including those who, prior to July 1, 1990, were participants in Plan 047, The Retirement Plan for Non-Exempt Employees of the Fort Collins, Colorado Manufacturing Facility of NCR Corporation. Effective January 1, 1995, no Plan modifications apply. Effective May 15, 1995, this plan had no active Participants. Benefits for Participants with an Hour of Service between July 1, 1990 and December 31, 1994 are described in Schedule 5 of the January 1, 1993 restatement of this Plan.

(10) Effective September 30, 1992, non-exempt Employees at the Clemson, South Carolina manufacturing facility, including those who, prior to September 30, 1992, were participants in Plan 050, The Retirement Plan for Non-Exempt Employees of the Clemson, South Carolina Manufacturing Facility of NCR Corporation. Effective January 1, 1995, no Plan modifications apply. Effective

December 31, 1995, this plan had no active Participants. Benefits for Participants with an Hour of Service between September 30, 1992 and December 31, 1994 are described in Schedule 6 of the January 1, 1993 restatement of this Plan.

(11) Effective July 1, 1990, former Employees who are participants in Plan 023, The Retirement Plan for Non-Exempt Employees of West Salem, Wisconsin Systemedia Plant of NCR Corporation, a plan with no active participants.

(12) Effective July 1, 1990, former Employees who are participants in Plan 031, The Retirement Plan for Non-Exempt Employees of the Worldwide Service Parts Center of NCR Corporation, a plan with no active participants.

(13) Effective July 1, 1990, former Employees who are participants in Plan 046, The Retirement Plan for Non-Exempt Employees of the Mountain View, California Micrographic Systems Division of NCR Corporation, a plan with no active participants.

(14) Effective November 1, 1993, former non-exempt Employees at the Humboldt, Tennessee Systemedia Plant, including those who, prior to November 1, 1993, were participants in Plan 018, The Retirement Plan for Non-Exempt Employees of the Humboldt, Tennessee Systemedia Plant of NCR Corporation, subject to the modifications in Schedule 1.

(15) Effective April 1, 1994, Employees of Applied Digital Data Systems, Inc., including those who, prior to April 1, 1994, were participants in the Applied Digital Data Systems, Inc. Pension Plan (Plan 002). Effective December 31, 1994, this Plan had no active Participants. Benefits for Participants with an Hour of Service between April 1, 1994 and December 31, 1994 are described in Schedule 8 of the January 1, 1993 restatement of this Plan.

(16) Effective December 31, 1994, former non-exempt Employees at the San Diego, California Data Processing and Special Systems Division, including those who, prior to December 31, 1994, were participants in Plan 004, The Retirement Plan for Non-Exempt Employees of the San Diego, California Data Processing and Special Systems Division of NCR. Effective January 1, 1995, no Plan modifications apply. Benefits for Participants with an Hour of Service between January 1, 1988 and December 31, 1994 are described in Schedule 9 of the January 1, 1993 restatement of this Plan.

(17) Effective December 31, 1994, former Employees who were participants in The Retirement Plan for Non-Management Employees NCR (Plan 006). Effective January 1, 1995, no Plan modifications apply. Effective January 13, 1995, this Plan had no active Participants. Benefits for Participants with an Hour of Service between January 1, 1993 and December 31, 1994 are described in Schedule 10 of the January 1, 1993 restatement of this Plan.

(18) Effective December 31, 1994, former Employees who are participants in The Retirement Plan for Exempt Employees of the Cambridge, Ohio Manufacturing Facility of NCR (Plan 020), a Plan with no active Participants.

(19) Effective December 31, 1994, former Employees who are participants in The Retirement Plan for Hourly Employees of the Lake Mary, Florida Manufacturing Facility of NCR (Plan 040), a plan with no active participants.

(20) Effective December 31, 1995, former Employees who are participants in The Retirement Plan for Non-Exempt Employees of the Peterborough, New Hampshire Systemedia Plant of NCR (Plan 030), a plan with no active participants.

(21) Effective December 31, 1995, former Employees who are participants in The Retirement Plan for Non-Exempt Employees of the Corbin, Kentucky Systemedia Plant of NCR (Plan 039), a plan with no active participants.

(22) Effective December 31, 1995, former Employees who are participants in The Retirement Plan for Non-Exempt Employees of the Viroqua, Wisconsin Systemedia Plant of NCR, a plan with no active participants, subject to the modifications in Schedule 1.

(23) Effective November 15, 1996, non-exempt Employees at the Arlington, Texas Systemedia plant, including those who, prior to November 15, 1996, were Participants in Plan 011, The Retirement Plan for Non-Exempt Employees of the Arlington, Texas Systemedia Plan of NCR Corporation, subject to the modifications in Schedule 1.

(24) Effective November 15, 1996, non-exempt Employees at the Brea, California Systemedia plant, including those who, prior to November 15, 1996, were Participants in Plan 014, The Retirement Plan for Non-Exempt Employees of the Brea, California Systemedia Plan of NCR Corporation, subject to the modifications in Schedule 1.

(25) Effective November 15, 1996, non-exempt Employees at the Morristown, Tennessee Systemedia plant, including those who, prior to November 15, 1996, were Participants in Plan 015, The Retirement Plan for Non-Exempt Employees of the Morristown, Tennessee Systemedia Plan of NCR Corporation, subject to the modifications in Schedule 1.

(26) Effective November 15, 1996, non-exempt Employees at the Mount Joy, Pennsylvania Systemedia plant, including those who, prior to November 15, 1996, were Participants in Plan 016, The Retirement Plan for Non-Exempt Employees of the Mount Joy, Pennsylvania Systemedia Plan of NCR Corporation, subject to the modifications in Schedule 1.

(27) Effective November 15, Employees in Dayton, Ohio represented by UAW Local 1616, subject to the modifications in Schedule 8. This Plan as modified by

Schedule 8 shall constitute the Retirement Plan for Employees of NCR Corporation at Dayton, Ohio Represented by the UAW Local 1616.

(28) Effective November 15, 1996, former Employees who are participants in The Retirement Plan for Non-Exempt Employees of the Ithaca, New York Manufacturing Facility of NCR, a plan with no active participants.

(29) Effective November 15, 1996, former Employees who are participants in The Retirement Plan for Hourly Employees at the Wichita, Kansas Manufacturing Facility of NCR, a plan with no active participants.

APPENDIX C

TABLE 1
Joint and 50% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at one-half the rate after his death during the remaining lifetime of such spouse.

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
70	96.0	95.6	95.1	94.6	94.1	93.5	92.8	92.1	91.3	90.4	89.5	88.5	87.4	86.3	85.1	83.9
69	95.6	95.2	94.7	94.2	93.6	93.0	92.3	91.5	90.7	89.8	88.8	87.8	86.7	85.5	84.3	83.0
68	95.3	94.8	94.3	93.7	93.1	92.4	91.7	90.9	90.0	89.1	88.1	87.0	85.9	84.7	83.4	82.1
67	94.9	94.4	93.9	93.3	92.6	91.9	91.1	90.3	89.4	88.4	87.4	86.3	85.1	83.9	82.6	81.2
66	94.6	94.0	93.5	92.8	92.1	91.4	90.6	89.7	88.8	87.7	86.7	85.5	84.3	83.0	81.7	80.3
65	94.2	93.6	93.0	92.4	91.6	90.8	90.0	89.1	88.1	87.1	86.0	84.8	83.5	82.2	80.9	79.5
64	93.8	93.2	92.6	91.9	91.1	90.3	89.4	88.5	87.5	86.4	85.2	84.0	82.7	81.4	80.0	78.6
63	93.5	92.8	92.1	91.4	90.6	89.7	88.8	87.9	86.8	85.7	84.5	83.3	82.0	80.6	79.2	77.8
62	93.0	92.3	91.6	90.9	90.1	89.2	88.3	87.2	86.2	85.0	83.8	82.6	81.2	79.9	78.4	76.9
61	92.6	91.9	91.1	90.4	89.5	88.6	87.7	86.6	85.5	84.4	83.1	81.8	80.5	79.1	77.6	76.2
60	92.1	91.4	90.7	89.9	89.0	88.1	87.1	86.0	84.9	83.7	82.5	81.1	79.8	78.3	76.9	75.4
59	91.7	91.0	90.2	89.4	88.5	87.5	86.5	85.4	84.2	83.1	81.8	80.4	79.1	77.6	76.1	74.6
58	91.3	90.5	89.7	88.9	88.0	87.0	85.9	84.8	83.7	82.4	81.1	79.8	78.4	76.9	75.4	73.9
57	90.8	90.0	89.3	88.4	87.4	86.4	85.4	84.2	83.1	81.8	80.5	79.1	77.7	76.2	74.7	73.2
56	90.4	89.6	88.7	87.9	86.9	85.9	84.8	83.7	82.5	81.2	79.9	78.5	77.0	75.6	74.0	72.5
55	90.0	89.1	88.3	87.3	86.4	85.4	84.3	83.1	81.9	80.6	79.3	77.9	76.4	74.9	73.4	71.8
54	89.6	88.7	87.8	87.0	85.9	84.8	83.7	82.5	81.3	80.0	78.7	77.3	75.8	74.3	72.8	71.2
53	89.1	88.3	87.4	86.4	85.4	84.3	83.2	82.0	80.8	79.5	78.1	76.7	75.2	73.7	72.2	70.6
52	88.7	87.9	86.9	86.0	84.9	83.8	82.7	81.5	80.2	78.9	77.5	76.1	74.6	73.1	71.6	70.0
51	88.3	87.4	86.5	85.5	84.5	83.4	82.2	81.0	79.7	78.4	77.0	75.6	74.1	72.6	71.0	69.5
50	87.9	87.0	86.1	85.1	84.0	82.9	81.7	80.5	79.2	77.9	76.5	75.1	73.6	72.1	70.5	68.9

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX C

TABLE 2
Joint and 75% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at three-fourths the rate after his death during the remaining lifetime of such spouse.

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
70	94.1	93.5	92.8	92.1	91.3	90.5	89.6	88.5	87.5	86.3	85.0	83.7	82.3	80.8	79.3	17.7
69	93.6	93.0	92.3	91.5	90.7	89.8	88.8	87.8	86.6	85.4	84.1	82.7	81.2	79.7	78.1	76.5
68	93.1	92.4	91.7	90.9	90.0	89.1	88.0	86.9	85.8	84.5	83.1	81.7	80.2	78.6	77.0	75.4
67	92.6	91.9	91.1	90.3	89.3	88.3	87.3	86.1	84.9	83.6	82.2	80.7	79.2	77.6	75.9	74.2
66	92.1	91.3	90.5	89.6	88.7	87.6	86.5	85.3	84.0	82.7	81.2	79.7	78.2	76.5	74.9	73.1
65	91.5	90.7	89.9	89.0	88.0	86.9	85.7	84.5	83.2	81.8	80.3	78.8	77.2	75.5	73.8	72.1
64	91.0	90.1	90.1	89.3	88.3	87.2	86.1	84.9	83.7	82.3	80.9	79.3	77.8	76.2	74.5	72.8
63	90.4	89.5	88.6	87.6	86.5	85.3	84.1	82.8	81.5	80.0	78.5	76.9	75.2	73.5	71.8	70.0
62	89.8	88.9	88.0	86.9	85.8	84.6	83.4	82.0	80.6	79.1	17.6	75.9	74.3	72.5	70.8	69.0
61	89.2	88.3	87.3	86.2	85.1	83.9	82.6	81.2	79.8	78.3	76.7	75.0	73.3	71.6	69.8	68.0
60	88.7	87.7	86.7	85.6	84.4	83.1	81.8	80.4	78.9	77.4	75.8	74.1	72.4	70.7	68.9	67.1
59	88.1	87.1	86.0	84.9	83.7	82.4	81.0	79.6	78.1	76.6	75.0	73.3	71.6	69.8	68.0	66.2
58	87.5	86.4	85.4	84.2	82.9	81.7	80.3	78.8	77.3	75.8	74.1	72.4	70.7	69.0	67.2	65.4
57	86.9	85.8	84.7	83.5	82.3	80.9	79.5	78.1	76.6	75.0	73.3	71.6	69.9	68.1	66.3	64.5
56	86.3	85.2	84.1	82.9	81.6	80.2	78.8	17.3	75.8	74.2	72.6	70.8	69.1	67.3	65.5	63.7
55	85.7	84.6	83.4	82.2	80.9	79.5	78.1	76.6	75.1	73.5	71.8	70.1	68.3	66.6	64.8	63.0
54	85.1	84.0	82.8	81.6	80.2	78.9	77.4	75.9	74.4	72.7	71.1	69.4	67.6	65.8	64.1	62.3
53	84.5	83.4	82.2	80.9	79.6	78.2	76.8	75.2	73.7	72.1	70.4	68.7	66.9	65.1	63.4	61.6
52	84.0	82.8	81.6	80.3	79.0	17.6	76.1	74.6	73.0	71.4	69.7	68.0	66.2	64.5	62.7	60.9
51	83.4	82.3	81.0	79.7	78.4	76.9	75.5	74.0	72.4	70.7	69.0	67.3	65.6	63.8	62.1	60.3
50	82.9	81.7	80.5	79.1	17.8	76.3	74.9	73.3	71.6	70.0	68.4	66.7	65.0	63.2	61.5	59.7

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX C

TABLE 3
Joint and 100% Survivor

This table shows the percentage of the Basic Monthly Benefit payable to the Participant and continuing to his surviving spouse at the same rate after his death during the remaining lifetime of such spouse.

Age of Surviving Spouse	Age of Employee															
	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
70	92.3	91.5	90.7	89.8	88.8	87.7	86.5	85.3	83.9	82.5	81.0	79.4	77.7	75.9	74.1	72.3
69	91.7	90.9	90.0	89.0	88.0	86.8	85.6	84.3	82.9	81.4	79.8	78.2	76.5	74.7	72.8	70.9
68	91.0	90.2	89.2	88.2	87.1	85.9	84.7	83.3	81.9	80.3	78.7	77.0	75.2	73A	71.5	69.6
67	90.4	89.5	88.5	87A	86.3	85.0	83.7	82.3	80.8	79.2	77.6	75.8	74.0	72.2	70.3	68.4
66	89.7	88.7	87.7	86.6	85.4	84.1	82.8	81.3	79.8	78.2	76.5	74.7	72.9	71.0	69.1	67.1
65	89.0	88.0	86.9	85.8	84.6	83.2	81.8	80.3	78.8	77.1	75.4	73.6	71.7	69.8	67.9	65.9
64	88.3	87.3	86.2	84.9	83.6	82.3	80.9	79.3	77.7	76.0	74.3	72.4	70.6	68.7	66.7	64.7
63	87.6	86.5	85A	84.1	82.8	81.4	79.9	78.4	76.7	75.0	73.2	71.4	69.5	67.5	65.6	63.6
62	86.9	85.8	84.6	83.3	81.9	80.5	79.0	77.4	75.7	74.0	72.2	70.3	68.4	66.5	64.5	62.5
61	86.2	85.0	83.8	82.5	81.1	79.6	78.0	76.4	74.7	73.0	71.1	69.3	67.4	65.4	63.5	61.5
60	85.4	84.2	83.0	81.6	80.2	78.7	77.1	75.5	73.7	72.0	70.1	68.3	66.3	64.4	62.4	60.5
59	84.7	83.5	82.8	80.8	79.3	77.8	76.2	74.6	72.8	71.0	69.2	67.3	65.4	63.4	61.5	59.5
58	84.0	82.7	81.4	80.0	78.5	76.9	75.3	73.7	71.9	70.1	68.2	66.3	64.4	62.5	60.5	58.6
57	83.2	82.0	80.6	79.2	77.7	76.1	74.5	72.8	71.0	69.2	67.3	65.4	63.5	61.6	59.6	57.7
56	82.5	81.2	79.8	78.4	76.9	75.3	73.6	71.9	70.2	68.3	66.5	64.6	62.7	60.7	58.8	56.9
55	81.8	80.5	79.1	77.6	76.1	74.5	72.8	71.1	69.3	67.5	65.6	63.7	61.8	59.9	58.0	56.1
54	81.1	79.7	78.3	76.8	75.3	73.7	72.0	70.3	68.5	66.7	64.8	62.9	61.0	59.1	57.2	55.3
53	80.4	79.0	77.6	76.1	74.5	72.9	71.2	69.5	67.7	65.9	64.1	62.2	60.3	58.4	56.5	54.6
52	79.7	78.3	76.9	75.4	73.8	72.2	70.5	68.8	67.0	65.2	63.3	61.4	59.5	57.7	55.8	53.9
51	79.1	77.7	76.2	74.7	73.1	71.5	69.8	68.0	66.3	64.5	62.6	60.7	58.9	57.0	55.1	53.2
50	78.4	77.0	75.5	74.0	72.4	70.8	69.1	67.4	65.6	83.8	61.9	60.1	58.2	56.3	54.5	52.6

An interpolation shall be made for the age of the employee on the basis of full years and months as of the date of retirement.

Age for the spouse of the employee shall be rounded to the nearest even age in full years as of the date of the employee's retirement.

Factors for other ages are available upon request.

APPENDIX D

SUPPLEMENTAL PENSION NO. 1

A Supplemental Monthly Benefit shall be payable in the amount of $1.00 for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee who:

(1) retired prior to September 1, 1967,

(2) was age 55 or older at the time of his retirement or other termination of employment, and

(3) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after December 31, 1968 (or deemed payable in accordance with the foregoing) and shall terminate with the last monthly payment preceding the employee's death, regardless of the form of the benefit otherwise payable hereunder. In no event shall an employee's Supplemental Monthly Benefit exceed an amount which, when added to his Basic Monthly Benefit, equals the Basic Monthly Benefit payable hereunder to an employee retiring after December 31, 1968, with the same number of years of Credited Service.

APPENDIX D

SUPPLEMENTAL PENSION NO. 2

A Supplemental Monthly Benefit shall be payable in the amount of $1.00 or to a benefit level of $5.50, whichever is greater, for each year of Credited Service, including proportionate credit for each full month of any fractional part of a year to each former employee, or the Joint Annuitant of a deceased former employee, who

(1) retired prior to July 1, 1975,

(2) was age 55 or older at the time of his retirement or other termination of employment, or was terminated between the ages of 50 and 55 and subsequently retired within the 5 years limit, and

(3) was either eligible for retirement income under this Plan or would have been so entitled had the Plan been in effect at the time of his retirement or termination of employment.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after June 30, 1975 for those retirees receiving a pension payment on January 1, 1976. Based on conditions at the time of retirement, such Supplemental Monthly benefit shall be reduced for Optional Early Retirement and/or a Joint and Survivor Annuity election using the factors applicable to the election as set forth in the Pension Plan in effect on June 30, 1975. In no event shall the increased benefit, prior to application of any appropriate reduction factor, exceed the July 1, 1975 benefit level of the plan under which the individual retired.

APPENDIX D

SUPPLEMENTAL PENSION NO. 3

A Supplemental Monthly Benefit shall be payable to each former Employee, or the Joint Annuitant of a deceased former Employee, who retired prior to January 1, 1984, and

(1) retired directly from an active status or from disability status, or

(2) terminated employment after reaching the earliest retirement age under the Plan and deferred commencement of monthly pension benefits, or

(3) terminated between January 1, 1974 and January 1, 1976 after reaching age 50 and retired within 5 years of termination, or

(4) qualified for the equivalent Special Pension Supplement Option as defined in Part III of the UAW Pension Plan 026 or equivalent Lump Sum Distribution, elected the voluntary reduction-in-force and later commenced monthly pension benefits, or

(5) died prior to December 1, 1983 while in an active status or disability status after reaching the earliest retirement age under the Plan and whose spouse was eligible for the Pre-Retirement Surviving Spouse Benefit, and

whose benefits are in a pay status on July 1, 1984.

The Supplemental Monthly Benefit shall be equal to .15 or 1% (.0015) times the number of months of retirement prior to January 1, 1984 times the Basic Monthly Benefit being paid as of January 1, 1984, but in no event less than one dollar nor greater than 35% of the Basic Monthly Benefit being paid as of January 1, 1984.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after June 30, 1984.

APPENDIX D

SUPPLEMENTAL PENSION NO. 4

A Supplemental Monthly Benefit shall be payable to each former Employee, or the Joint Annuitant of a deceased former Employee, who retired prior to January 1, 1991, and

(1) retired directly from an active status or from disability status, or

(2) terminated employment after reaching the earliest retirement age under the Plan and deferred commencement of monthly pension benefits, or

(3) terminated between January 1, 1974 and January 1, 1976 after reaching age 50 and retired within 5 years of termination, or

(4) qualified for the equivalent Special Pension Supplement Option as defined in Part III of the UAW Pension Plan 026 or equivalent Lump Sum Distribution, elected the voluntary reduction-in-force and later commenced monthly pension benefits, or

(5) died prior to December 1, 1983 while in an active status or disability status after reaching the earliest retirement age under the Plan and whose spouse was eligible for the Pre-Retirement Surviving Spouse Benefit, and

whose benefits are in a pay status on July 1, 1991.

The Supplemental Monthly Benefit shall be equal to .15 or 1% (.0015) times the number of months on retirement prior to January 1, 1991 times the Basic Monthly Benefit being paid as of April 1, 1991.

The Supplemental Monthly Benefit shall commence with the first Basic Monthly Benefit payable after June 30, 1991.

APPENDIX E

(Reserved)

APPENDIX F

EXPATRIATES ELIGIBLE TO PARTICIPATE

NONE.

APPENDIX G

(Reserved)

APPENDIX H

PLANS MERGED WITH THIS PLAN

(See Section 8.13 Merger of Other Defined Benefit Plans Into the Plan for explanation.)

Plans Identical to This Plan (Covered by Section 8.13(a)):

Plan	Former Number	Date of Merger
The Retirement Plan for Salaried Employees of the Lake Mary, Florida Manufacturing Facility of NCR Corporation	041	1/1/86
The Retirement Plan for Salaried Employees of NCR Corporation (NCR Comten, Inc.)	048	1/1/86
The Retirement Plan for Field and Non-Exempt Home Office Employees of the United States of NCR Corporation	003	1/1/86
The Retirement Plan for Exempt Employees of the Mountain View, California Micrographics Systems Division of NCR Corporation	045	1/1/86

Plans Not Identical to This Plan With Active Participants on Date of Merger (covered by Section 8.13(b)):

The Retirement Plan for Non-Exempt Employee of NCR Corporation (NCR Comten, Inc.)	049 (Inactive 6/30/91) (See Schedule 1 of 1/1/93 Restatement)	1/1/8
The Retirement Plan for Non-Exempt Employees of the Columbia, South Carolina Manufacturing Facility of NCR Corporation	027 (Identical to this Plan, effective 1/1/95) (See Schedule 2 of 1/1/93 Reinstatement for description of benefits 7/1/90 – 12/31/94)	7/1/90
The Retirement Plan for Non-Exempt Employees of the Ogden, Utah Systemedia Plant of NCR Corporation	029 (See Schedule 1)	7/1/90
The Retirement Plan for Non-Exempt Employees of the Clemson, South Carolina Manufacturing Facility of NCR Corporation	029 (See Schedule 1)	7/1/90
The Retirement Plan for Non-Exempt Employees of Microelectronics Operation of NCR Corporation at Colorado Springs, Colorado	042 (Identical to this Plan 1/1/95, Inactive 5/1/95) (See Schedule 4 of 1/1/93 Restatement for description of benefits 7/1/90-12/31/94)	7/1/90
The Retirement Plan for Non-Exempt Employees of the Fort Collins, Colorado Manufacturing Facility of NCR Corporation	047 (See Schedule 1) (Identical to this Plan 1/1/95, Inactive 5/1/95) (See Schedule 4 of 1/1/93 Restatement for description of benefits 7/1/90-12/31/94)	7/1/90

The Retirement Plan for Non-Exempt Employees of the Clemson, South Carolina Manufacturing Facility of NCR Corporation	050 (Identical to this Plan 1/1/95, Inactive 12/31/95) (See Schedule 6 of 1/1/93 Restatement for description of benefits 9/30/92-12/31/95)	9/30/92
The Retirement Plan for Non-Exempt Employees of the Humboldt, Tennessee Systemedia Plant of NCR Corporation	018 (See Schedule 1)	11/1/93
Applied Digital Data Systems, Inc. Pension Plan	002 (Inactive 12/31/94) (See Schedule 8 of 1/1/93 Restatement for description of benefits 4/1/94-12/31/94)	4/1/94
The Retirement Plan for Non-Exempt Employees of the San Diego, California Data Processing and Special Systems Division of NCR	004 (Inactive 1/1/95) (See Schedule 9 of 1/1/93 Restatement for description of benefits 1/1/88-12/31/94)	12/31/94
The Retirement Plan For Non-Management Employees of NCR	019 (Inactive 12/31/94) (See Schedule 8 of 1/1/93 Restatement for description of benefits 4/1/94-12/31/94)	12/31/94
The Retirement Plan for Non-Exempt Employees of the Viroqua, Wisconsin Systemedia Plant of NCR Corporation	017 (See Schedule 31	12/31/95
The Retirement Plan for Non-Exempt Employees of the Arlington, Texas Systemedia Plant of NCR Corporation	011 (See Schedule 1)	11/15/96
The Retirement Plan for Non-Exempt Employees of the Brea, California Systemedia Plant of NCR Corporation	014 (See Schedule 1)	11/15/96

The Retirement Plan for Non-Exempt Employees of the Morristown, Tennessee Systemedia Plant of NCR Corporation	015 (See Schedule 1)	11/15/96
The Retirement Plan for Non-Exempt Employees of the Mount Joy, Pennsylvania Systemedia Plant of NCR Corporation	016 (See Schedule 1)	11/15/96
The Retirement Plan for Employees of NCR Corporation of Dayton, Ohio Represented by the UAW Local 1616	026 (See Schedule 8)	11/15/96
The Retirement Plan for Employees of NCR at Dayton, Ohio Represented by the Independent Union of NCR Corporation Guards	019 (See Schedule 2)	8/1/98

Plans Not Identical to This Plan With No Active Participants (covered by Section 8.13(c)):

The Retirement Plan for Non-Exempt Employees of West Salem, Wisconsin Systemedia Plan of NCR Corporation	023	7/1/90
The Retirement Plan for Non-Exempt Employees of the Mountainview, California Micrographic Systems Division of NCR Corporation	046	7/1/90
The Retirement Plan for Non-Exempt Employees of the Worldwide Service Parts Center of NCR Corporation (Peachtree)	031	7/1/90
The Retirement Plan for Exempt Employees of the Cambridge, Ohio Manufacturing Facility of NCR	020	12/31/94
The Retirement Plan for Hourly Employees of the Lake Mary, Florida	040	12/31/94

Manufacturing Facility of NCR		
The Retirement Plan for Non-Exempt Employees of the Peterborough, New Hampshire Systemedia Plant of NCR	030	12/31/95
The Retirement Plan for Non-Exempt Employees of the Corbin, Kentucky Systemedia Plant of NCR	039	12/31/95
The Retirement Plan for Non-Exempt Employees of the Ithaca, New York Manufacturing Facility of NCR	005	11/15/96
The Retirement Plan for Hourly Employees at the Wichita, Kansas Manufacturing Facility of NCR	028	11/15/96

APPENDIX I

SPECIAL EARLY RETIREMENT ENHANCEMENTS

Effective March 1, 1996, the monthly pension amounts for the following retirees, who are former non-Highly Compensated Employees, shall be increased by the following amounts, to reflect their participation in special early retirement windows offered to similarly situated employees at their business units:

NAME	INCREASE ($/MO.)
ALTHOUSE, DALONE L.	314.47
ANDREWS, SAMUEL L.	45.62
AUFDERHEIDE, AUGUSTINE	190.80
BANGE, DONALD A.	655.45
BAUGH, ROBERT G.	552.76
BEVERLEY, WILLIAM	348.62
BOYER, DONALD	337.63
BRIZIUS, CLARENCE	128.58
BROCKHOUSE, WILLIAM	412.03
BURNETT, ELIZABETH	44.67
CARTER, PAUL R.	112.99
CASHDOLLAR, NORMAN E.	420.55
COULTER, JAMES	284.34
DE LONG, ALVIN	171.38
DE WOLF, GEORGE L.	19.32
DITMER, RICHARD L.	455.05
DONOHUE, JAMES	352.54
DYER, JAMES A.	17.23
ERIKSON, ARVO	70.99
EVANS, WILLIAM O.	197.21
FAHRENBRUCK, ROY	91.05
FAULSTICK, MARY A.	101.23
FILSINGER, DAVID E.	205.11
GANGLE, ANDREW J.	189.75
GEIGER JR., CHESTER L.	182.87
GOLWAY, LOUIS G.	19.92
GOODE WILLIAM	54.55
GRECO, BRUNO F.	124.89
GRILLMEIER, EARL J.	242.05
GUDGEON, ROBERT M.	17.87
GYSIN, WILLIAM G.	252.59
HELDMAN, DELORES E.	70.20
HENTZELL, JOHN	118.40
HILL, WILLIAM W.	144.62
HOGBEN, BERNARD	455.42

JACKSON, JAMES E.	108.76
JANNING, JOHN L.	156.35
KEARNEY, JAMES J.	207.40
KENT, HENRY	197.21
KOELLER, CHARLES W.	412.39
KRUZAN, DAVID	334.53
LEBER, KARL E.	50.01
LEFELD, MARTIN J.	176.22
LILLEHAMER, ARNE M.	448.03
LIPPINCOTT, STACEY S.	186.58
MARVIN, RICHARD	298.74
MASSICCI, RUDOLPH G.	273.81
MCMORROW, HAROLD	65.83
MEIER, BARBARA A.	232.83
MEYHOFER, WALTER	74.47
MILLER, J. D. EMERY	205.50
MILLER, ROY	78.70
MOFF, RICHARD	225.31
MOLEN, THEODORE	305.41
MORGAN, DONALD	490.86
MYERS, ROBERT	313.79
NAGY, CHARLES	49.92
OGLESBEE, RICHARD	339.69
PALMER, MARADA C.	243.58
PATTERSON,CLIFFORD	264.31
PHILLIPS, WILLIAM A.	102.25
PREWITT, HENRY D.	669.48
PUCKETT, ROBERT L.	151.47
PUMMILL, RICHARD H.	639.08
ROSE, DONALD G.	127.71
SCHAEFER, WILLIAM J.	174.74
SCHELLING, ERNEST R.	296.70
SCHMALSTIG, CHARLES	5.76
SEELEY, RODNEY P.	132.72
SEWELL, HAROLD	120.86
SHELING, KEITH E.	201.30
SHIVERDECKER, JAMES	141.75
SILVERS, HOWARD	231.66
SKUTT, ROBERT	143.27
SMITH, HOWARD L.	2.17
SNODGRASS, ROBERT R.	119.84
STOCKTON, GERALD R.	479.59
SWEENEY, LEO M.	7.75
SWEIGART SR., JAMES H.	50.31
TAYLOR, ROBERT L.	223.65
THOMPSON, PHYLLIS J.	133.46

TRZASKA, THEODORE	303.35
WADE, LLEWELLYN	71.61
WALTERS, DONALD	322.02
WASHBURN, CARLIS	58.24
WEAVER, THOMAS	176.55
WILLIAMS, DARRELL	244.04
WILLIAMS, DONALD	140.75

SCHEDULE 1

Grandfathered Benefits For Non-Exempt Employees At Systemedia Plants

Effective June 1, 2002, newly hired or rehired non-exempt employees in Systemedia plants are covered by the terms of the NCR Pension Plan document, i.e., they will not be eligible for a Basic Monthly Benefit, but they will be eligible for a PensionPlus benefit with Account credits of 3% of Compensation. Non-exempt Systemedia plant employees who were employed prior to June 1, 2002, will be eligible for the benefits as in effect for their location prior to June 1, 2002, as described in this Schedule 1, which includes a PensionPlus benefit with Account credits of 1-1/2% of Compensation.

This Schedule 1 modifies Plan provisions to describe the benefits in effect prior to June 1, 2002 for Systemedia non-exempt plant employees, as were previously described in Schedules 1, 2, 3, 4, 5, 6, and 7, and which will continue as grandfathered benefits. This Schedule 1 also includes new benefit levels for the Tempe, Arizona plant, which will implement the grandfathering of benefits for Systemedia non-exempt plant employees who were employed prior to June 1, 2002 and who transfer directly to the Tempe, Arizona plant.

1. Section 3.1 Basic Monthly Benefit and Section 3.2 Guaranteed Benefit are replaced with the following:

3.1 Basic Monthly Benefit

A Vested Participant's Basic Monthly Benefit shall be the amount determined in accordance with this Section 3.1, payable in the form of a Single Life Annuity at Normal Retirement Age.

(a) Amount of Benefit

The amount of Basic Monthly Benefit accrued for each year of Benefit Service shall be an amount determined below including proportionate credit for each 1/10 of any fractional part of a year of Benefit Service.

Brea, California Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$ 9.25	$10.75
B	$10.50	$12.25
C	$11.25	$12.75
D	$12.25	$13.75
E	$14.75	$14.75

Arlington, Texas Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$ 9.25	$15.00
B	$ 9.75	$15.50
C	$12.50	$17.00

Mount Joy, Pennsylvania Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$10.50	$11.50
B	$12.25	$14.50
C	$14.00	$15.00
Viroqua, Wisconsin Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$ 8.00	$ 8.75
B	$ 9.50	$11.50
C	$12.00	$12.50
Morristown, Tennessee Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$11.00	$11.00
B	$11.75	$11.75
C	$13.00	$13.00
Humbolt, Tennessee Systemedia Plant		
Benefit Class	**Office & Technical**	**Production & Maintenance**
A	$10.00	$10.00
B	$10.50	$10.50
C	$11.50	$11.50
Tempe, Arizona Systemedia Plant (For Employees Transferred From Another Systemedia Plant)		
Benefit Level: $17.00		

At retirement the Basic Monthly Benefit applicable shall be determined by the Benefit Class for the Salary Grade of the job classification held by the Employee for the greatest number of calendar days during the 24 months immediately preceding his or her last day worked, except for Employees who transfer to the Tempe, Arizona plant. In that case, the Basic Monthly Benefit will be determined by multiplying the Benefit Service accumulated at the Tempe, Arizona plant by $17, and then adding the Basic Monthly Benefit accrued prior to transfer to the Tempe, Arizona plant.

(b) Reduction for Early Retirement

In the event a Vested Participant retires on an Early Retirement Date, the Basic Monthly Benefit as determined in (a) above shall be reduced in accordance with the following tables by multiplying the Basic Monthly Benefit by the applicable factor:

For the Arlington, Mount Joy, Viroqua, Morristown, and Humboldt Plants:

Age at Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Early Retirement Date
65	100%
64	94%
63	88%
62	82%
61	76%
60	70%
59	64%
58	58%
57	52%
56	46%
55	40%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

For the Brea Plant and the portion of the benefit accrued at the Tempe Plant:

Age at Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Early Retirement Date
62 and over	100.0%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3.2 Termination and Rehire

If the NCR employment of a Participant covered by this Schedule is terminated and the Participant is later rehired after the expiration of any severance pay that the Participant may receive from NCR, the Participant will no longer be covered by the grandfathered benefits described in this Schedule, but for purposes of benefit accrual after rehire will be considered an Employee newly hired or rehired on or after June 1, 2002 as covered by ARTICLE 3 of the plan document. If such Participant is rehired prior to the expiration of any NCR severance pay, the terms of this Schedule shall continue to apply and he or she will not be considered an Employee newly hired or rehired on or after June 1, 2002.

2. Section 3.4, PensionPlus Benefit, shall apply, with Account credits of 1-1/2% of Compensation.

SCHEDULE 2

The Retirement Plan or Employees Of NCR At Dayton, Ohio Represented By The Independent Union Of NCR Corporation Guards

(Former Plan 019, Formerly Schedule 9)

The following modifications of Plan provisions apply to Employees represented by the Independent Union of NCR Corporation Guards who have an Hour of Service on or after August 1, 1998:

1. Section 2.1 Eligibility for Participation is replaced in its entirety with the following:

2.1 Eligibility for Participation

Effective April 1, 2005, no additional Participants will be eligible for benefits under this Schedule 2 to the Plan. Employees who, as of March 31, 2005, were (a) actively employed, (b) participating in the Plan, (c) represented by the Independent Union of NCR Corporation Guards, and (d) less than 40 years of age, shall accrue no additional benefit under the Plan after March 31, 2005. Employees who, as of March 31, 2005, were (a) actively employed, (b) participating in the Plan, (c) represented by the Independent Union of NCR Corporation Guards, and (d) age 40 or older, shall continue to accrue benefits under the Plan as described in this Schedule 2.

For Participants whose benefit accruals cease effective March 31, 2005, the Basic Monthly Benefit shall be calculated using compensation received through December 31, 2004.

2. Section 3.1 Basic Monthly Benefit and Section 3.2 Guaranteed Benefit are replaced with the following:

3.1 Basic Monthly Benefit

A Vested Participant's Basic Monthly Benefit shall be equal to the amount determined in accordance with this Section 3.1 reduced by the total of the amounts set forth in Section 3.2, payable in the form of a Single Life Annuity commencing at Normal Retirement Date.

(a) Amount of Benefit

The amount of Basic Monthly Benefit accrued for each year of Benefit Service shall be an amount determined below including proportionate credit for each 1/10 of any fractional part of a year of Benefit Service.

Effective Date	Benefit Level
3/24/96	$15.10
3/24/99	$16.20
3/25/02	$16.20

At retirement, the applicable Benefit Level shall be the level in effect on the last day of active employment, except that the applicable Benefit Level of a Participant receiving benefits from the Company's long term disability plan who commences a pension from this Plan at age 65 shall be the Benefit Level in effect on the date the Participant attains age 65, multiplied by the years of Benefit Service accumulated to the date the disability was incurred. If a Participant receiving benefits from the Company's long term disability plan commences a pension from this Plan after age 55 but before age 65, the Benefit Level shall be the Benefit Level in effect on the date the Participant last worked prior to the disability, multiplied by the years of Benefit Service accumulated to the date the Disability is incurred and reduced for early retirement in accordance with (b) below.

(b) Reduction for Early Retirement

In the event a Vested Participant retires on an Early Retirement Date, the Basic Monthly Benefit as determined in this Section 3.1 shall be reduced in accordance with the following table by multiplying the Basic Monthly Benefit by the applicable factor:

Age at Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Early Retirement Date
62 and over	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3.2 (Reserved)

3. Section 3.4 PensionPlus Benefit is effective April 1, 2002 for Employees represented by the Independent Union of NCR Corporation Guards (the "Union"), with an Account credit for each month equal to 1-1/2% of Compensation received for that month. (The fourth paragraph of Subparagraph (d), increasing the monthly Account credit to 3% for Employees newly hired after June 1, 2002, shall not apply.) An initial Account credit of $1,300, effective April 1, 2002, shall be made to the Accounts of all active Employees represented by the Union on April 1, 2002.

Other than as stated herein, all other provisions of Section 3.4 shall apply to Employees represented by the Union.

4. The following new section 6.4 is added at the end of Article 6, Death Benefits.

6.4 Death While Receiving Long Term Disability Benefits

If a married Participant dies while receiving benefits from the Company's long term disability plan, the Participant's spouse shall be eligible for the Surviving Spouse Benefit described in this Article 6. If the Surviving Spouse Benefit commences when the Participant would have attained age 65, the benefit will be calculated based on the Benefit Level in effect at that time. If the surviving spouse elects to commence the Surviving Spouse Benefit at or after the date on which the Participant would have attained age 55 but before age 65, the benefit will be calculated based on the Benefit Level in effect at the time the disability was incurred and reduced as provided in Section 3.1(b) Reduction for Early Retirement. In either case, the Surviving Spouse Benefit will be calculated using the years of Benefit Service accumulated by the Participant to the date the disability was incurred.

SCHEDULE 8

The Retirement Plan for Employees of NCR Corporation of Dayton, Ohio Represented by the UAW Local 1616

(Former Plan 026)

The following modifications of Plan provisions apply to Employees represented by UAW Local 1616 who have an Hour of Service on or after November 15, 1996:

1. Section 2.1 Eligibility for Participation is replaced in its entirety with the following:

2.1 Eligibility for Participation

An Eligible Employee shall become a Participant on the first of the month next following the date on which he has met all of the following conditions:

(a) attained the age of 21, and

(b) completed one Year of Service.

2. Section 3.1 (Basic Monthly Benefit) and Section 3.2 (Guaranteed Benefit) are replaced with the following:

3.1 Basic Monthly Benefit

A Vested Participant's Basic Monthly Benefit shall be equal to the amount determined in accordance with this Section 3.1 reduced by the total of the amounts set forth in Section 3.2, payable in the form of a Single Life Annuity commencing at Normal Retirement Date.

(a) Amount of Benefit

The amount of Basic Monthly Benefit accrued for each year of Benefit Service shall be an amount determined below including proportionate credit for each 1/10 of any fractional part of a year of Benefit Service, except that any benefit accrued after a prior termination or Break in Service for Benefit Service that is not forfeited as the result of the prior termination or Break in Service shall be equal to the Basic Monthly Benefit accrued prior to such termination or Break in Service.

Employee Classification

Pay Grade	Benefit Class
1 through 14 1 through 6 (Clerical)	A
Skilled Trades	B

Effective Date	Benefit Level A	B
6/26/95	$15.50	$16.00

A Participant retiring at Normal Retirement Date after receiving Disability Benefits whose last day worked was June 9, 1986 or later, shall be eligible for a Basic Monthly Benefit based on the Benefit Level in effect at Normal Retirement Date. A Participant retiring at Normal Retirement Date after receiving Disability Benefits whose last day worked was June 9, 1986 or before shall be eligible for a Basic Monthly Benefit based on the Benefit Level in effect at Normal Retirement Date for Benefit Class A for all years of Benefit Service.

(b) Reduction for Early Retirement

In the event a Vested Participant retires on an Optional Early Retirement Date, the Basic Monthly Benefit as determined in this Section 3.1 shall be reduced in accordance with the following table by multiplying the Basic Monthly Benefit by the applicable factor:

Age at Optional Early Retirement Date	Percentage of Basic Monthly Benefit which shall be paid commencing at Optional Early Retirement Date
65	100%
64	100%
63	100%
62	100%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

(An adjustment shall be made by straight line interpolation for ages which are not integral.)

3.2 (Reserved)

3. Section 3.10 No Disability Benefit is replaced in its entirety with the following:

3.5 Disability Benefit

(a) Eligibility

A Participant who has completed 10 or more years of Benefit Service and who has not elected Normal or Optional Early Retirement may commence receiving a Disability Benefit as of the first of the month next following the later of the date on which he or she becomes totally and permanently disabled and the date on which he or she ceases to receive temporary disability benefits from any source. "Totally and Permanently Disabled" means that, based on medical evidence satisfactory to the Company, the Participant is permanently prevented from engaging in any occupation or employment for wages or profit as a result of a disability resulting from injury or disease, either occupational or nonoccupational in cause, but excluding disabilities occurring in he service of the armed forces of any country unless the Employee became totally and permanently disabled after accumulating at least 10 years of Benefit Service following separation from service in the armed forces.

The medical evidence submitted to establish Total and Permanent Disability may be the medical examination establishing eligibility for Accident and Sickness Disability benefits under the Employee and Family Group Benefit Plan, Employees of NCR at Dayton, Ohio represented by the UAW, Local 1616 or a different medical examination. The medical examination first establishing that a Permanent and Total Disability exists must be conducted no later than the last day of the calendar month in which occurs the 12 month anniversary date of the first day the Employee was first eligible for Accident and Sickness benefits as a result of the disability.

The results of the medical examination must be submitted no later than the last calendar day of the month in which the 18 month anniversary date of the day when the Employee first received Accident and Sickness benefits as a result of the disability.

(b) Amount of Benefit

The monthly benefit payable to a Participant who qualifies for a Disability Benefit shall be twice the amount determined by multiplying the Participant's Benefit Service times the applicable Benefit Level; provided that the benefit will be one-half such amount for any month for which the Participant receives unreduced Social Security disability benefits.

(c) Commencement of Disability Benefit

Disability Benefits shall commence immediately after the later of (i) the expiration of Weekly Accident and Sickness Benefits or full and Partial Salary Continuation Benefits under the Group Benefits Plan, (ii) the expiration of a

period of twelve consecutive months of absence due to an approved Total and Permanent Disability (successive periods of absence due to the same disability as that for which Total and Permanent Disability is approved and aggregating at least 12 months shall be considered the same as one continuous absence), or
(iii) approval of the claim for Total and Permanent Disability.

(d) Termination of Disability Retirement Benefit

The Disability Retirement Benefit will cease when:

(i) The Participant dies.

(ii) The Participant engages in any regular gainful occupation or employment for wage of profit (except for purposes of rehabilitation approved by the Administrator, or under circumstances determined by the Administrator to be compatible with the finding of total and permanent disability).

(iii) The Administrator determines on the basis of medical examination that the Participant has sufficiently recovered from the disability to return to any regular work for the Company and the Participant refuses an offer of employment by the Company.

(iv) The Participant refuses to undergo a medical examination ordered by the Administrator, provided that the Participant may not be required to undergo a medical examination more often than semi-annually. Any such medical examination shall be performed by an independent medical examiner.

(v) The Participant attains age 65; or, if the Participant commenced Disability Benefits on or after his or her 63rd birthday, when he or she reaches the end of the following period of time:

Age at Which Disability Benefits Began	Maximum Duration of Payment
63 but less than 66	2 years
66 but less than 67	1-3/4 years
67 but less than 68	1-1/2 years
68 but less than 69	1-1/4 years
69 or older	1 year

(e) Eligibility for Normal or Early Retirement

A Participant receiving a Disability Benefit who becomes eligible to commence an Early or Normal Retirement Benefit may elect to terminate the Disability Benefit and commence the Early or Normal Retirement Benefit. If the Participant who is eligible for a Normal Retirement Benefit does not elect to terminate the

Disability Benefit, the Normal Retirement Benefit will commence at the time the Disability Benefit terminates as provided in (d) above.

The Normal Retirement Benefit of a Participant who receives a Disability Benefit shall be determined using the Benefit Level in effect on the date the Participant attains age 65, multiplied by the years of Benefit Service accumulated to the date the Disability is incurred. A Participant may elect, instead of a Normal Retirement Benefit, to retire on the first day of any month after he attains age 55, but before he attains age 65, and instead receive an Optional Early Retirement Benefit equal to the Benefit Level in effect on the date the Participant last worked prior to the Disability multiplied by the years of Benefit Service accumulated to the date the Disability is incurred and reduced for early retirement in accordance with Section 3.1(b) (Reduction for Early Retirement).

(f) Death While Receiving Disability Benefits

If a married Participant dies while receiving Disability Benefits, the Participant's spouse shall be eligible for the Surviving Spouse Benefit described in Article 6, provided that, for deaths occurring prior to January 1, 1994, the Participant did not waive the Surviving Spouse Benefit as provided in Section 6.4 (Waiver of Coverage). If the Surviving Spouse Benefit commences when the Participant would have attained age 65, the benefit will be calculated based on the Benefit Level in effect at such time. If the surviving spouse elects to commence the Surviving Spouse Benefit at or after the date on which the Participant would have attained age 55 but before age 65, the benefit will be calculated based on the Benefit Level in effect at the time the Disability was incurred and reduced as provided in Section 3.2 (Reduction for Early Retirement). In either case, the Surviving Spouse Benefit will be calculated using the years of Benefit Service accumulated by the Participant to the date the Disability was incurred.

4. A new Article 13 is added, as follows:

ARTICLE 13
PENSION SUPPLEMENT

(References in other plans sponsored by the Company to "Part III of the UAW Pension Plan 026" shall now refer to this Article 13.)

13.1 Eligibility

A Participant who as of June 15, 1977 was either actively employed by the Company or on an Authorized Leave of Absence who meets all the following requirements shall be eligible for the benefits described in Sections 13.2 and 13.3 below:

(a) was recalled upon ratification of the 1977 Collective Bargaining Agreement between the Company and UAW Local 1616 and returned to active employment,

(b) was either actively employed by the Company or on an Authorized Leave of Absence on June 28, 1992,

(c) is laid off due to a reduction-in-force during the period June 28, 1992, through June 24,1995,

(d) accumulates at least 25 years of Benefit Service on or before the effective date of layoff occurring before midnight, June 24, 1995,

(e) elects within 30 days after layoff the Pension Supplement Option as defined herein, and

(f) terminates employment as a voluntary reduction-in-force.

13.2 Payment Provisions

Benefits will be payable monthly upon commencement of retirement benefits and continuing through the first of the month preceding the Participant's 62nd birthday, rehire, or death, whichever occurs first.

13.3 Monthly Benefit

The amount of the supplement payable to an eligible Participant shall be $200 per month.

SCHEDULE 11

The following modifications of Plan provisions shall apply only to the individual identified below:

George Jeffreys (Social Security Number 292-36-8778) shall be entitled to receive an Accrued Benefit in the amount of $50.07 per month, payable in the form of a Single Life Annuity commencing on his 65th birthday (June 8, 2007). Such Accrued Benefit shall be paid at the time and in the form determined in accordance with the other provisions of the Plan.

SCHEDULE 12

Change in Control Provisions Contained in the Retirement Plan for Salaried Employees of NCR Corporation

The following modifications of Plan provisions shall apply only to those individuals identified on Exhibit 1 hereto and to those individuals not identified on Exhibit 1 hereto who provide evidence deemed satisfactory by the Plan Administrator that they are entitled to the benefits described in subparagraphs B and C of Exhibit 2 attached hereto ("Change in Control Benefit Participants"):

Change in Control Benefit Participants shall be entitled to the benefits described in subparagraphs B and C of Exhibit 2 attached hereto. A Change in Control Participant's entitlement to such benefits shall not be affected by the Participant's transfer of employment to Teradata Corporation or an affiliate of Teradata Corporation in connection with the spin-off of Teradata Corporation by the Company.

In addition, employees employed at the Company's Systemedia plants in Corbin and Petersborough on the date such plants were closed shall be entitled to the benefits described in subparagraph B 1, 2, and 3(ii) and the benefits described in subparagraph C.

SCHEDULE 12
EXHIBIT 1

NAME	TERM DATE	ORGANIZATION NAME
BADE, MARGARET J	03/12/93	ADDS
BALCHUNAS, TED G	03/12/93	ADDS
BRUCE JR, CLARENCE A	06/21/93	ADDS
FERRARO, JOSEPH S	03/12/93	ADDS
FOX, MICHAEL J	03/12/93	ADDS
KREUTEL, DONALD E	03/12/93	ADDS
MARSZALIK, RICHARD J	03/12/93	ADDS
SCHENK, EDWARD J	12/13/91	ADDS
SPORA, LOUISE A	09/30/92	ADDS
WHITE, ROBIN T	12/6/91	ADDS
ANDERSON, ROBERT H	04/10/93	CCSD COLUMBIA
ARONSON, GEORGE R	12/31/91	CCSD COLUMBIA
ASCHENBRENNER, ROBER	12/31/91	CCSD COLUMBIA
BANTA, ROGER ALLEN	04/23/93	CCSD COLUMBIA
BORAWSKI, G SUZANNE	04/09/93	CCSD COLUMBIA
BOSTRUP, TORE	04/19/93	CCSD COLUMBIA
CARSON, CAROLE	04/09/93	CCSD COLUMBIA
CARTER, RONALD R	12/31/91	CCSD COLUMBIA
CHAPMAN III, THOMAS S	12/31/91	CCSD COLUMBIA
DREMANN, DANIEL H	04/09/93	CCSD COLUMBIA
EVANS, GARY K	04/09/93	CCSD COLUMBIA
FELDMAN, SABRA M	04/09/93	CCSD COLUMBIA
FERRARA, WILLIAM J	12/31/91	CCSD COLUMBIA
GAMBLE, ALICIA E	04/09/93	CCSD COLUMBIA
GARDNER, MARTIN J	04/23/93	CCSD COLUMBIA
GULBRANSON, GARY L	04/09/93	CCSD COLUMBIA
HARRIS, EVERETT K	04/09/93	CCSD COLUMBIA
HARRIS, GEORGE F	04/10/93	CCSD COLUMBIA
HENRY, CAROLYN D	04/09/93	CCSD COLUMBIA
HORN, ROBERT G	04/09/93	CCSD COLUMBIA
HUMPHREY, KENNETH E	04/09/93	CCSD COLUMBIA
JACKSON, CATHERINE B	04/10/93	CCSD COLUMBIA
JANNAKOS, GREGORY P	04/23/93	CCSD COLUMBIA
KEPLER, BRUCE	04/10/93	CCSD COLUMBIA
KLINK, KENNETH B	12/31/91	CCSD COLUMBIA
LEAPHEART, CHERYL F	04/09/93	CCSD COLUMBIA
MCKENNA, DOROTHY A	04/09/93	CCSD COLUMBIA
MERLAND, ROBERT J	12/31/91	CCSD COLUMBIA
MIMS, GERALD E	04/09/93	CCSD COLUMBIA
MULDOWNEY, DANIEL R	12/31/91	CCSD COLUMBIA
NINESTEIN, JANE H	04/23/93	CCSD COLUMBIA
PENNING, DIANA L	04/09/93	CCSD COLUMBIA
PEYTON, JOAN A	12/31/91	CCSD COLUMBIA
PEYTON, JOHN S	12/31/91	CCSD COLUMBIA
PUTNAM, IRWIN J	12/31/91	CCSD COLUMBIA
REESER, LESLEY K	04/10/93	CCSD COLUMBIA
REYNOLDS, JOHN E	04/23/93	CCSD COLUMBIA
ROBSINON, SHERENE A	04/09/93	CCSD COLUMBIA
ROGERS, RICHARD P	04/09/93	CCSD COLUMBIA
ROOT, RONALD R	12/31/91	CCSD COLUMBIA

NAME	TERM DATE	ORGANIZATION NAME
ROWLAND, CONNIE E	12/31/91	CCSD COLUMBIA
SHEALY, G ELLEN	04/09/93	CCSD COLUMBIA
THOMPSON, KEITH M	12/31/91	CCSD COLUMBIA
TOEPPE, TERRANCE L	12/31/91	CCSD COLUMBIA
TOTH, MICHAEL A	04/09/93	CCSD COLUMBIA
TRIM, CAROL ROBBS	04/09/93	CCSD COLUMBIA
VICK, KIMBERLY S	04/09/93	CCSD COLUMBIA
WALKER, JAMES J	09/10/93	CCSD COLUMBIA
WHITTIER, WILLIAM C	12/31/91	CCSD COLUMBIA
FORTENER, DONALD A	04/16/93	CONTROLLERS DIV
BOWER, EDWARD T	06/30/93	CORP TAXES
BODROV, DANIEL D	06/11/93	CORP-ADE BUSINESS UNIT
HOLLINGSWORTH, FRANK	04/10/92	CORP-ADE BUSINESS UNIT
HULLINGER, HARLAN L	09/10/93	CORP-ADE BUSINESS UNIT
NIDZIEKO, WALTER S	06/11/93	CORP-ADE BUSINESS UNIT
STEPP, ROXETTA R	05/29/92	CORP-ADE BUSINESS UNIT
BOOHER, CRESSENCE A	11/20/92	CORP-ADM SERVICES
ROBINSON, LESLIE L	01/10/92	CORP-CUSTOMER SERVICE DIV
ACKER, RICHARD F	01/24/92	CORP-CUSTOMER SVC DIV
BREWER, LEON B	11/20/92	CORP-CUSTOMER SVC DIV
CARY JR, EMERY P	01/03/92	CORP-CUSTOMER SVC DIV
CASSONI, ANTHONY D	01/24/92	CORP-CUSTOMER SVC DIV
COLBY, RICHARD L	02/28/92	CORP-CUSTOMER SVC DIV
DUTTON, GERALD D	01/03/92	CORP-CUSTOMER SVC DIV
FUNKE, DONALD S	01/31/92	CORP-CUSTOMER SVC DIV
KELLY, JAMES E	01/24/92	CORP-CUSTOMER SVC DIV
LEIKER, CHARLES A	01/03/92	CORP-CUSTOMER SVC DIV
RICHARDSON, THOMAS W	01/03/92	CORP-CUSTOMER SVC DIV
RIFFEY, HUBERT L	01/01/93	CORP-CUSTOMER SVC DIV
SEMAN JR, JOHN	01/03/92	CORP-CUSTOMER SVC DIV
SMITH, ROBERT K	11/20/92	CORP-CUSTOMER SVC DIV
WOYTKO, GARY S	01/10/92	CORP-CUSTOMER SVC DIV
WUEBBEN, HAROLD R	08/27/93	CORP-CUSTOMER SVC DIV
BENDEL, STEPHANIE A	02/28/92	CORP-EUROPE GROUP
BIRD, WILLIAM E	08/31/93	CORP-EUROPE GROUP
FRANKLIN, H WADE	02/01/92	CORP-EUROPE GROUP
HEINZ, ERWIN H	01/31/93	CORP-EUROPE GROUP
MURRAY JR, GEORGE H	01/31/93	CORP-EUROPE GROUP
PALMER, DENNIS J	09/10/93	CORP-EUROPE GROUP
PETERSON, PAUL O	08/31/93	CORP-EUROPE GROUP
WILSON, MARIE A	04/17/92	CORP-EUROPE GROUP
BARTLETT, DOUGLAS M	09/10/93	CORP-HUMAN RESOURCES
FROST, JACK L	01/10/92	CORP-HUMAN RESOURCES
GOSS, DONALD L	05/22/92	CORP-HUMAN RESOURCES
GREINER, JANE M	12/31/91	CORP-HUMAN RESOURCES
JACKSON, MATILDA L	12/31/91	CORP-HUMAN RESOURCES
LINDQUIST, ELDEN R	09/10/93	CORP-HUMAN RESOURCES
MAROHL, JOHN E	03/13/92	CORP-HUMAN RESOURCES
SCHIKNER, JOHN C	04/24/92	CORP-HUMAN RESOURCES
SLYFIELD, ARTHUR G	04/10/92	CORP-HUMAN RESOURCES
KALLAS, RIAD N	01/01/93	CORP-LAMEA
KAZANOWSKI, NIKOLA M	08/31/93	CORP-LAMEA GROUP
MELDRUM, ROBERT W	07/30/93	CORP-LAMEA GROUP
SEELEY, TERE J	08/20/93	CORP-LAMEA GROUP

NAME	TERM DATE	ORGANIZATION NAME
STEPHENS, ROGER E	08/13/93	CORP-LAMEA GROUP
WARD, DAVID M	05/01/92	CORP-LAMEA GROUP
LAMB, AVIS J	08/02/93	CORP-LAW DEPT
WEBB, KERMA JEAN	02/15/93	CORP-LAW DEPT
YORK, DONNA D	07/30/93	CORP-LAW DEPT
BALL, DOUGLAS W	06/30/93	CORP-LCPD DIV OFFICE
SHEETS, MILDRED J	07/23/93	CORP-LCPD DIVISION
BLACKER JR, LLOYD H	08/31/92	CORP-LOGISTICS & PLANNING
FISCHER, ROY F	01/29/93	CORP-LOGISTICS & PLANNING
KICK, THOMAS E	10/30/92	CORP-LOGISTICS & PLANNING
VEIRS, RONALD A	01/29/93	CORP-LOGISTICS & PLANNING
VANDEMAN, PHYLLIS J	05/31/93	CORP-MCPD DIV OFFICE
ALLISON, CHARLES E	12/31/91	CORP-MFG & QUALITY
DICKINSON JR., JOHN C	04/30/92	CORP-MFG & QUALITY
DIETRICH, NORMAN I	12/31/91	CORP-MFG & QUALITY
OKESON, CARL S	12/31/91	CORP-MFG & QUALITY
REED, DONALD W	12/31/91	CORP-MFG & QUALITY
SULT SR., GARY A	12/31/91	CORP-MFG & QUALITY
TRAPHAGEN, JAMES A	12/31/91	CORP-MFG & QUALITY
KAPLUN, HARRY J	07/02/93	CORP-NCR CREDIT CORP
LATHAM III, AMOS N	04/16/93	CORP-NCR CREDIT CORP
OWENS, RANDAL L	09/08/93	CORP-PACIFIC GROUP
CREASE, PIERRE L	12/31/91	CORP-RESEARCH & DEVELOP.
ASHWORTH, PHYLLIS B	05/29/92	CORP-RETAIL SYS DIV
FOSTER, ROLAND J	02/26/93	CORP-RETAIL SYS DIV
KRUMBIEGEL, WILLIAM E	05/29/92	CORP-RETAIL SYS DIV
MCCULLOUGH, TRACY L	05/15/92	CORP-RETAIL SYS DIV
OEHLERS, KENNETH J	09/10/93	CORP-RETAIL SYS DIV
TANNREUTHER, JANET K	01/15/93	CORP-RETAIL SYS DIV
THIE, RONALD C	07/23/93	CORP-RETAIL SYS DIV
AKERS, RICHARD B	10/07/92	CORP-STAKEHOLDERS
COOPER, TOM P	11/29/91	CORP-STAKEHOLDERS
FROMM, R JEANNETTE	07/28/92	CORP-STAKEHOLDERS
HOBBS, DONNA MARIE	10/08/92	CORP-STAKEHOLDERS
MACHALEK, JAMES O	09/03/93	CORP-STAKEHOLDERS
PETERSON, ROBERT W	07/31/92	CORP-STAKEHOLDERS
SANDERS, JILL C	10/04/91	CORP-STAKEHOLDERS
PETERSON, THOMAS G	01/24/92	CORP-STAKEHOLDERS
AMSTUTZ, PLATTE T	05/28/93	CORP-TREASURERS
CROSS, M PATRICIA	12/31/92	CORP-TREASURERS
MACCORKLE, GLEN A	07/31/92	CORP-TREASURERS
AMY, MICHAEL E	01/31/92	CORP-WORKSTATION PROD DIV
HOLLOWAY, J VANCE	05/21/93	CORP-WPD DIV OFFICE
PFARRER JR, RICHARD AL	09/10/93	CORP-WPD DIV OFFICE
AMBROSE, STEPHEN F	01/14/92	E&M ATLANTA
AMIN, YOGESH C	01/14/92	E&M ATLANTA
ANKROM, DAVID J	12/29/92	E&M ATLANTA
BARTHOLOMEW, MICHAEL	01/14/92	E&M ATLANTA
BATCHELDER, BENJAMIN F	12/29/92	E&M ATLANTA
BATCHELOR, HOLLIS R	12/29/92	E&M ATLANTA
BRESCIA, ALBERT A	01/14/92	E&M ATLANTA
CAPPER, DAVID L	12/29/92	E&M ATLANTA
CRAWFORD JR, GLENN R	10/30/92	E&M ATLANTA
DAVIS, BENJAMIN L	12/29/92	E&M ATLANTA

NAME	TERM DATE	ORGANIZATION NAME
DEPEW JR, GORDON K	12/29/92	E&M ATLANTA
DILWORTH, CYNTHIA S	01/14/92	E&M ATLANTA
DITTMER, RIAN T	12/29/92	E&M ATLANTA
DUDASH, LAWRENCE R	01/14/92	E&M ATLANTA
DUDDY, EVE GSTEIGER	12/29/92	E&M ATLANTA
DURRAH, MARILYN V	1/14/92	E&M ATLANTA
EILEN, AUDREY M	01/14/92	E&M ATLANTA
ESPY, CALVIN L	12/29/92	E&M ATLANTA
FIELDS, PATSY C	12/30/92	E&M ATLANTA
FISHER, TRUDY M	12/29/92	E&M ATLANTA
FITZPATRICK, PAMELA L	12/29/92	E&M ATLANTA
FLETCHER, THOMAS H	01/14/92	E&M ATLANTA
FOSGATE, LAURA SULLINS	12/29/92	E&M ATLANTA
FUNG, MEI HAN	12/29/92	E&M ATLANTA
FUNK JR, ALFRED J	12/29/92	E&M ATLANTA
GRULKE JR, JAMES M	12/29/92	E&M ATLANTA
GUPTA, APARNA M	01/14/92	E&M ATLANTA
GURNEY, DOUGLAS L	12/29/92	E&M ATLANTA
HARPER, HERBERT F	01/14/92	E&M ATLANTA
HARRIS, ROBERT L	12/29/92	E&M ATLANTA
HART, CHARLES F	12/29/92	E&M ATLANTA
HAUGEN, DANIEL M	01/24/92	E&M ATLANTA
HAYWOOD, DONALD J	02/12/93	E&M ATLANTA
HINES, FRANK	12/29/92	E&M ATLANTA
HISLOP, LARRY A	12/29/92	E&M ATLANTA
HOISINGTON, ROY L	12/30/92	E&M ATLANTA
HOLTON, BRADLEY J	10/30/92	E&M ATLANTA
KEMP, DEBORAH K	12/30/92	E&M ATLANTA
KENDRICK, KEITH D	12/29/92	E&M ATLANTA
KEY, WILLIAM G	01/14/92	E&M ATLANTA
KLEINBERG, GEORGES B	01/14/92	E&M ATLANTA
LANDIS DONALD E	01/14/92	E&M ATLANTA
LARSON, EUGENE S	06/29/93	E&M ATLANTA
LITCHFIELD, MARGARET P	12/29/92	E&M ATLANTA
MANCHAN, ANDREW K	01/14/92	E&M ATLANTA
MARTIN, ROGER D	01/14/92	E&M ATLANTA
MC CALL, JIMMY	01/14/92	E&M ATLANTA
MORROW, JOHN L	12/29/92	E&M ATLANTA
MURPHY, JEANNIE M	01/14/92	E&M ATLANTA
OGDEN JR, CHARLES C	12/30/92	E&M ATLANTA
PLUNKETT, JANET M	12/29/92	E&M ATLANTA
PLUNKETT, MICHAEL K	12/30/92	E&M ATLANTA
ROBINSON, DEE J	12/29/92	E&M ATLANTA
ROGERS, DAVID A	12/30/92	E&M ATLANTA
RUNFOLA, STEVEN J	01/14/92	E&M ATLANTA
RUTHERFORD, EDWARD J	12/30/92	E&M ATLANTA
SCHAFER, JOHN K	01/14/92	E&M ATLANTA
SEIFER JR, LLOYD	09/10/93	E&M ATLANTA
SHIPPY, GORDON C	01/14/92	E&M ATLANTA
STARSNIC, DAVID M	08/13/93	E&M ATLANTA
TOWN, ROBERT B	12/30/92	E&M ATLANTA
WEBER, CYNTHIA L	12/30/92	E&M ATLANTA
WINGERTER, JAMES B	12/30/92	E&M ATLANTA
ABBY, KATHRYN A	01/15/93	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
ADAMS, EARL W	11/01/91	E&M CAMBRIDGE
ADY, BRUCE E	11/01/91	E&M CAMBRIDGE
ALFMAN, GEORGE A	07/09/92	E&M CAMBRIDGE
ALFMAN, LINDA D	09/13/91	E&M CAMBRIDGE
ALLEN, SAMUEL J	02/01/93	E&M CAMBRIDGE
ALLENDER, KEVIN R	11/01/91	E&M CAMBRIDGE
ALLGEIER, CARLA C	01/31/92	E&M CAMBRIDGE
ALLGEIER, DAVID W	03/27/92	E&M CAMBRIDGE
AMACHER, GENE L	07/16/92	E&M CAMBRIDGE
ARENT, JOSEPH M	01/31/92	E&M CAMBRIDGE
ATKINSON, JAY D	03/18/92	E&M CAMBRIDGE
AUBER, SALLY A	04/24/92	E&M CAMBRIDGE
BAILEY, LARRY M	09/13/91	E&M CAMBRIDGE
BAIRD, ROBERT D	01/03/92	E&M CAMBRIDGE
BAKER, JOHN A	6//C198	E&M CAMBRIDGE
BALIK JR, ANDREW P	07/30/92	E&M CAMBRIDGE
BARCLAY, JOSEPH W	04/17/92	E&M CAMBRIDGE
BARKER, ROBERT K	05/22/92	E&M CAMBRIDGE
BEBOUT, WILLIAM A	06/18/92	E&M CAMBRIDGE
BEHARY, RENEE R	03/27/92	E&M CAMBRIDGE
BEHARY, RONALD A	04/17/92	E&M CAMBRIDGE
BEHRENDT, NORMAN L	07/30/92	E&M CAMBRIDGE
BELL, ROGER L	09/20/91	E&M CAMBRIDGE
BENJAMIN, DONALD E	07/24/92	E&M CAMBRIDGE
BENNETT, STEVEN L	6/11/92	E&M CAMBRIDGE
BENTZ, JAMES W	05/28/92	E&M CAMBRIDGE
BERRY, GEORGE L	04/24/92	E&M CAMBRIDGE
BETTINGER, LARRY A	07/01/93	E&M CAMBRIDGE
BLAIR, CHERYL L	05/22/92	E&M CAMBRIDGE
BLAIR, EDGAR J	09/13/91	E&M CAMBRIDGE
BOCK JR, ROBERT P	06/11/92	E&M CAMBRIDGE
BOOTH, JAMES	07/24/92	E&M CAMBRIDGE
BOZIGAR JR., NICHOLAS	06/18/92	E&M CAMBRIDGE
BRANT, ROBERT S	09/13/91	E&M CAMBRIDGE
BREHM, JOSEPH E	07/16/92	E&M CAMBRIDGE
BRIDGMAN, DONALD W	06/18/92	E&M CAMBRIDGE
BULIONS, WANDA M	07/30/92	E&M CAMBRIDGE
BURRIS, LARRY G	10/25/91	E&M CAMBRIDGE
BUTLER, TRINA J	01/31/92	E&M CAMBRIDGE
CANTOR, JAMES B	02/07/92	E&M CAMBRIDGE
CANTOR, RICHARD A	07/03/92	E&M CAMBRIDGE
CAPOBIANCO, JOHN V	02/28/92	E&M CAMBRIDGE
CARPENTER, DAVID	07/03/92	E&M CAMBRIDGE
CARPENTER, GAIL R	07/03/92	E&M CAMBRIDGE
CARPENTER, THOMAS E	06/26/92	E&M CAMBRIDGE
CHOREY, THOMAS D	05/01/92	E&M CAMBRIDGE
CHU, JOHN H	04/10/92	E&M CAMBRIDGE
CIHON, RICHARD M	07/03/92	E&M CAMBRIDGE
CLIFFORD, ELBESSIE L	01/31/92	E&M CAMBRIDGE
CONROY, ZORA G	02/28/92	E&M CAMBRIDGE
COSTANTINO, JAMES	01/31/92	E&M CAMBRIDGE
COSTELLO, JAMES G	10/09/92	E&M CAMBRIDGE
COUTO, CATHERINE A	09/13/91	E&M CAMBRIDGE
CULBERTSON, JOSEPH H	07/17/92	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
CUNNINGHAM, ROBERT W	09/13/91	E&M CAMBRIDGE
CURRY, ALFRED J	06/26/92	E&M CAMBRIDGE
CURRY, ROBERT R	06/19/92	E&M CAMBRIDGE
DAVIS, DONALD G	01/28/92	E&M CAMBRIDGE
DECENZO, CHRISTOPHER	02/21/92	E&M CAMBRIDGE
DELIK, ROBERT S	07/10/92	E&M CAMBRIDGE
DENNIS, JANICE M	05/28/92	E&M CAMBRIDGE
DENNIS, RONALD L	06/18/92	E&M CAMBRIDGE
DICKSON, DWIGHT E	01/31/92	E&M CAMBRIDGE
DOBECK, PHILIP D	06/26/92	E&M CAMBRIDGE
DONNELLY, THOMAS P	09/13/91	E&M CAMBRIDGE
DORLAND, JACQUELINE K	05/22/92	E&M CAMBRIDGE
DUGAS, JOHNNY	12/11/92	E&M CAMBRIDGE
EARLEY, TERRI L	01/15/93	E&M CAMBRIDGE
EARNEST, ALAN R	07/16/92	E&M CAMBRIDGE
EARNEST, RANDI L	11/01/91	E&M CAMBRIDGE
EDWARDS, VICKI L	04/17/92	E&M CAMBRIDGE
EMERSON, JUDITH C	06/10/92	E&M CAMBRIDGE
ENGLISH, NANCY L	05/28/92	E&M CAMBRIDGE
EUBANKS, VIRGINIA L	01/28/93	E&M CAMBRIDGE
FAIR, CHARLES R	05/08/92	E&M CAMBRIDGE
FAIRCHILD, DONALD P	08/14/92	E&M CAMBRIDGE
FELT, DENNIS J	06/26/92	E&M CAMBRIDGE
FOLWARCZNY, VICTOR A	01/31/92	E&M CAMBRIDGE
FORSYTHE, DAVID N	07/16/92	E&M CAMBRIDGE
FRANCE, EDWARD L	04/24/92	E&M CAMBRIDGE
FRASER, GEORGE C	04/24/92	E&M CAMBRIDGE
FROELICH, JOHN D	03/27/92	E&M CAMBRIDGE
GABEL JR, ASEL A	08/07/92	E&M CAMBRIDGE
GALLOWAY, DAVID L	07/10/92	E&M CAMBRIDGE
GEESE, ROBERT M	05/22/92	E&M CAMBRIDGE
GEORGE, KARL C	07/30/92	E&M CAMBRIDGE
GIBSON, K RICHARD	05/22/92	E&M CAMBRIDGE
GIESEY, APRIL A	05/22/92	E&M CAMBRIDGE
GOMBEDA, TERESA M	05/22/92	E&M CAMBRIDGE
GOODIN, HAROLD M	06/26/92	E&M CAMBRIDGE
GREGORY, RALEIGH M	06/26/92	E&M CAMBRIDGE
GRIMES, CAROLYN L	05/22/92	E&M CAMBRIDGE
GUTRIDGE, RICHARD L	10/25/91	E&M CAMBRIDGE
HAGAR, GEORGE H	07/16/92	E&M CAMBRIDGE
HALL, WILLIAM R	07/31/92	E&M CAMBRIDGE
HAMME, DENNIS F	03/23/92	E&M CAMBRIDGE
HANNAHS, LESTER L	09/20/91	E&M CAMBRIDGE
HARPER, TOMMY K	06/26/92	E&M CAMBRIDGE
HATCHER, DARLENE F	06/12/92	E&M CAMBRIDGE
HIBINGER, PHYLLIS I	01/15/93	E&M CAMBRIDGE
HIGGS, STEVEN T	07/31/92	E&M CAMBRIDGE
HILEMAN, RAYMOND S	09/13/91	E&M CAMBRIDGE
HILLES, WILBUR I	07/16/92	E&M CAMBRIDGE
HINES, JERI D	04/17/92	E&M CAMBRIDGE
HITCHCOCK, ROBERTA D	03/27/92	E&M CAMBRIDGE
HOFFMANN JR, LESTER O	06/26/92	E&M CAMBRIDGE
HOMER, BRUCE A	03/06/92	E&M CAMBRIDGE
HOUSER, JAMES S	05/22/92	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
HUHRA, RONALD	09/13/91	E&M CAMBRIDGE
HULBOY, DUSTIN H	01/30/92	E&M CAMBRIDGE
HUNT, RANDY J	11/01/91	E&M CAMBRIDGE
HUNTSMAN, DEIDRE A	01/17/92	E&M CAMBRIDGE
JACKSON, MARY E	01/15/93	E&M CAMBRIDGE
JAMIEL, PAUL A	09/27/91	E&M CAMBRIDGE
JANKE, PHILIP C	01/31/92	E&M CAMBRIDGE
JENKINS, A DEAN	05/15/92	E&M CAMBRIDGE
JENNINGS, M. DAVID	01/31/92	E&M CAMBRIDGE
JOHNSON, LARRY L	06/26/92	E&M CAMBRIDGE
JOHNSON, MICHAEL E	01/31/92	E&M CAMBRIDGE
JOHNSON, NOREENE K	07/03/92	E&M CAMBRIDGE
JOHNSON, RITA J	12/27/91	E&M CAMBRIDGE
JOHNSON, ROBERT L	11/01/91	E&M CAMBRIDGE
JORGENSEN, MARGARET	09/13/91	E&M CAMBRIDGE
KEITH, JEAN M	01/31/92	E&M CAMBRIDGE
KELLER JR, RICHARD S	10/18/91	E&M CAMBRIDGE
KENNEDY, PATTY K	09/13/91	E&M CAMBRIDGE
KENWORTHY, WILLIAM J	11/22/91	E&M CAMBRIDGE
KEYLOR, LINDA L	07/03/92	E&M CAMBRIDGE
KIEFFER, BYRON L	11/01/91	E&M CAMBRIDGE
KINNAN, LARRY E	06/26/92	E&M CAMBRIDGE
KIRBY, GARRY E	06/11/92	E&M CAMBRIDGE
KISSINGER, ROBERT W	01/31/92	E&M CAMBRIDGE
KLEVER, BETTY L	03/23/92	E&M CAMBRIDGE
KOECHLING, CHARLES T	10/04/91	E&M CAMBRIDGE
KOLBA, MICHELLE L	04/24/92	E&M CAMBRIDGE
KOPYAR, THOMAS C	05/29/92	E&M CAMBRIDGE
KOVAL, ANDREW D	03/20/92	E&M CAMBRIDGE
KOZAR, DEBORAH J	08/13/92	E&M CAMBRIDGE
KRALL, JOSEPH P	05/22/92	E&M CAMBRIDGE
KRAMPHOLZ JR, HAROLD	07/16/92	E&M CAMBRIDGE
KUHNASH, GREGORY D	06/05/92	E&M CAMBRIDGE
LAHRMER, RONALD E	11/01/91	E&M CAMBRIDGE
LANTZ, JAMES O	06/26/92	E&M CAMBRIDGE
LARIMER, FRED K	01/31/92	E&M CAMBRIDGE
LEA, KEVIN E	09/27/91	E&M CAMBRIDGE
LEWIS, SHERI L	02/28/92	E&M CAMBRIDGE
LEYSHON, FRANK A	03/27/92	E&M CAMBRIDGE
LONG, CHARLES A	06/26/92	E&M CAMBRIDGE
LONG, LARRY W	01/31/92	E&M CAMBRIDGE
MAGYAR, FRANK J	04/24/92	E&M CAMBRIDGE
MARQUARDT, CLARENCE	04/24/92	E&M CAMBRIDGE
MC CARTHY, ROBERT F	02/21/92	E&M CAMBRIDGE
MC CLAIN, HERBERT D	06/26/92	E&M CAMBRIDGE
MC JESSY, STEPHEN A	10/01/92	E&M CAMBRIDGE
MC LEAN, CHARLES T	03/06/92	E&M CAMBRIDGE
MCCUTCHEON, WILMA	09/13/91	E&M CAMBRIDGE
MCLEOD, JERRY L	02/10/92	E&M CAMBRIDGE
MELICK, ELLIOTT C	06/11/92	E&M CAMBRIDGE
MERCER, HAROLD L	04/24/92	E&M CAMBRIDGE
MERCER, JAMES E	07/03/92	E&M CAMBRIDGE
MICHAELSON, WILLIAM G	09/10/92	E&M CAMBRIDGE
MILLER, JOHN H	07/24/92	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
MILLER, THOMAS H	11/01/91	E&M CAMBRIDGE
MINOSKY, RONALD G	06/26/92	E&M CAMBRIDGE
MITCHELL, CURT E	09/13/91	E&M CAMBRIDGE
MIZISIN, ANDREW J	05/15/92	E&M CAMBRIDGE
MOFFITT, DENNIS L	06/05/92	E&M CAMBRIDGE
MOORE, CHARLES E	07/03/92	E&M CAMBRIDGE
MORRIS, MICHAEL W	01/31/92	E&M CAMBRIDGE
NOLAN, ROBERT J	04/03/92	E&M CAMBRIDGE
MORRIS, KEVIN R	06/26/92	E&M CAMBRIDGE
O'DELL, ROBERT R	02/28/92	E&M CAMBRIDGE
OHLER JR, GEORGE D	11/01/91	E&M CAMBRIDGE
ONEGA, ALBERT M	05/22/92	E&M CAMBRIDGE
PATEL, RAMESH U	01/31/92	E&M CAMBRIDGE
PATTERSON, ZELDA	11/29/91	E&M CAMBRIDGE
PERRY, DAVID M	01/07/92	E&M CAMBRIDGE
PETERS, JOSEPH BRICE	01/31/92	E&M CAMBRIDGE
PHILLIPS, ERIC B	06/19/92	E&M CAMBRIDGE
PORTER, TERRY L	06/26/92	E&M CAMBRIDGE
POTTS, CINDY J	09/13/91	E&M CAMBRIDGE
PREECE, RANDALL A	10/11/91	E&M CAMBRIDGE
RAVAK, EDWARD L	05/15/92	E&M CAMBRIDGE
RAY, RALPH E	07/03/92	E&M CAMBRIDGE
REID, JOHN W	01/03/92	E&M CAMBRIDGE
REISS, MICHAEL A	10/22/92	E&M CAMBRIDGE
RINEHART, LEONARD E	09/13/91	E&M CAMBRIDGE
ROBERTSON, TIMOTHY Y	11/01/91	E&M CAMBRIDGE
ROBISON, THOMAS G	07/03/92	E&M CAMBRIDGE
ROE, DANNY L	10/11/91	E&M CAMBRIDGE
ROHRBOUGH, JOHN P	04/03/92	E&M CAMBRIDGE
ROHULICH, JOHN J	05/22/92	E&M CAMBRIDGE
ROME, FRANK J	10/02/92	E&M CAMBRIDGE
ROTH, LAWRENCE T	01/31/92	E&M CAMBRIDGE
RUBICAM, SYLVIA	07/03/92	E&M CAMBRIDGE
SAMPSON, EDWARD F	08/13/92	E&M CAMBRIDGE
SAPP, GLENN R	06/26/92	E&M CAMBRIDGE
SARACENO, IGNATIUS B	09/13/91	E&M CAMBRIDGE
SAWCZUK, PETER J	12/05/91	E&M CAMBRIDGE
SAXTON, CHARLES A	02/28/92	E&M CAMBRIDGE
SCHEHL, JERRY E	05/28/92	E&M CAMBRIDGE
SCHELTZ, FREDERICK L	02/28/92	E&M CAMBRIDGE
SCHERF JR, KENNETH C	11/01/91	E&M CAMBRIDGE
SCOTT, JAMES L	07/03/92	E&M CAMBRIDGE
SEDLAK, LEONARD P	04/24/92	E&M CAMBRIDGE
SHAFER, FREDRICK A	11/01/91	E&M CAMBRIDGE
SHANER, RICHARD O	06/26/92	E&M CAMBRIDGE
SHIRER, LEE E	03/27/92	E&M CAMBRIDGE
SHIVELY, DANIEL L	10/25/91	E&M CAMBRIDGE
SILLS, JOHN W	05/15/92	E&M CAMBRIDGE
SKESLOCK, KAREN M	07/30/92	E&M CAMBRIDGE
SMITH, DONALD L	05/22/92	E&M CAMBRIDGE
SMITH, NANCY L	09/13/91	E&M CAMBRIDGE
SMITH, PAMELA S	03/27/92	E&M CAMBRIDGE
SMITH, ROBERT L	05/08/92	E&M CAMBRIDGE
SMITH, STEAVEN D	11/01/91	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
SMITH, SYLVIA R	04/17/92	E&M CAMBRIDGE
SNELSON, JOHN E	06/25/92	E&M CAMBRIDGE
SNODGRSS, CECIL E	06/26/92	E&M CAMBRIDGE
SOTER, MARK A	09/13/91	E&M CAMBRIDGE
SOUTH JR, THOMAS E	06/26/92	E&M CAMBRIDGE
SPENCER, JOYCE A	07/30/92	E&M CAMBRIDGE
STARR, VICKY F	07/03/92	E&M CAMBRIDGE
STASNY, STEPHEN S	01/31/92	E&M CAMBRIDGE
STATS, RICHARD S	05/08/92	E&M CAMBRIDGE
STERMER, ROBERT A	07/03/92	E&M CAMBRIDGE
STOCKER, FRANCES F	07/03/92	E&M CAMBRIDGE
STOEHR, FREDERICK W	09/13/91	E&M CAMBRIDGE
STOLARIK, JOHN P	05/15/92	E&M CAMBRIDGE
STOTTLER, WILLIAM L	09/13/91	E&M CAMBRIDGE
STRAUSS, MATTHEW J	07/03/92	E&M CAMBRIDGE
SWANSON, ARTHUR W	03/27/92	E&M CAMBRIDGE
TAFT, BRENT D	06/11/92	E&M CAMBRIDGE
TAYLOR, JOHN B	01/31/92	E&M CAMBRIDGE
TAYLOR, SHEILA K	05/22/92	E&M CAMBRIDGE
TERRY, JOSEPH E	04/24/92	E&M CAMBRIDGE
THOMPSON, SUSAN A	05/28/92	E&M CAMBRIDGE
THOMPSON, THOMAS J	11/01/91	E&M CAMBRIDGE
THUM, THOMAS J	01/31/92	E&M CAMBRIDGE
TOLBERT, JOHN T	01/03/92	E&M CAMBRIDGE
TURKAL, RANDY J	01/31/92	E&M CAMBRIDGE
VALENTINE, DONALD G	06/18/92	E&M CAMBRIDGE
VAN DYNE, ROSEMARY A	02/28/92	E&M CAMBRIDGE
VARGO JR, ALEX	01/15/93	E&M CAMBRIDGE
VASELENAK, ROBERT E	06/18/92	E&M CAMBRIDGE
VERMILLION, VALERIE E	09/13/91	E&M CAMBRIDGE
VESELENAK, RONALD L	05/29/92	E&M CAMBRIDGE
WADDLE, JOHN A	04/24/92	E&M CAMBRIDGE
WARNER, DAVID A	01/31/92	E&M CAMBRIDGE
WASKE, JOSEPH M	05/29/92	E&M CAMBRIDGE
WATSON, DAVID A	03/27/92	E&M CAMBRIDGE
WATSON, SHELBA J	02/07/92	E&M CAMBRIDGE
WEISENBORN, DENNIS E	06/26/92	E&M CAMBRIDGE
WERNER, ROBERT T	07/03/92	E&M CAMBRIDGE
WETZEL, RALPH W	09/13/91	E&M CAMBRIDGE
WHEATLEY, GLENVER M	07/03/92	E&M CAMBRIDGE
WHEATLEY, JOHN W	11/01/91	E&M CAMBRIDGE
WHEATLEY, ROBERT L	11/01/91	E&M CAMBRIDGE
WHEELER, KATHLEEN A	06/18/92	E&M CAMBRIDGE
WHEELER, LINDA S	01/28/92	E&M CAMBRIDGE
WICKEM, WALTER W	04/17/92	E&M CAMBRIDGE
WILHELM, ROBERT J	03/25/93	E&M CAMBRIDGE
WiLHELM, TODD J	10/04/91	E&M CAMBRIDGE
WILLIAMS, JOHN R	10/16/91	E&M CAMBRIDGE
WILLIAMS, PAUL J	06/26/92	E&M CAMBRIDGE
WILLIAMS, RONALD D	10/18/91	E&M CAMBRIDGE
WILLS, DAVID C	10/11/91	E&M CAMBRIDGE
WILSON, DAVID B	11/01/91	E&M CAMBRIDGE
WOYTKO, JOSEPH S	03/27/92	E&M CAMBRIDGE
YAHNDORA, TERESA D	07/30/92	E&M CAMBRIDGE

NAME	TERM DATE	ORGANIZATION NAME
YANCHAK, PATRICIA S	09/13/91	E&M CAMBRIDGE
YANDORA, ANDREW E	03/27/92	E&M CAMBRIDGE
YONKER, CHARLES W	01/15/93	E&M CAMBRIDGE
ELLIS, CRAIG J	12/31/91	E&M CAMBRIDGE (RSD-D)
ETZ, DONALD V	12/31/91	E&M CAMBRIDGE (RSD-D)
HEWITT, DONALD R	12/31/91	E&M CAMBRIDGE (RSD-D)
LONG, JOHN C	12/31/91	E&M CAMBRIDGE (RSD-D)
MANNING, AMOS E	12/31/91	E&M CAMBRIDGE (RSD-D)
MONTGOMERY, LOIS J	12/31/91	E&M CAMBRIDGE (RSD-D)
PULS, DONALD E	12/31/91	E&M CAMBRIDGE (RSD-D)
RUSSELL, THOMAS F	12/31/91	E&M CAMBRIDGE (RSD-D)
SHIELDS III, DONALD C	12/31/91	E&M CAMBRIDGE (RSD-D)
SHROYER, ROBERT J	12/31/91	E&M CAMBRIDGE (RSD-D)
SHUSTER, HENRY	12/31/91	E&M CAMBRIDGE (RSD-D)
THOMAS, DAAVID E	12/31/91	E&M CAMBRIDGE (RSD-D)
BOOTH, GEORGE A	01/10/92	E&M CLEMSON
BORDEAUX, EDWARD W	01/10/92	E&M CLEMSON
BOUGHTON, JAMES W	01/10/92	E&M CLEMSON
BRACE, DANIEL C	01/10/93	E&M CLEMSON
BROOKS, F PHILIP	01/10/92	E&M CLEMSON
BRUMAND, DARIUS	01/10/92	E&M CLEMSON
CORRIGAN, JEFFREY E	01/10/92	E&M CLEMSON
DAVIS, WILLIE T	01/12/92	E&M CLEMSON
DUNCAN, KERRI S	01/10/92	E&M CLEMSON
GOLDSMITH, AUDREY ANN	05/01/92	E&M CLEMSON
GREEN, LINDA O	01/10/92	E&M CLEMSON
JENKINS, JANET A	01/10/92	E&M CLEMSON
JOHNSON, DONN A	01/10/92	E&M CLEMSON
KERBO, MARGARET M	01/10/92	E&M CLEMSON
KREBS, JEFFREY L	01/10/92	E&M CLEMSON
KUZUJANAKIS, KEITH G	01/10/92	E&M CLEMSON
MAHMOUD, SAM	01/10/92	E&M CLEMSON
MANGAN.BRENDAV	02/27/92	E&M CLEMSON
MARTIN, FRANK E	01/10/92	E&M CLEMSON
MARTINEZ JR, EVERARD	01/10/92	E&M CLEMSON
MAY, PAMELA F	01/10/92	E&M CLEMSON
MILLER, PATRICK C	08/27/93	E&M CLEMSON
MORGAN, JAMES R	01/10/92	E&M CLEMSON
PEERY, ELIZABETH G	01/10/92	E&M CLEMSON
PHELPS, DONALD E	01/10/92	E&M CLEMSON
REARDON, BRIAN T	01/10/92	E&M CLEMSON
REDDY, SANAGALA S	01/10/92	E&M CLEMSON
RHOLETTER, RICHARD D	01/10/92	E&M CLEMSON
RINALDI, KATHLEEN	01/10/92	E&M CLEMSON
SANGHANI, SHEFALI	01/10/92	E&M CLEMSON
SCHENCK, JAMES F	01/10/92	E&M CLEMSON
SCOTT, KENNETH R	01/10/92	E&M CLEMSON
SHEI, YEN HUNG	01/10/92	E&M CLEMSON
THOMPSON, STEPHEN P	01/10/92	E&M CLEMSON
TRAN, SANG	01/10/92	E&M CLEMSON
WEIGAND, ARTHUR D	01/10/92	E&M CLEMSON
WEIGAND, PALMINA C	09/10/93	E&M CLEMSON
YANIK, PAUL	01/10/92	E&M CLEMSON
ADDIS, C EDWARD	12/23/91	E&M COLUMBIA

NAME	TERM DATE	ORGANIZATION NAME
ALEXANDER, KENNETH L	12/23/91	E&M COLUMBIA
BALDWIN, CYNTHIA S	12/23/91	E&M COLUMBIA
BHASHERAT, CHARIVA	12/09/91	E&M COLUMBIA
CAMP, JEFFREY N	12/09/91	E&M COLUMBIA
CAMPBELL, ALEXANDER S	12/23/91	E&M COLUMBIA
CARR, DIANE R	12/23/91	E&M COLUMBIA
CARROLL, ZONELL K	12/30/91	E&M COLUMBIA
CASTNER, BRUCE A	12/10/91	E&M COLUMBIA
COBB, REBECCA L	12/23/91	E&M COLUMBIA
CUMBEE, LOTTIE G	12/30/91	E&M COLUMBIA
DOLAN, ROBERT E	12/23/91	E&M COLUMBIA
DOLAN, SYLVIA S	12/23/91	E&M COLUMBIA
DOTY III, MARK H	12/23/91	E&M COLUMBIA
DURANTY, EDWARD J	12/23/91	E&M COLUMBIA
ELLISON, SARAH W	12/23/91	E&M COLUMBIA
FISK, ROBERT R	12/23/91	E&M COLUMBIA
FLAKE, JOE M	12/23/91	E&M COLUMBIA
FRAZIER, JOHN R	01/13/92	E&M COLUMBIA
GREESON, MARK A	12/23/91	E&M COLUMBIA
GROFF, ROBERT F	02/03/92	E&M COLUMBIA
HALL, DORIS W	12/30/91	E&M COLUMBIA
HARNER, MONICA G	12/30/91	E&M COLUMBIA
HARRISON, CHRIS A	12/23/91	E&M COLUMBIA
HIGHTOWER JR, RALPH M	12/23/91	E&M COLUMBIA
HODGE JR, LYNWOOD H	12/23/91	E&M COLUMBIA
HOLDER, REBECCAS D	12/23/91	E&M COLUMBIA
HOLZWORTH, DONALD A	12/23/91	E&M COLUMBIA
HOOVER, GRACE F	12/30/91	E&M COLUMBIA
HUGGAHALLI, RAMAKRISH	12/09/91	E&M COLUMBIA
HYCHE, CHARLES W	12/23/91	E&M COLUMBIA
JACKSON, KIMIKO	12/23/91	E&M COLUMBIA
JEFFCOAT, R INEZ	12/30/91	E&M COLUMBIA
JONES, DAVID A	12/23/91	E&M COLUMBIA
KERN. VIRGINIA	12/23/91	E&M COLUMBIA
KOHLI, MERLE K	01/20/92	E&M COLUMBIA
KURTZ, EDWARD R	02/03/92	E&M COLUMBIA
LAMBER6T, KENNETH M	12/23/91	E&M COLUMBIA
LESTER, CRYSTAL C	12/23/91	E&M COLUMBIA
LINDLER, LYDIA S	12/30/91	E&M COLUMBIA
LITTLEJOHN, PATRICIA H	12/23/91	E&M COLUMBIA
LOCKE, THOMAS E	12/23/91	E&M COLUMBIA
MADISON, LEIGH A	12/23/91	E&M COLUMBIA
MANN, LARRY D	12/23/91	E&M COLUMBIA
MATHISON, LESLIE C	12/23/91	E&M COLUMBIA
MCBRIDE, SHIRLEY W	12/23/91	E&M COLUMBIA
MCCANTS, ADAM T	12/23/91	E&M COLUMBIA
MCGRATH, KEVIN P	12/09/91	E&M COLUMBIA
MOMPERLER, MICHAEL L	12/23/91	E&M COLUMBIA
MURPHY, JANICE	12/31/91	E&M COLUMBIA
PANDOLFI, DONALD L	02/03/92	E&M COLUMBIA
RAGSDALE, DONNA L	12/30/91	E&M COLUMBIA
ROBERTS, BRADLEY E	12/23/91	E&M COLUMBIA
ROMINE, JOHN L	12/23/91	E&M COLUMBIA
SAUNDERS, HAROLD EUG	08/17/93	E&M COLUMBIA

NAME	TERM DATE	ORGANIZATION NAME
SHEA, RICHARD P	02/03/92	E&M COLUMBIA
SHIREY, MARTHA S	12/23/91	E&M COLUMBIA
SIMMONS, JAMES A	12/23/91	E&M COLUMBIA
STALLINGS, ROBERT E	12/30/91	E&M COLUMBIA
TWITTY, JANET L	12/23/91	E&M COLUMBIA
WEATHERMAN, MARSHALL	12/23/91	E&M COLUMBIA
YON, CHAE M	12/23/91	E&M COLUMBIA
ABNER, GEORGE H	02/26/93	E&M DAYTON
ADAMS, RICHARD L	12/20/91	E&M DAYTON
ALLISON, BETTY W	12/20/91	E&M DAYTON
ANDRSON, VICKI E	11/13/92	E&M DAYTON
BAKER JR, PAUL T	03/26/93	E&M DAYTON
BAKER, GEORGE J	12/20/91	E&M DAYTON
BAUMAN, ROBERT	10/16/92	E&M DAYTON
BECKER, RACHEL SUE	12/25/92	E&M DAYTON
BERRY, RICHARD E	01/29/93	E&M DAYTON
BITZER, RICHARD H	03/26/93	E&M DAYTON
BLACK, JOHN W	10/16/92	E&M DAYTON
BLAU, CARL C	12/20/91	E&M DAYTON
BRAUNSCHWEIGER, EUGE	12/20/91	E&M DAYTON
BRAY IV, WILLIAM OTIS	01/08/93	E&M DAYTON
BURNS, JERRY LEE	01/22/93	E&M DAYTON
CHERRYHOLMES, GEORG	10/16/92	E&M DAYTON
CLEMONS, JEWELL W	10/30/92	E&M DAYTON
CLINGMAN JR, WILLIAM E	12/20/91	E&M DAYTON
COFFEE, KAREN J	12/25/92	E&M DAYTON
COLEMAN, EVELYN S	12/20/91	E&M DAYTON
COMBS, JERRY A	01/29/93	E&M DAYTON
COMBS, OLLAH	12/20/91	E&M DAYTON
COONEY, HENRY G	10/16/92	E&M DAYTON
CRAWFORD, CARL EUGEN	12/25/92	E&M DAYTON
DAIL, MONIKA H	12/25/92	E&M DAYTON
DANAAHY, SUSAN M	01/15/93	E&M DAYTON
DAUGHERTY, CHARLOTTE	02/26/93	E&M DAYTON
DAVIS, THOMAS L	06/25/93	E&M DAYTON
DHURANDHAR, VINOD A	12/25/92	E&M DAYTON
DORSTEN, CHARLES R	01/29/93	E&M DAYTON
EBERHARDT, CHARLES H	12/20/91	E&M DAYTON
ENCISO, ALVARO	12/25/92	E&M DAYTON
FAW, DONALD F	12/25/92	E&M DAYTON
FILER, HAROLD C	12/20/91	E&M DAYTON
FISHER, EDWIN L	03/26/93	E&M DAYTON
FLOMMERSFELD, TED D	02/26/93	E&M DAYTON
GETTS, ELISIA SUSAN	10/16/92	E&M DAYTON
GROOMS, GREGORY D	12/23/92	E&M DAYTON
GROSS, JACK R	01/29/93	E&M DAYTON
GUCKIAN, JACKIE	12/25/92	E&M DAYTON
HANAHAN, VIRGINIA D	12/20/91	E&M DAYTON
HANDWERKER, DAVID L	12/25/92	E&M DAYTON
HARDERT, RUTHANN	12/20/91	E&M DAYTON
HAWKINS, BRUCE J	12/25/92	E&M DAYTON
HENDRICKS, RENEE	12/25/92	E&M DAYTON
HERMANN, THOMAS L	12/20/91	E&M DAYTON
HESKE, JILL E	12/25/92	E&M DAYTON

NAME	TERM DATE	ORGANIZATION NAME
HILL, ADA G	12/20/91	E&M DAYTON
HOERNER, VENEDA A	12/25/92	E&M DAYTON
HOLTVOIGHT JR, RALPH	12/25/92	E&M DAYTON
HOSKINGS, LAYMON C	12/20/91	E&M DAYTON
HOWE JR, RUDOLPH F	12/20/91	E&M DAYTON
JACOB, RICHARD C	03/26/93	E&M DAYTON
JAMISON, KATHERINE C	12/25/92	E&M DAYTON
JONES, CAROLYN E	12/25/92	E&M DAYTON
KAPPELER, RONALD P	12/25/92	E&M DAYTON
KLEIN, KENNETH R	12/25/92	E&M DAYTON
KOSSOUDJI, CHRIS D	01/22/93	E&M DAYTON
KUNTZ, HOMER L	12/20/91	E&M DAYTON
LANGLOIS, ALLEN EUGENE	03/26/93	E&M DAYTON
LEMONS, RICHARD L	02/26/93	E&M DAYTON
LEONARD, SCOTT S	11/13/92	E&M DAYTON
LITMER, LAVERN C	12/11/92	E&M DAYTON
LOUGHMAN, RICHARD E	01/29/93	E&M DAYTON
LUNA, RICHARD L	12/25/92	E&M DAYTON
LUNDY, DAVID L	08/27/93	E&M DAYTON
LYDAY, PAUL CHARLES	12/25/92	E&M DAYTON
MANOR, NEIL D	12/20/91	E&M DAYTON
MANTIA, MARK A	01/29/93	E&M DAYTON
MARLOW, JONI C	02/26/93	E&M DAYTON
MARSHALL, STEVEN H	01/22/93	E&M DAYTON
MAYFIELD, HOWARD B	12/25/92	E&M DAYTON
MERRIMAN JR, RICHARD A	12/25/92	E&M DAYTON
MILLER, OWEN R	12/20/91	E&M DAYTON
MINTURN, JOHN M	12/25/92	E&M DAYTON
MITSCH, ROBERT L	12/25/92	E&M DAYTON
MONNIN, GUY C	02/26/93	E&M DAYTON
MONROE, JACK L	12/20/91	E&M DAYTON
MONTGOMERY, PENNY S	12/25/92	E&M DAYTON
MORTON, DOUGLAS K	07/20/92	E&M DAYTON
NOBLE, PAM E	01/29/93	E&M DAYTON
ODLE, CARL J	12/25/92	E&M DAYTON
ORNER, KAREN	10/16/92	E&M DAYTON
PARKS, DANIEL L	01/22/93	E&M DAYTON
PARR, HARLEY DAVID	12/20/91	E&M DAYTON
PATEL, RAMESH S	11/13/92	E&M DAYTON
PERUN, MARKA	02/12/93	E&M DAYTON
PETERSON, LYLE A	02/26/93	E&M DAYTON
POTTER, ROBERT A	12/20/91	E&M DAYTON
PRUGH, WILLIAM L	12/25/92	E&M DAYTON
RICH, GEORGE HARRY	10/16/92	E&M DAYTON
RIESLEY, KARON KAY	02/26/93	E&M DAYTON
ROBBINS, GARY L	11/13/92	E&M DAYTON
ROETHER, JAMES H	03/26/93	E&M DAYTON
ROGERS, RICHARD E	12/25/92	E&M DAYTON
ROMIE, JAMES J	03/26/93	E&M DAYTON
ROSENER, CAROLYN J	10/16/92	E&M DAYTON
SANDBERG, ARTHUR R	04/30/93	E&M DAYTON
SCHONDELMYER, PHILLIP	04/30/93	E&M DAYTON
SCHROEDER, JOHN C	12/20/91	E&M DAYTON
SEIBEL, CARL D	12/25/92	E&M DAYTON

NAME	TERM DATE	ORGANIZATION NAME
SEVERT, THELMA J	02/26/93	E&M DAYTON
SHARON, CYNTHIA I	12/20/91	E&M DAYTON
SHUBERT, RONALD J	12/25/92	E&M DAYTON
SIVA, JOHN J	03/26/93	E&M DAYTON
SLAMB, GENE E	12/20/91	E&M DAYTON
SLUSSER, ROBERT D	09/10/93	E&M DAYTON
SMITH, EARNESTINE J	10/16/92	E&M DAYTON
STEINKE, GENE A	12/20/91	E&M DAYTON
STEMLEY, JERRY L	01/22/93	E&M DAYTON
STURGILL, MARY E	11/13/92	E&M DAYTON
SUBER, EDWIN WILLIAM	12/25/92	E&M DAYTON
TURNER JR, LOUIS E	12/20/91	E&M DAYTON
TURNER, LLOYD D]	12/20/91	E&M DAYTON
TURNER, PATRICIA S	10/16/92	E&M DAYTON
VINEY, ELAINE FRANCES	12/25/92	E&M DAYTON
WARNER, GERALD L	02/26/93	E&M DAYTON
WYSONG, CATHLEEN H	11/13/92	E&M DAYTON
YOUNG, GERALDENE L	12/20/91	E&M DAYTON
ADAMS, JOHN F	10/11/91	E&M ITHACA
BALOG SR, CHARLES D	10/11/91	E&M ITHACA
BANGS, RICHARD G	10/11/91	E&M ITHACA
BORTZ, GARY L	10/11/91	E&M ITHACA
BOSSACK, THOMAS J	10/11/91	E&M ITHACA
CAMPBELL, TERRENCE J	10/11/91	E&M ITHACA
CARROLL JR, THOMAS F	10/11/91	E&M ITHACA
CHAFFEE, ROBERT E	10/11/91	E&M ITHACA
CLARK, LAWRENCE E	10/11/91	E&M ITHACA
CONNOR, JOHN	10/25/91	E&M ITHACA
CUATT, RUSSELL E	10/11/91	E&M ITHACA
DAVENPORT, MICHAEL B	10/11/91	E&M ITHACA
DAVIS, DWIGHT S	10/11/91	E&M ITHACA
FERRELL, P STANLEY	10/11/91	E&M ITHACA
GALE, ANN	11/01/91	E&M ITHACA
GIVENS, MICHAEL D	10/11/91	E&M ITHACA
HARRIS, BRUCE F	10/11/91	E&M ITHACA
HART, CINDY C	02/07/92	E&M ITHACA
HUNT, JEFFERY D	10/11/91	E&M ITHACA
JAMES, JOANNE CONNY	10/11/91	E&M ITHACA
LARKIN, CHERYL A	10/11/91	E&M ITHACA
LASH, ALLEN F	10/11/91	E&M ITHACA
LEHR, FRANKLIN A	10/11/91	E&M ITHACA
LOWDERMILK, JENNIFER L	09/27/91	E&M ITHACA
MARVIN, RUSSEL H	10/11/91	E&M ITHACA
NICHOLS, JILL D	09/27/91	E&M ITHACA
NORMAN, DAVID S	10/11/91	E&M ITHACA
OATHOUT, DOUGLAS M	09/27/91	E&M ITHACA
ONEIL, SHAWN P	10/18/91	E&M ITHACA
PARRATT, SUSAN A	05/22/92	E&M ITHACA
POOLEY, NATHANIAL F	09/27/91	E&M ITHACA
REYNOLDS, JOHN F	10/11/91	E&M ITHACA
RICE, ALLEN L	10/11/91	E&M ITHACA
RICKRODE, KATHLEEN D	11/29/91	E&M ITHACA
RUNDLE, JOHN C	10/11/91	E&M ITHACA
SHOEMAKER, VICKIE M	10/11/91	E&M ITHACA

NAME	TERM DATE	ORGANIZATION NAME
SLOCUM, GEORGE R	10/11/91	E&M ITHACA
SMITH, J KENNETH	09/27/91	E&M ITHACA
SPONABLE, RICHARD C	10/11/91	E&M ITHACA
STAVISH, R MARTIN	09/27/91	E&M ITHACA
SUSMANN, HERBERT J	10/18/91	E&M ITHACA
WASHBURN, THOMAS W	10/11/91	E&M ITHACA
WASILEWSKI, STANLEY A	10/11/91	E&M ITHACA
WEBER, LLOYD S	12/06/91	E&M ITHACA
WOODWARD, MICHAEL S	10/11/91	E&M ITHACA
YAICHUK, PETER W	10/11/91	E&M ITHACA
YAW, DOUGLAS A	10/11/91	E&M ITHACA
ZAWISLAK, JOSEPH B	10/11/91	E&M ITHACA
AMATO, JANET LEE	03/02/92	E&M ORLANDO
BEVERLY, BOBBIE J	01/06/92	E&M ORLANDO
BROWNING, LINDA C	11/29/91	E&M ORLANDO
CHURCH II, JAMES L	10/18/91	E&M ORLANDO
DUFF, DAVID H	10/23/92	E&M ORLANDO
DYKSTRA, LAURA L	09/20/91	E&M ORLANDO
HALL, BARBARA E	03/13/92	E&M ORLANDO
HOOVER, JEFFERSON C	09/23/91	E&M ORLANDO
JACKSON, JOYCE A	01/28/92	E&M ORLANDO
JAFFE, LYNNE D	03/02/92	E&M ORLANDO
LE, MY	02/28/92	E&M ORLANDO
LOVERIDGE, CAROL A	09/23/91	E&M ORLANDO
NELSON, DARYL H	12/21/92	E&M ORLANDO
RICHBURG, TAMELA M	11/01/91	E&M ORLANDO
ROGERS, JOHN M	03/02/92	E&M ORLANDO
SMITH, MARILYN E	03/02/92	E&M ORLANDO
SOUTHWORTH, MARY A	01/28/92	E&M ORLANDO
SURBER, BETTY R	10/18/91	E&M ORLANDO
WALKER, VALERIE A	01/28/92	E&M ORLANDO
BROWN, G R	04/27/92	E&M SAN DIEGO
BRUNS, H H	04/27/92	E&M SAN DIEGO
BUI, TUAN A	04/27/92	E&M SAN DIEGO
BURGER, ARACELI A	04/27/92	E&M SAN DIEGO
BURNS, DEBORAH A	04/27/92	E&M SAN DIEGO
CAVALLO, DAVID	04/27/92	E&M SAN DIEGO
CHIEN, MING L	04/27/92	E&M SAN DIEGO
CHOI, MARK K	04/27/92	E&M SAN DIEGO
CLINGMAN, LAWRENCE J	05/21/92	E&M SAN DIEGO
COX, WILLIAM G	04/27/92	E&M SAN DIEGO
CRAWFORD, KENNETH R	08/27/93	E&M SAN DIEGO
FLYNN, RICHARD T	08/31/93	E&M SAN DIEGO
GEORGE JR, A	04/27/92	E&M SAN DIEGO
GONZALEZ, G F	04/27/92	E&M SAN DIEGO
HASHEMIPOUR, AHMAD	04/27/92	E&M SAN DIEGO
HEFFERNAN, W H	04/30/92	E&M SAN DIEGO
HSEU, WANLIE P	04/27/92	E&M SAN DIEGO
HUANG, KUN L	04/27/92	E&M SAN DIEGO
HUBER, JAMES B	05/15/92	E&M SAN DIEGO
MUTTON, NEIL	11/23/92	E&M SAN DIEGO
JOHNSON, ROBERT E	10/16/92	E&M SAN DIEGO
KOWAL, CAMILLE A	04/27/92	E&M SAN DIEGO
LAHART, JULIE A	04/27/92	E&M SAN DIEGO

NAME	TERM DATE	ORGANIZATION NAME
LAKE, NANCY J	04/27/92	E&M SAN DIEGO
LAMOTTE, CARLA K	09/25/92	E&M SAN DIEGO
LAYBOURN, W P	04/28/92	E&M SAN DIEGO
LEECH, ROBERT M	04/27/92	E&M SAN DIEGO
LEITNER, H	04/27/92	E&M SAN DIEGO
LOPEZ, MARCIAL	04/27/92	E&M SAN DIEGO
MERKES, D B	04/27/92	E&M SAN DIEGO
MESSNER JR., RICHARD L	04/27/92	E&M SAN DIEGO
MITCHELL, D K	04/27/92	E&M SAN DIEGO
MORENO, R	04/27/92	E&M SAN DIEGO
MORROW, K M	04/27/92	E&M SAN DIEGO
MURPHY, F J	07/17/92	E&M SAN DIEGO
MURRAY, ARVELLA	02/01/93	E&M SAN DIEGO
NELDON, LEWIS H	04/27/92	E&M SAN DIEGO
NEWTON, MARK	04/27/92	E&M SAN DIEGO
NGUYEN, KHANH HEFFNE	04/27/92	E&M SAN DIEGO
NIELSEN, JEFFREY L	04/27/92	E&M SAN DIEGO
PETERSON, SAKAE	09/28/91	E&M SAN DIEGO
REIFLER, MARK J	09/28/91	E&M SAN DIEGO
RIOS, DAVID A	06/19/92	E&M SAN DIEGO
ROBINSON, MICHAEL H	04/27/92	E&M SAN DIEGO
RYBINSKI, WALTER	04/27/92	E&M SAN DIEGO
SCHOENLEBEN, HOWARD	04/27/92	E&M SAN DIEGO
BIDDERS, LARRY D	04/27/92	E&M SAN DIEGO
SINGH, AMAR JIT	04/27/92	E&M SAN DIEGO
STAFFORD, JAMES G	04/27/92	E&M SAN DIEGO
SUDBECK, DAVID J	04/27/92	E&M SAN DIEGO
TENG, CHI HSIEN	04/27/92	E&M SAN DIEGO
THOMAS, ITSUKO M	04/27/92	E&M SAN DIEGO
TRAN, HOP B	04/27/92	E&M SAN DIEGO
TUCKER, B J	06/19/92	E&M SAN DIEGO
WALKER, JACK L	04/27/92	E&M SAN DIEGO
WILSON, B STEVEN	04/13/92	E&M SAN DIEGO
WRIGHT. JOHN M	04/27/92	E&M SAN DIEGO
ZENO, RONALD J	04/27/92	E&M SAN DIEGO
AMEY, LEON R	11/21/91	E&M WICHITA
ANDERSON, RICHARD B	11/20/91	E&M WICHITA
ANDERSON, SSUZANNE M	05/13/92	E&M WICHITA
AWALT, DONALD L	11/20/91	E&M WICHITA
BALES, W BRUCE	11/20/91	E&M WICHITA
BRANNIES, ROBERT T	11/21/91	E&M WICHITA
BRIMMER, DAVID L	11/21/91	E&M WICHITA
BRUNTZ, LYNN A	11/21/91	E&M WICHITA
BUSS, STEVEN G	11/21/91	E&M WICHITA
CHIMINIELLO, EDWARD T	11/21/91	E&M WICHITA
CLARKE, CARLOS G	11/20/91	E&M WICHITA
COLE, INA J	11/20/91	E&M WICHITA
DEAN, WILEY P	11/20/91	E&M WICHITA
DEES, JOHN S	11/21/91	E&M WICHITA
DEFAZIO, GIUSEPPE R	11/21/91	E&M WICHITA
DICKEY, RAYMOND R	11/20/91	E&M WICHITA
EAGLEMAN, DONALD R	11/20/91	E&M WICHITA
FERRAN, CHARLOTTE E	11/21/91	E&M WICHITA
FOUTS, DAVID C	11/21/91	E&M WICHITA

NAME	TERM DATE	ORGANIZATION NAME
FURRY, MERLE E	11/20/91	E&M WICHITA
HALL, J GARTH	11/20/91	E&M WICHITA
HAMILTON, JERRY L	11/21/91	E&M WICHITA
HAMKER, GARY M	11/20/91	E&M WICHITA
HAUSFELD, BERNARD J	11/20/91	E&M WICHITA
HELLER, WILLIAM P	11/20/91	E&M WICHITA
HORNE, CHARLES E	11/20/91	E&M WICHITA
HOSTETTER, HAROLD F	11/21/91	E&M WICHITA
INGALLS, JUDY A	11/21/91	E&M WICHITA
JACKSON, DEAN B	11/20/91	E&M WICHITA
KING, JACK M	11/20/91	E&M WICHITA
KLEMAN, EUGENE C	11/20/91	E&M WICHITA
KREMER, NICHOLAS J	11/20/91	E&M WICHITA
KUKRAL, DEAN K	11/21/91	E&M WICHITA
LAMKIN, STERLING S	11/21/91	E&M WICHITA
LAWLESS, MICHAEL O	11/21/91	E&M WICHITA
LYNCH, PATRICIA R	05/13/92	E&M WICHITA
MATTHEWS, SUSANNE G	11/21/91	E&M WICHITA
MERTH, JANE	01/02/92	E&M WICHITA
MITCHELL, LOREN L	11/21/91	E&M WICHITA
MOFFETT, DAVID J	11/21/91	E&M WICHITA
MOSS, DOLORES J	11/25/91	E&M WICHITA
NELSON, PAUL C	11/21/91	E&M WICHITA
NESTELROAD, ROGER G	11/21/91	E&M WICHITA
PENWELL, DELORES J	11/20/91	E&M WICHITA
PITTMAN, THOMISHA A	11/21/91	E&M WICHITA
REDINGER, MARY J	11/20/91	E&M WICHITA
RIEG, MARGARET S	12/17/91	E&M WICHITA
ROSS, GEORGE A	11/20/91	E&M WICHITA
ROSS, SHIRDELLA M	11/20/91	E&M WICHITA
SCHAICH, ELEANOR E	11/21/91	E&M WICHITA
SHOEMAKER, RICHARD W	11/21/91	E&M WICHITA
SHORT, SHIRLEY E	11/20/91	E&M WICHITA
SLATER, RICHARD O	06/01/93	E&M WICHITA
SLEFFEL, DON D	11/21/91	E&M WICHITA
TEHRANI, KAZEM N	11/21/91	E&M WICHITA
TOLLER, ROBERT L	11/21/91	E&M WICHITA
TOWNE, GARY L	11/21/91	E&M WICHITA
TROWBRIDGE, DOUGLAS	11/21/91	E&M WICHITA
VALASEK, DANIEL R	11/21/91	E&M WICHITA
WEEKS, CLARENCE M	11/21/91	E&M WICHITA
WEIGANDT, RALPH E	11/20/91	E&M WICHITA
WELLS, CATHERINE M	11/21/91	E&M WICHITA
WILSON, JAMES P	11/21/91	E&M WICHITA
WILSON, ROBERT L	11/21/91	E&M WICHITA
WOOD, KENDALL L	11/21/91	E&M WICHITA
YENTZER, THOMAS W	11/21/91	E&M WICHITA
ZACHARIAS, NED E	11/21/91	E&M WICHITA
ZIMMERMAN, ALLAN C	11/20/91	E&M WICHITA
CARMINE, DEAN	04/16/92	MCPD COLUMBIA
WAKEFIELD, RODNEY L	04/10/92	MED COLORADO SPRINGS
SLOAN, OTIS P	04/23/93	NISG DIV OFFICE
ABRAMOWITZ, NORM	12/16/91	NPD SAN DIEGO
ANDERSON, KELLY R	12/16/91	NPD SAN DIEGO

NAME	TERM DATE	ORGANIZATION NAME
BONK, THOMAS R	12/10/91	NPD SAN DIEGO
BRAY, NANCY H	12/16/91	NPD SAN DIEGO
BREIMON, ANDREW K	04/30/93	NPD SAN DIEGO
BURDETTE, DAVID C	12/16/91	NPD SAN DIEGO
CAMPBELL, THOMAS K	01/13/92	NPD SAN DIEGO
CASTNER, BRUCE A	12/10/91	NPD SAN DIEGO
CERRO, ROBERT E	01/13/92	NPD SAN DIEGO
CHAPPELL, CINDY L	11/19/91	NPD SAN DIEGO
CHONG, YUKUN	01/13/92	NPD SAN DIEGO
CHRISTENSEN, CHARLOTT	11/27/91	NPD SAN DIEGO
COFFMAN, JANE E	12/16/91	NPD SAN DIEGO
COLLINS, ALYCIA M	12/10/91	NPD SAN DIEGO
CONNER, LYNDA M	01/13/92	NPD SAN DIEGO
CONSTANTE, JOSEPH P	01/13/92	NPD SAN DIEGO
CROSTHWAITE, L P	12/16/91	NPD SAN DIEGO
DAVIS, DAVID C	12/10/91	NPD SAN DIEGO
DOTRAN, ROSEMARY L	12/16/91	NPD SAN DIEGO
DOUGLAS, LARRY	01/13/92	NPD SAN DIEGO
DUNCAN, TERRIL S	11/21/91	NPD SAN DIEGO
FIELD, ERNEST E	04/30/93	NPD SAN DIEGO
FOLSOM, ROGER J	12/16/91	NPD SAN DIEGO
FULLWOOD, ALESIA S	01/13/92	NPD SAN DIEGO
HARDY, BRIAN M	01/13/92	NPD SAN DIEGO
HEALY, RICHARD T	11/19/91	NPD SAN DIEGO
HOANG, LOAN M	01/13/92	NPD SAN DIEGO
HUGHES, S LYNN	11/19/91	NPD SAN DIEGO
HUGHES, WILLIAM J	11/19/91	NPD SAN DIEGO
HURST, DONALD S	01/13/92	NPD SAN DIEGO
JERGENSON, LEAH M	02/28/92	NPD SAN DIEGO
JOHNSON, DALE A	12/23/91	NPD SAN DIEGO
JONAH, JENNIFER A	12/16/91	NPD SAN DIEGO
KECK, MARY E	11/19/91	NPD SAN DIEGO
KELLY, RICHARD C	01/20/92	NPD SAN DIEGO
KLESPER, LAURA L	12/16/91	NPD SAN DIEGO
KUAN, PIN SHEN	12/16/91	NPD SAN DIEGO
KUO, ELISE	01/13/92	NPD SAN DIEGO
LAIDLAW, PAULA C	01/13/92	NPD SAN DIEGO
LANFORD, MITZI G	03/10/92	NPD SAN DIEGO
LATORRE, JENNIFER J	12/10/91	NPD SAN DIEGO
LATUS, JOHN E	12/16/91	NPD SAN DIEGO
LEE, BARBARA K	01/13/92	NPD SAN DIEGO
LOWERY, TIMOTHY A	01/13/92	NPD SAN DIEGO
LYONSDANIELS, BEATRICE	01/13/92	NPD SAN DIEGO
MARTIN, MELBER H	12/16/91	NPD SAN DIEGO
MARTINEZ, JOHN V	12/10/91	NPD SAN DIEGO
MATRAS, CHRISTOPHER	09/20/91	NPD SAN DIEGO
MATTHEWS, WILLIAM V	12/16/91	NPD SAN DIEGO
MC CLOW, JOHN H	12/16/91	NPD SAN DIEGO
MECHLING, RANDY M	12/10/91	NPD SAN DIEGO
MELZER, PATRICIA A	12/16/91	NPD SAN DIEGO
NELSON, LORRAINE C	12/10/91	NPD SAN DIEGO
NEWLAND, JAMES F	12/16/91	NPD SAN DIEGO
NGO, THU LE	12/16/91	NPD SAN DIEGO
NIELSEN, ESTHER I	12/16/91	NPD SAN DIEGO

NAME	TERM DATE	ORGANIZATION NAME
NORD, LELAND S	12/16/91	NPD SAN DIEGO
OKANE, SAMUEL J	01/13/92	NPD SAN DIEGO
PITYK, MICHAEL S	11/19/91	NPD SAN DIEGO
PRESTON, ROBERT L	12/10/91	NPD SAN DIEGO
RATCLIFF, DANIEL G	11/19/91	NPD SAN DIEGO
ROCHESTER, STEVEN C	01/13/92	NPD SAN DIEGO
ROGERSON, DALE E	11/21/91	NPD SAN DIEGO
SCHMIDT, WILLIAM C	01/13/92	NPD SAN DIEGO
SEAWRIGHT, ROBERT E	12/10/91	NPD SAN DIEGO
SLOMAN, B TODD	01/13/92	NPD SAN DIEGO
STANFORD, PATRICK E	12/16/91	NPD SAN DIEGO
TSAI, PHILY	12/16/91	NPD SAN DIEGO
WANSLEY, PHILIP D	01/13/92	NPD SAN DIEGO
WEBER, CHRISTOPHER G	12/16/91	NPD SAN DIEGO
WILSON, BRUCE I	12/16/91	NPD SAN DIEGO
WITHEY, PETER B	12/16/91	NPD SAN DIEGO
YOUNG, JOY W	01/13/92	NPD SAN DIEGO
YOUNT, CONRAD D	12/10/91	NPD SAN DIEGO
ACORD, STEPHEN D	12/08/91	NPD ST. PAUL
ANDERSON, JOEL P	12/08/91	NPD ST. PAUL
ANDERSON, RICHARD S	12/08/91	NPD ST. PAUL
ANTOLIK, JOHN W	09/29/91	NPD ST. PAUL
BALISTRERI, MICHAEL N	12/08/91	NPD ST. PAUL
BARNES, THOMAS D	12/08/91	NPD ST. PAUL
BARNISH, DAVID M	12/08/91	NPD ST. PAUL
BARRY, RAMONA L	12/08/91	NPD ST. PAUL
BARTELS, JEFFREY H	12/08/91	NPD ST. PAUL
BARTHOLOW, KATHY M	03/20/92	NPD ST. PAUL
BECKER, JOHN R	12/08/91	NPD ST. PAUL
BELOY, COLLEEN M	12/08/91	NPD ST. PAUL
BIRKELAND, ERIC W	12/08/91	NPD ST. PAUL
BLUE, KRISTIN L	03/20/92	NPD ST. PAUL
BRANDT, ROBERT B	12/08/91	NPD ST. PAUL
BROOKS, GARY J	12/08/91	NPD ST. PAUL
BROWN, JEFFREY O	02/23/92	NPD ST. PAUL
BUCZKOWSKI, PAMELA A	01/20/92	NPD ST. PAUL
CAPE, ROBERT M	12/08/91	NPD ST. PAUL
CARR, JAMES P	12/15/91	NPD ST. PAUL
CHAPUT, JULIE A	12/08/91	NPD ST. PAUL
CHEN, CHAN SHING	12/08/91	NPD ST. PAUL
COURTEAU, DUANE L	12/08/91	NPD ST. PAUL
CZICHRAY, STEPHAN E	12/08/91	NPD ST. PAUL
DANIELS, SCOTT J	12/08/91	NPD ST. PAUL
DEDON, CHARLES L	12/08/91	NPD ST. PAUL
DEMENT, ANNE M	12/08/91	NPD ST. PAUL
DEWIT, PETER J	12/08/91	NPD ST. PAUL
DINH, HUNGV	12/08/91	NPD ST. PAUL
DODGE, RONALD E	12/08/91	NPD ST. PAUL
ECKER, PAUL L	12/29/91	NPD ST. PAUL
EKBERG, SHERYLLYN	12/08/91	NPD ST. PAUL
EMERSONHENRY, CHARLE	12/08/91	NPD ST. PAUL
ERICSON, ROGER C	12/08/91	NPD ST. PAUL
FEIGAL, JOHN JEROME	12/08/91	NPD ST. PAUL
FISHER, GERRY	09/10/93	NPD ST. PAUL

NAME	TERM DATE	ORGANIZATION NAME
FLAM, CYNTHIA M	12/08/91	NPD ST. PAUL
FLITTIE, WILLIAM T	12/15/91	NPD ST. PAUL
FOXLEY, AUDREY L	12/29/91	NPD ST. PAUL
FRALEY, JOHN J	12/08/91	NPD ST. PAUL
GASKILL, WILLIAM D	12/08/91	NPD ST. PAUL
GILBERT, KENNETH E	12/08/91	NPD ST. PAUL
GRIEMAN, LORRAINE M	12/08/91	NPD ST. PAUL
GRIFFIN, CAROL D	09/29/91	NPD ST. PAUL
GROENKE, RONALD M	05/29/92	NPD ST. PAUL
GUSE, DONALD L	12/08/91	NPD ST. PAUL
HALEY, CORNELIA D	12/08/91	NPD ST. PAUL
HALLGREN, DONALD	12/08/91	NPD ST. PAUL
HANSEN, GREGORY A	12/08/91	NPD ST. PAUL
HANSON, ERIC R	12/08/91	NPD ST. PAUL
HELFINSTINE, DAVID A	12/08/91	NPD ST. PAUL
HOBBY, MICHAEL J	12/08/91	NPD ST. PAUL
HOFFMANN, THERESA A	12/08/91	NPD ST. PAUL
HUGHES, JOSEPH W	12/29/91	NPD ST. PAUL
HUGHES, WILLIAM C	12/15/91	NPD ST. PAUL
INDERIEDEN, DANIEL W	12/08/91	NPD ST. PAUL
IVERSON, GARY J	08/16/92	NPD ST. PAUL
JANISCH, DONAVON A	12/08/91	NPD ST. PAUL
JOHNSON, BARBARA J	12/08/91	NPD ST. PAUL
JOHNSON, BRIAN L	12/08/91	NPD ST. PAUL
KAPPAUF, LYNNE M	12/08/91	NPD ST. PAUL
KAPPEL, GLENDON D	12/08/91	NPD ST. PAUL
KARSNIA, ALLEN L	12/08/91	NPD ST. PAUL
KLEIN, TONY J	12/08/91	NPD ST. PAUL
KNAPTON, TERRENCE W	12/08/91	NPD ST. PAUL
KOEZLY, EDWIN F	12/08/91	NPD ST. PAUL
LA RUE, MARK H	12/08/91	NPD ST. PAUL
LANGENBERGER, JAMES G	12/08/91	NPD ST. PAUL
LATTERY, WILLIAM F	02/23/92	NPD ST. PAUL
LAUN, DANIEL E	12/08/91	NPD ST. PAUL
LUK, GEORGE J	12/08/91	NPD ST. PAUL
LYNCH, JEROME A	12/08/91	NPD ST. PAUL
MACHLER, GREGORY L	12/08/91	NPD ST. PAUL
MAGERS, ELENA J	12/08/91	NPD ST. PAUL
MALLINGER, RICHARD	12/08/91	NPD ST. PAUL
MANSERGH, NANCY S	07/26/92	NPD ST. PAUL
MARK, DEAN A	06/26/92	NPD ST. PAUL
MATTHEWS, CHRISTOPHE	12/08/91	NPD ST. PAUL
MAYNARD, DAVID M	12/08/91	NPD ST. PAUL
MC CABE, KATHLEEN A	12/08/91	NPD ST. PAUL
MEALS, RANDALL R	12/06/91	NPD ST. PAUL
MICHAUD, ROBERT J	12/08/91	NPD ST. PAUL
MILLER, MARTIN D	12/29/91	NPD ST. PAUL
MOLL, JAMES H	12/08/91	NPD ST. PAUL
MORK, DEAN A	06/28/92	NPD ST. PAUL
MORLOK, CLAYTON J	11/29/91	NPD ST. PAUL
MUEGGENBERG, TIM J	12/08/91	NPD ST. PAUL
NARUSIEWICZ, STANLEY E	12/08/91	NPD ST. PAUL
NESDAHL, MYRON A	12/15/91	NPD ST. PAUL
NIEDERMAN, ROBIN A	12/08/91	NPD ST. PAUL

NAME	TERM DATE	ORGANIZATION NAME
NIEMI, DENNIS J	12/08/91	NPD ST. PAUL
OCEL, GEORGE L	12/08/91	NPD ST. PAUL
OHR, JAMES P	01/26/92	NPD ST. PAUL
OLSON, JOHN T	12/08/91	NPD ST. PAUL
OLSON, REBECCA R	12/15/91	NPD ST. PAUL
OZANNE, STEVEN K	12/08/91	NPD ST. PAUL
PETERSON, RONALD R	12/08/91	NPD ST. PAUL
REINKE, KARL	12/29/91	NPD ST. PAUL
REMDE, KEVIN	12/29/91	NPD ST. PAUL
RILEY, CHARLES R	11/28/91	NPD ST. PAUL
Rl LEY, MICHAEL A	12/08/91	NPD ST. PAUL
ROGERS, ROBERT C	12/08/91	NPD ST. PAUL
RUTZ, DAVID M	12/08/91	NPD ST. PAUL
SCHABACKER, ROBERT	12/08/91	NPD ST. PAUL
SCHILLERSTROM, ROBERT	12/08/91	NPD ST. PAUL
SCHMIDT, KIRSTEN T	12/08/91	NPD ST. PAUL
SCHMITT, JEFF R	09/29/91	NPD ST. PAUL
SCHREIER, PATRICK H	12/08/91	NPD ST. PAUL
SCHREIFELS, JOSEPH L	12/29/91	NPD ST. PAUL
SCHROEDER, KAREN R	12/08/91	NPD ST. PAUL
SCHUMANN, KIM L	12/08/91	NPD ST. PAUL
SCHWANKE, WALTER H	12/29/91	NPD ST. PAUL
SCHWERTEL, STEVEN J	12/08/91	NPD ST. PAUL
SJOGREN, DAVID R	12/08/91	NPD ST. PAUL
SOSTARICH, JON M	12/08/91	NPD ST. PAUL
STEINBACH, MICHAEL S	12/08/91	NPD ST. PAUL
STOCKTON, RICHARD S	12/08/91	NPD ST. PAUL
STRAKS, GERALD M	12/08/91	NPD ST. PAUL
SUTHERLANAD, JULIE K	02/23/92	NPD ST. PAUL
TAYLOR, DOUGLAS H	12/08/91	NPD ST. PAUL
THIES, GLEN A	12/08/91	NPD ST. PAUL
THOMPSON, WILLIAM R	12/08/91	NPD ST. PAUL
TILLESON, AARON L	09/15/91	NPD ST. PAUL
VARNER, BRUCE R	12/08/91	NPD ST. PAUL
WAGEMAN, MICHAEL R	09/29/91	NPD ST. PAUL
WARRICK, ROBERT W	12/08/91	NPD ST. PAUL
WEINGARTH, ROGER E	05/29/92	NPD ST. PAUL
WELCH, DANA C	12/08/91	NPD ST. PAUL
WOLFE, ROSALIE B	12/15/91	NPD ST. PAUL
WOOD, BRADLEY S	10/30/92	NPD ST. PAUL
WOOLEVER JR., WILLIAM E	12/08/91	NPD ST. PAUL
WYGONIK, MARK G	07/26/92	NPD ST. PAUL
ZDRAZIL, CHARLES L	02/23/92	NPD ST. PAUL
RAIFORD, DELAS	11/16/92	NPD-SAN DIEGO
BARARI, NASSRIN	03/05/93	SYSTEMEDIA
BARROW, ERIC F	12/20/91	SYSTEMEDIA
BURIAN, WILLIAM M	10/30/92	SYSTEMEDIA
CASE, STEPHEN R	12/18/92	SYSTEMEDIA
COLVIN, KENNETH L	03/01/92	SYSTEMEDIA
DAVIS, DONAVON B	09/10/93	SYSTEMEDIA
DECKER, KEVIN T	12/20/91	SYSTEMEDIA
DUNAWAY, BRIAN L	12/31/92	SYSTEMEDIA
GRAHAM, DONALD H	12/18/92	SYSTEMEDIA
HILLEBRANDT, RONALD A	11/29/91	SYSTEMEDIA

NAME	TERM DATE	ORGANIZATION NAME
HILTONEN, JOHN R	12/18/92	SYSTEMEDIA
HOGAN, CHARLES J	12/13/91	SYSTEMEDIA
HUGHES JR, LAWRENCE D	11/08/91	SYSTEMEDIA
INGRAM, VERNON	11/30/91	SYSTEMEDIA
JOHNSTON, JACQUELYN M	11/15/91	SYSTEMEDIA
KILMON, RALPH T	02/28/93	SYSTEMEDIA
KOEHLING, MICHAEL R	06/18/93	SYSTEMEDIA
LAIDLAW, BARBARA S	04/24/92	SYSTEMEDIA
LAMPERT, MARVIN J	01/01/93	SYSTEMEDIA
LEE, KYLE W	12/18/92	SYSTEMEDIA
MANIS, JAMES W	09/06/93	SYSTEMEDIA
MC CARTHY, DANIEL V	11/18/91	SYSTEMEDIA
MELLEM, ILENE G	08/14/92	SYSTEMEDIA
MORRISSEY, JANE F	12/20/91	SYSTEMEDIA
MOSS, VIRGINIA G	11/20/92	SYSTEMEDIA
NESTOROFF, BERNARD G	11/19/91	SYSTEMEDIA
OSLER, PATRICK A	11/15/91	SYSTEMEDIA
PINCH, KAREN D	12/03/91	SYSTEMEDIA
RATIGAN, BRAD D	12/21/92	SYSTEMEDIA
REASONS, DWIGHT	10/18/91	SYSTEMEDIA
RECK, GEORGE A	10/02/92	SYSTEMEDIA
SCHWARTZ, TERESA L	09/27/91	SYSTEMEDIA
SMITH JR, HARRY J	12/20/91	SYSTEMEDIA
SOMBERG, VICKI E	12/20/91	SYSTEMEDIA
SPEARS, JERRY E	04/03/92	SYSTEMEDIA
SPIRES, GINGER V	12/27/91	SYSTEMEDIA
STONE, DANIEL H	09/27/91	SYSTEMEDIA
STONE, TRACY	07/02/92	SYSTEMEDIA
STRUESSEL, GARY E	01/04/93	SYSTEMEDIA
TASTSIDES, NANCY E	02/21/92	SYSTEMEDIA
WEIR. JONI M	12/20/91	SYSTEMEDIA
WEISS, DENNIS L	09/13/91	SYSTEMEDIA
WHALEN, CHARLES E	12/18/92	SYSTEMEDIA
WHEELER, JACK T	12/31/91	SYSTEMEDIA
WOOD, STEVE H	12/20/91	SYSTEMEDIA
VOGEL, BARBARA A	11/27/91	SYSTEMEIDA
ADAMS, LINDA L	02/05/92	USG
ALBEN, CHARLES A	01/24/92	USG
ALBERT, DANNY R	06/30/93	USG
ALLAMAN, ROBERT L	09/10/93	USG
ALLEN JR, EDWARD B	06/30/93	USG
ALLISON, SUSAN G	06/30/93	USG
ALLMAN, CHARLES W	01/31/92	USG
ANDERSON, CONNIE W	09/10/93	USG
ANDERSON, DONALD L R	11/15/91	USG
ANDERSON, LEE A	08/11/92	USG
ARENDARCZYK, TERESA A	09/29/91	USG
ARMSTRONG, JACK A	02/28/92	USG
ASHLAND, JANICE	12/13/91	USG
AYRES, WILLIAM R	02/28/93	USG
BACAKUS, VANNA V	11/15/91	USG
BAER, DAVID L	06/30/93	USG
BAILY, JAMIE J	09/10/93	USG
BAKER, BEVERLY A	03/19/93	USG

NAME	TERM DATE	ORGANIZATION NAME
BAKER, CHARLES W	05/31/92	USG
BAKER, CLARA T	01/31/92	USG
BAKER, WILLIAM U	02/15/93	USG
BARNA, CATHERINE H	02/07/92	USG
BARONE, ROBERT E	02/26/93	USG
BARRETT, DIANE	11/10/91	USG
BARRY, STEPHEN T	08/31/93	USG
BARTLETT, JENNIFER W	04/17/92	USG
BARTOLOMA, VICTOR A	01/03/92	USG
BAUMANN, HANS J	12/27/91	USG
BEATTY, GREGORY G	09/10/93	USG
BECKER, GEORGE	06/30/93	USG
BECKETT, RICHARD E	05/28/93	USG
BEDIAKO, ERNEST O	09/10/93	USG
BELDEN, JOSEPH J	06/01/93	USG
BELL, SANDRA B	10/11/91	USG
BENITEZ, ROBERT G	05/20/93	USG
BENKO, JAMES V	07/09/92	USG
BENNETT, VICTOR F	01/10/92	USG
BERTRAND, CLAUDIA M	04/03/92	USG
BEY, VALERIE R	04/30/93	USG
BICKERT, ROBERT G	09/18/92	USG
BINGHAM, RICHARD A	12/20/91	USG
BIRGE, DONALD P	02/12/93	USG
BIRGE, GERALD K	01/18/93	USG
BIRK, UDO W	03/31/92	USG
BLACK, JULI L	01/17/92	USG
BLACKWELL, WILLIAM E	12/31/92	USG
BLAKE, PHILIP E	04/30/92	USG
BLASKO, DAVID S	02/21/92	USG
BLOOM, EUGENE E	11/28/92	USG
BLOOM, GAIL D	01/08/92	USG
BOHANNON, JOHN E	03/27/92	USG
BOLAND, RICHARD L	07/01/92	USG
BOLLMAN, BARBARA J	04/30/93	USG
BONEAR, EBEN B	01/24/92	USG
BOOHER, WILLIAM H	06/30/93	USG
BORDERS, CHARLES R	10/31/92	USG
BOROFF JR, PAUL E	06/30/93	USG
BOWMAN, RICHARD L	05/29/92	USG
BOWMAN, SCOTT L	10/30/91	USG
BOYCE III, HARRY	04/17/92	USG
BOYDE, BRETT O	09/10/93	USG
BOYKIN, DONALD E	01/31/92	USG
BOYLE JR, JAMES W	12/27/91	USG
BOYNTON, BARBARA CHE	09/25/91	USG
BOZOVICH, CATHLEEN A	10/11/91	USG
BRADSHAW, ELMER O	11/30/91	USG
BRAGG, WILLIAM J	10/11/91	USG
BRANDON, BARRY W	08/21/92	USG
BRIDGES, LAWRENCE W	12/31/92	USG
BRIGHT, JAMES R	01/31/92	USG
BRINK, JEFFREY D	10/10/91	USG
BRINKLEY, JAMES E	06/01/93	USG

NAME	TERM DATE	ORGANIZATION NAME
BROADFOOT, ALEXANDER	09/10/93	USG
BROTHERS, RICHARD G	02/28/93	USG
BROWN, BERTHA L	11/08/91	USG
BROWN, CATHERINE M	02/07/92	USG
BROWN, DANIEL B	11/22/91	USG
BROWN, PATRICIA A	01/18/93	USG
BROWN, RICHARD R	10/30/92	USG
BRUCE, CAROL S	03/26/93	USG
BUCHANAN, JOHN	04/10/92	USG
BUDGE, MORGAN P	03/31/92	USG
BUDNIK, LEROY A	06/30/93	USG
BUEHRER, RONALD J	05/03/93	USG
BURNETT, RUFUS P	01/31/92	USG
BURNHAM, MICHAEL A	01/18/93	USG
BUTLER JR, HENRY R	06/01/92	USG
BUTLER, JAMES L	11/22/91	USG
BUTT, THOMAS N	05/21/93	USG
BYERLY, SUSAN V	06/30/93	USG
BYFORD, FREDERICK W	12/13/91	USG
CABANISS, TILTON E	01/03/92	USG
CALE, TIMOTHY S	05/06/93	USG
CALLIHAN, MARTHA M	10/11/91	USG
CAMPBELL, LOUISE	05/26/92	USG
CANHAM, DONALD R	12/31/92	USG
CANNON, MARK G	12/31/92	USG
CARON, RICHARD E	11/30/92	USG
CARSON, KEVIN M	11/27/92	USG
CARTER, KENNETH W	07/16/93	USG
CEJKA, CHRIS N	01/06/92	USG
CHANDLER, JOHN R	06/30/93	USG
CHARLES, LILY	09/27/91	USG
CHERNOFF, ROBERT D	05/29/92	USG
CHESNEK, KENNETH R	04/23/93	USG
CHIASSON, ERIC F	02/07/92	USG
CHRISTIAN, EDWARD R	04/03/92	USG
CHRISTY, SHARI E	03/31/93	USG
CICCHESE, TIMOTHY M	09/10/93	USG
CIVITA, GEORGE C	01/31/92	USG
CLARK, DAVID W	06/30/93	USG
CLARK, EDWARD J	02/11/92	USG
CLARK, EVERETT E	12/13/91	USG
CLARK, MARILYN J	04/17/92	USG
CLAYTON, RICHARD J	07/31/92	USG
CLIFFORD, JOHN T	07/31/92	USG
COCKRELL, DARRELL E	11/28/92	USG
COFFING, THOMAS L	06/30/93	USG
COLEMAN, DAVID A	05/18/92	USG
COLEMAN, FRANK A	11/29/91	USG
CONKLIN, FLOYD E	03/13/92	USG
CONNER, CYNTHIA A	12/18/92	USG
CONNOR, EUGENE W	05/15/92	USG
COOK, TERRANCE L	03/12/93	USG
COOKSON, JOHN E	10/09/92	USG
COOPER, EARL J	06/30/93	USG

NAME	TERM DATE	ORGANIZATION NAME
COPELAND, WILLIAM J	11/22/91	USG
CORBETT, NORMAN L	01/06/92	USG
CORBO, MARIE	03/26/93	USG
CORRIGAN, WILLIAM R	02/07/92	USG
COX, JAMES T	11/22/91	USG
COX, THEODORE L	12/20/91	USG
CRANE, KATHLEEN I	09/29/91	USG
CREAMER, VERNON C	12/18/92	USG
CURRY, SANDRA E	10/18/91	USG
CUSHEY, RAYMOND L	12/13/91	USG
CUTRIGHT, CARL R	12/11/92	USG
DAVIE, ERWIN N	02/28/93	USG
DAVIS JR, RICHARD M	12/30/91	USG
DAVIS, SUSAN V	01/31/92	USG
DAWSON, ROBERT E	04/01/92	USG
DAY, CARLOS H	06/30/93	USG
DEBAUCHE, THOMAS L	05/21/93	USG
DECH JR, ALAN O	12/31/92	USG
DECKERJOLIE, TERRY M	03/19/93	USG
DECKMAN, BRIAN G	03/23/92	USG
DELGADO, ROSA L	02/26/93	USG
DEMING, JANET L	07/31/92	USG
DEMPSEY, JACK C	06/30/93	USG
DESMOND, LESLIE J	06/30/92	USG
DIEGO JR, AGUSTIN	06/28/92	USG
DIRAMIO, ARTHUR F	09/10/93	USG
DISALVO, JAMES T	06/30/93	USG
DISRUD, GERALD N	01/22/93	USG
DOBBS JR, WILLIAM DAVID	01/24/92	USG
DONNELLY, LAWRENCE G	08/24/92	USG
DROBECK, JUDITH M	01/29/93	USG
DUBLIN JR, CHARLES	10/18/91	USG
DUFF, THOMAS P	01/01/93	USG
DUFFY, JANE E	10/11/91	USG
DUNLAP, JANELLE	05/14/93	USG
DUNN, HERMAN L	02/12/93	USG
DUNN, MARK A	11/15/91	USG
DURFEE, DONALD A	06/30/93	USG
DWYER, JOHN S	01/31/92	USG
EDGAR, DOROTHY A	09/11/92	USG
EDWARDS, JOHNNY M	08/07/92	USG
ELLIS, WILLIAM J	04/30/92	USG
ENNIS, C EUGENE	07/13/92	USG
ERSKIN, JOE E	01/31/92	USG
EUKER JR, HAROLD W	01/31/92	USG
EVANS, L GENE	06/30/93	USG
EVANS, SIM E	06/30/93	USG
FAIRLIE. TIMOTHY J	04/30/93	USG
FAULKNER, CHERYL A	06/30/93	USG
FAULKNER, WYLIE F	01/29/93	USG
FEDEWA, LORI BETH	06/30/93	USG
FEEMSTER, ARTHUR E	02/29/92	USG
FELFE, CURTIS J	03/13/92	USG
FENTON, THOMAS V	04/10/92	USG

NAME	TERM DATE	ORGANIZATION NAME
FERGUSON, NEIL E	04/10/92	USG
FERNANDEZ, ALAN	02/12/93	USG
FERNANDEZ, ROSE S	03/26/93	USG
FIED, JOAN M	09/10/93	USG
FIGUEROA JR, HIPOLITO M	09/30/91	USG
FINN JR, LEO P	05/31/92	USG
FIORE, LILY A	04/03/92	USG
FISER, GARY W	03/26/93	USG
FLAHERTY, MICHAEL J	10/11/91	USG
FLANAGAN, FRANCIS P	07/30/92	USG
FLEISCHAUER, WILLIAM N	05/29/92	USG
FORTE, GEORGE J	04/03/92	USG
FREDERICKS, RAYMOND B	05/31/92	USG
FREDERICKSEN, MARY O	04/02/93	USG
FREEMAN, JIMMIE W	06/01/93	USG
FREEMAN, MARILYN J	06/30/93	USG
FRENCH, ALICE C	09/10/93	USG
FRENCH, JAMES R	10/30/92	USG
FRIED, RICHARD S	03/31/92	USG
GABEL, JACK E	06/30/93	USG
GABRIEL, DAWN M	02/28/92	USG
GAMBLIAN, STAN H	06/30/93	USG
GANTZER, KATHLEEN A	03/26/93	USG
GARRETT JR, GEORGE T	02/28/93	USG
GEISLEMAN, CLIFTON R	01/13/92	USG
GENCH, SHERRY	02/14/92	USG
GIBSON, MARK A	11/22/91	USG
GILLEN. DAVID P	04/21/92	USG
GLANDER, C LYNN	01/22/93	USG
GLOVER, INDIA P	06/30/93	USG
GNIAZDOWDKI, THOMAS J	06/30/93	USG
GODSEY, JEANNETTE I	08/27/93	USG
GODWIN, PATRICIA A	03/26/93	USG
GOLD, DANA M	04/30/93	USG
GOODPASTER, RICHARD G	05/29/92	USG
GOODWIN, STEVEN A	03/26/93	USG
GOONAN, PATRICK J	09/12/93	USG
GORSSKI, ROBERT B	04/30/93	USG
GRAYER, KERMIT A	01/20/92	USG
GREGORY, CHARLES R	02/21/92	USG
GREGORY, ROBERT O	06/30/93	USG
GRIFFITH, DANA D	04/30/92	USG
GRISAFI, GASPER J	04/17/92	USG
GROAT, KAREN A	08/21/92	USG
GUINN, MARGARET A	09/29/91	USG
GUNDERSON, PATRICIA J	09/15/91	USG
HAGMAN, LINDA L	01/17/92	USG
HALL, BRIAN W	06/30/93	USG
HALL, DENISE A	04/17/92	USG
HALLER, PAUL C	06/30/93	USG
HAMBLIN, MCRAE J	02/28/92	USG
HARPER, EDNA D	02/26/93	USG
HARRIS, CINDY L	09/27/91	USG
HART, DENNIS E	04/17/92	USG

NAME	TERM DATE	ORGANIZATION NAME
HARTIG, ROBERT J	07/31/92	USG
HARTLAND, RAYMOND T	03/13/92	USG
HARTLIEP, SUSAN L	09/15/91	USG
HARVEY, WILLIAM G	01/31/92	USG
HATCHER, KEITH D	06/04/93	USG
HEETER, ROBERT A	06/30/93	USG
HEFNER, LEON A	05/22/92	USG
HELLBERG, KURT	06/30/93	USG
HENKEL, JOLENE L	06/01/93	USG
HERDEEN, FREDERICK C	11/01/91	USG
HERMAN, WILLIAM	06/30/93	USG
HILL, LISA R	03/20/92	USG
HILL, WILLIAM C	02/14/92	USG
HIMES, STEPHEN A	05/07/93	USG
HIRE, FRANK L	08/16/93	USG
HOBSON, HEATHER S	02/26/93	USG
HODGES, LAWRENCE W	04/10/92	USG
HOFFMAN, RONALD C	09/29/91	USG
HOFMANN, TERRY W	07/17/92	USG
HOLDER, JAMES E	01/17/92	USG
HOLLAND, MICHAEL S	06/30/92	USG
HOLMES, GLEN W	12/31/92	USG
HOLMES, STEPHEN J	01/17/92	USG
HORAS JR, GEORGE J	06/11/93	USG
HOWARD, JONATHAN B	11/08/91	USG
HUBAN, SEAN M	09/10/93	USG
HUDANISH, CAROL D	04/03/92	USG
HUDSON, HERMAN J	09/10/93	USG
HUFFMAN, WANFENG	09/10/93	USG
HUFFMIRE, JON	04/17/92	USG
HUMPHRY, DAVID J	04/02/93	USG
HUNT, CHARLES L	12/25/92	USG
HUYNH, PHU	09/20/91	USG
HYLAND, JUSTINE C	04/17/92	USG
IHNS, JOSEPH E	07/17/92	USG
INGRAM, MARY L	12/09/91	USG
IRBY, MARIANNE	11/08/91	USG
IRWIN, LINDA S	08/27/93	USG
JACOB, JOSEPH W	11/27/92	USG
JACOBS, JAMEECE L	09/23/91	USG
JENKINS, EDITH H	06/30/93	USG
JENSEN, JILL A	09/29/91	USG
JOHNES, LAWRENCE	08/14/92	USG
JOHNSON JR, W DONALD	11/13/92	USG
JOHNSON, BARBARA ELLE	02/28/93	USG
JOHNSON, GARY L	10/16/92	USG
JOHNSON, GENE L	01/22/93	USG
JOHNSON, GEORGE W	11/22/91	USG
JOHNSON, LYNN H	05/29/92	USG
JOHNSON, VERNON G	02/29/92	USG
JONES JR, HAROLD W	09/30/92	USG
JONES, C H	04/30/93	USG
JONES, EDISON A	10/18/91	USG
JONES, MARYANN E	02/12/93	USG

NAME	TERM DATE	ORGANIZATION NAME
JOYNER, DORIS J	11/22/91	USG
KALAL, GENE R	07/12/93	USG
KAMP. PEGGY J	12/11/92	USG
KANIK, JOHN P	10/11/91	USG
KARAU, DAVID R	01/27/92	USG
KASHAWNY, JOSEPH M	09/15/91	USG
KASPER, RICHARD L	09/20/91	USG
KATULAK, CAROL A	10/23/92	USG
KAVANAGH, ELAINE E	01/31/92	USG
KEITH, NORMA M	12/31/92	USG
KELCHNER, TERRENCE L	09/10/93	USG
KELLY JR, JOHN E	01/31/92	USG
KELLY, THOMAS J	09/10/93	USG
KENNEDY, DAVID P	06/30/93	USG
KERRY, JUDITH B	11/08/91	USG
KIDD, HOLLI L	03/06/92	USG
KILEY, JANE C	11/15/91	USG
KIM, ROY B	04/10/92	USG
KING, STEVEN D	02/28/93	USG
KING, TERRY L	06/30/93	USG
KIRBY, KATHLEEN	09/27/91	USG
KLOPP, KRISTIE L	09/15/91	USG
KLOSTER, ROGER L	10/02/92	USG
KLUG, ARDELL L	06/18/93	USG
KNIGHT, CHARLES A	04/03/92	USG
KNOX, LINDA M	05/08/92	USG
KOBZIAR, ANDREW M	05/22/92	USG
KOHLS, CAROLYN L	06/01/93	USG
KOOGLER, ROBERT E	06/30/93	USG
KREJSA, STEVE	08/21/92	USG
KRESS, RONALD L	12/31/92	USG
KRINGER, DENNIS G	11/22/91	USG
KRUCH, DEBORAH A	06/12/92	USG
KUHN, RONALD R	01/15/93	USG
KUO, SHING HUEY	11/13/92	USG
KUSH, FRED B	11/29/91	USG
LACHEY, MARCELLUS H	09/10/93	USG
LAHM, ANN	09/29/91	USG
LAMPE, DONA J	02/07/92	USG
LANASA, LISA M	10/11/91	USG
LANHAM, ROBERT K	02/28/92	USG
LASCHE, LARRY D	07/31/92	USG
LAUB, RICHARD M	10/11/91	USG
LAVOUN, ELLEN L	10/10/91	USG
LAWSON, CHARLES R	09/27/91	USG
LAWSON, ROBER W	10/11/91	USG
LAWTHER, JOHN W	11/22/91	USG
LAYMAN, KENNETH R	10/11/91	USG
LEE, AMORY U	08/29/93	USG
LEE, SUNG HEE	12/06/91	USG
LEONARD, CHARLES A	02/12/93	USG
LEROY, SHERLYNN	06/30/93	USG
LIDE, JERRY S	10/11/91	USG
LINDNER, CAROL P	05/22/92	USG

NAME	TERM DATE	ORGANIZATION NAME
LINEN, CHARLES J	06/01/93	USG
LINTON, JOHN B	12/31/92	USG
LISEWYCH, BOYD	02/28/93	USG
LOADHOLT JR., CARLO	03/03/92	USG
LONEY, DEBRA R	09/29/91	USG
LONG, HENRIETTA M	06/30/93	USG
LOOSE, ANGELA D	04/03/92	USG
LOPEZ, DORIS E	06/30/93	USG
LORTON, JACK L	09/27/91	USG
LOTZ, EILEEN M	01/27/92	USG
LOWERY, GENE R	01/31/92	USG
LOZADA, ELISA M	12/31/92	USG
LU, JULIE	06/30/93	USG
LUI, RAYMOND W	10/11/91	USG
LUKSAN, MARK W	07/03/92	USG
LUMBARD, DONALD W	12/31/92	USG
LY, CAP T	10/11/91	USG
LYSIAK, PATRICIA A	05/31/92	USG
MAASRI, ANN	04/24/92	USG
MACENTEE, VALERIE L	05/15/92	USG
MACK, PAMELA L	04/30/93	USG
MACNEEL, FREDERICK P	11/01/91	USG
MADDEN, LUKE J	01/03/92	USG
MAGLEY, DENNIS PAUL	06/30/93	USG
MALAN, WILLIAM F	09/20/91	USG
MANNING, MONICA R	08/17/92	USG
MARTIN, MARSHA L	11/08/91	USG
MARTY, ALTA J	02/26/93	USG
MASLIN, RONALD W	09/30/92	USG
MASSEY, WHITNEY B	12/20/91	USG
MATHIAS, STEPHAN A	07/30/93	USG
MAVIS, ROBERT D	09/29/91	USG
MAXWELL JR, HERBERT F	12/18/92	USG
MAY, PETER A	04/03/92	USG
MAYES, CAROL	06/30/93	USG
MAZZARELLA, RICHARD J	11/27/91	USG
MC LAUGHLIN, RICHARD M	01/31/92	USG
MCABEL, JOHN A	07/06/92	USG
MCANDREW, THOMAS J	04/17/92	USG
MCCARTHY, JERRY L	08/19/92	USG
MCCAULEY, MARY E	09/19/91	USG
MCCAULEY, MARY S	03/26/93	USG
MCCLAIN, JANICE L	10/11/91	USG
MCCOY, DANIEL K	12/31/91	USG
MCCULLOCH, DEBRA L	02/28/92	USG
MCDANIEL, TIMOTHY W	12/13/91	USG
MCFARLANE, LORI	01/14/92	USG
MCKAY, JACK P	02/12/93	USG
MCQUILLAN, DENNIS J	03/03/92	USG
MCVEY JR, CHARLES T	01/31/92	USG
MEFFORD, JAMES E	08/28/92	USG
MEGASON, JOHN W	01/31/92	USG
MEREDITH, HARRY A	10/30/92	USG
METCALF, MARZETTE	12/06/91	USG

NAME	TERM DATE	ORGANIZATION NAME
METZGER, MICHELE L	12/13/91	USG
MIGUET, ALLEN J	09/29/91	USG
MILLAR, DAVID S	11/23/92	USG
MILLER, BRENDA S	06/30/93	USG
MILLER, JAMES T	09/18/92	USG
MILLER, JENNIFER L	01/15/92	USG
MILLER, MARGARET R	09/10/93	USG
MILLER, MILTON A	04/24/92	USG
MILLER, WILLIAM H	06/30/93	USG
MILO, KENNETH J	09/10/93	USG
MING, MINNIE	02/07/92	USG
MIONE, FRANK G	06/30/93	USG
MODLIN, MARGARET J	10/11/91	USG
MORANO, GARY J	08/13/93	USG
MORRIS, JANET K	01/01/93	USG
MOSS, JOAN T	01/22/93	USG
MUELLER, WIELAND R	02/28/92	USG
MURPHY, EDWARD F	05/29/92	USG
MURPHY, SHEILA D	12/31/92	USG
MYERS, NED E	09/25/92	USG
NAGLE, ANGELA C	06/30/93	USG
NAVARRETE, ANA M	03/01/93	USG
NELSON, LARRY C	09/24/93	USG
NELSON, PATRICIA A	04/24/92	USG
NETTLES, JAMES E	12/31/91	USG
NEVILLE, MARVIN E	11/22/91	USG
NEWTON, GLORIA A	04/17/92	USG
NICKSON, RICHARD T	06/15/92	USG
NIXON, LORRAINE F	12/17/91	USG
NOARD, DONALD D	11/15/91	USG
NOECKER, CARL H	02/29/92	USG
NUERNBERG, RALPH K	08/31/93	USG
NUTTER, GARY C	01/22/93	USG
ODEA, RICHARD B	03/27/92	USG
ODEGARD, PAUL L	06/30/93	USG
OGG, SHERYL A	12/31/92	USG
OGRO, JOHN E	12/31/92	USG
OLEARY, PATRICIA S	09/29/91	USG
OLIPHANT, GEORGE D	02/28/92	USG
OLMSTEAD, TERESA J	04/13/92	USG
OTTLER, RUDOLF	10/31/92	USG
OWEN, WILLIAM R J	11/18/91	USG
OZMENT, ALISON P	09/10/93	USG
PACENO, DAWN E	02/07/92	USG
PADDEN, WILLIAM D	01/31/92	USG
PADGETT, BETTY R	01/22/92	USG
PALEY, RUSSELL E	12/16/91	USG
PARDI, DOLORES A	05/29/92	USG
PAREDES, VICKI L	11/29/91	USG
PARKER, BRUCE M	12/20/91	USG
PARTLOW, STEPHAN J	01/01/93	USG
PARTRIDGE, CHARLES T	12/04/92	USG
PASQUELLA, EDWARD A	02/08/93	USG
PAULSEN, LYLE L	07/01/92	USG

NAME	TERM DATE	ORGANIZATION NAME
PAVLOVICH, BARRY T	01/06/92	USG
PEARCE, THOMAS J	06/01/93	USG
PEARSON, VALERIA S	11/15/91	USG
PEERY, JONATHAN A	03/23/92	USG
PELLETIER JR. WILLIAM A	11/13/92	USG
PENN, EVERETT E	01/31/93	USG
PENROD, THOMAS M	12/04/92	USG
PEOPLES, DAVID G	10/11/91	USG
PERDOMO, REYNALDO	12/31/92	USG
PEREIRA, MICHAEL R	07/16/93	USG
PESTER, CONSTANCE S	06/30/93	USG
PETERS, JANET R	04/03/92	USG
PETROFF, ARLEANE L	04/02/93	USG
PHARO, JOHN W	10/11/91	USG
PHILLIPS, DAVID C	09/20/91	USG
PIATT, JOHN E	06/30/93	USG
PICKERING, JAMES L	08/31/93	USG
PIPERBERG, DAVID M	05/29/92	USG
PITTELKOW, ARTHUR J	09/30/92	USG
PLAISANCE, LOUIS G	09/23/91	USG
POPE, PETER F	01/17/92	USG
PORTER, ROBERT E	12/25/92	USG
PRATER, STARLAIN	11/08/91	USG
PREYER, NANCY A	06/30/93	USG
PRIEST, LUANN K	07/31/92	USG
PRUETT, DANNY L	01/01/93	USG
QUINN, GERALD M	05/11/93	USG
RABOLD, MELISSA L	06/30/93	USG
RADEKA, PETER	05/28/93	USG
RAFFAY, KAREN M	10/18/91	USG
RAMSEY, ERIC C	01/15/92	USG
RASNIC, CHARLES C	05/07/93	USG
RECCHIA, RAYMOND J	06/30/92	USG
REINHARDT, JULIE C	09/29/91	USG
REYNOLDS, CHRISTY L	11/01/91	USG
REZEK, ELEONORA	01/08/93	USG
RICE, TIMOTHY J	09/18/92	USG
RICE, WILLIAM C	06/01/93	USG
RICHARD, RAYMOND J	05/08/92	USG
RICHARDS, JOHN C	06/30/93	USG
RICKS, REGINALD T	09/10/93	USG
RILEY, CHARLES F	09/01/93	USG
RILEY, JOHN G	09/20/91	USG
RINALDI, WILL G	04/30/93	USG
RING, LINDA M	11/25/92	USG
RIOS JR, MIGUEL	10/08/91	USG
ROARK, BRADLEY C	06/30/93	USG
ROBERTS, GENE C	04/17/92	USG
ROBERTS, JACK C	06/30/93	USG
ROBERTSON, J PHILIP	06/30/93	USG
ROBINS, MARK E	11/30/92	USG
ROBINSON, DAVID S	02/19/93	USG
ROBINSON, JOSEPH S	07/31/92	USG
ROBINSON, ROGER D	07/24/92	USG

NAME	TERM DATE	ORGANIZATION NAME
ROBINSON, SARAH D	04/17/92	USG
RODRIGUEZ, DELIA M	12/31/92	USG
ROGERS, DANIEL C	02/05/93	USG
ROGERS, SUSAN	07/02/93	USG
ROSSER, DONALD E	06/30/93	USG
ROTH, EDNA FLORA	05/29/92	USG
ROTH, KENNETH A	12/31/92	USG
ROUKES, THOMAS M	03/06/92	USG
RUSSELL, PAUL G	06/30/93	USG
RUSSO, FLOYD H	10/18/91	USG
RUTOLO, JAMES T	08/14/92	USG
SAMBLE, VERNON B	04/30/93	USG
SANBORN, R JEFF	05/01/92	USG
SANCHEZ, OSVALDO	10/31/91	USG
SANDERS, CLASSIE D	04/30/93	USG
SASSAMAN, DENNIS L	12/13/91	USG
SASSONE, ROBERT R	04/30/93	USG
SAWYER, ARLENE B	01/28/92	USG
SCHALL, JOHN S	06/19/92	USG
SCHEININ, RENEE M	02/26/93	USG
SCHMIDT, BRENDA L	07/31/92	USG
SCHNEIDER, ADAM L	01/17/92	USG
SCHNEIDER, TODD E	02/28/92	USG
SCHOENY, JOHN T	06/30/93	USG
SCHOLL, M LEO	11/30/92	USG
SCHRACK, DAVID S	10/11/91	USG
SCHULTZ, WILLIAM J	04/30/93	USG
SCHWARZ, DAMIAN A	01/31/92	USG
SCORSONE, JOHN R	12/29/91	USG
SEAL, ALBERTA R	12/31/92	USG
SERRANO, MIGUEL A	09/10/93	USG
SETFORD, JOHN C	09/10/93	USG
SHAMPTON, LOUIS J	06/30/93	USG
SHAULIS, WILLIAM J	09/27/91	USG
SHAVER, NANCY J	10/10/91	USG
SHAW, JON A	10/30/92	USG
SHEAFFER, GUY B	07/10/92	USG
SHEAN, GLENN A	05/31/92	USG
SHERMAN JR, WINCHESTE	04/30/93	USG
SHERVEN, PEGGY J	04/30/93	USG
SHOUP, LORIN W	06/26/92	USG
SHRADER, ROBERT P	12/31/91	USG
SHREVE, CHERYL E	06/30/93	USG
SICKLER, BARRY J	09/20/91	USG
SIMMONS, CAROLYN J	06/30/93	USG
SINCLAIR, DAVID L	12/31/92	USG
SIPE, JOHN R	03/31/92	USG
SKEIE, JANET M	09/29/91	USG
SKIBA, MARY J	09/29/91	USG
SKINNER, DESIREE L	09/10/93	USG
SKONSENG, MYRON D	11/15/91	USG
SKULLY SR, BLASE J	01/24/92	USG
SLONE, LARRY E	06/30/93	USG
SMALEC. MICHAEL P	06/18/93	USG

NAME	TERM DATE	ORGANIZATION NAME
SMITH, ALLEN R	01/31/92	USG
SMITH, GEORGE E C	12/31/91	USG
SMITH, REBECCA W	01/17/92	USG
SMITH, ROBERTA	06/19/92	USG
SMITH, SCOTT S	06/30/93	USG
SMITHSON, DAVID L	06/30/93	USG
SMUTKA, JOHN A	09/04/92	USG
SMUZOK, SANDRA C	06/30/93	USG
SNYDER, JAMES D	04/17/92	USG
SOLLMAN, KENNETH R	12/13/91	USG
SPERONE, GINA MARIE	10/15/91	USG
SPITZL, DOLORES C	06/30/93	USG
STANISCI, LINDA M	03/26/93	USG
STANLEY, PHILIP F	07/31/92	USG
STANN, JAMES	10/11/91	USG
STATON, DAVID M	07/16/93	USG
STEBBINS, LISA A	06/30/93	USG
STEINER, PATRICIA W	06/30/93	USG
STEININGER, HERBERT W	05/01/92	USG
STEINMETZ JR, MICHAEL A	04/30/93	USG
STEPHENS, D SCOTT	02/28/93	USG
STEPP, BRUCE E	10/03/91	USG
STEVENS, DEBORAH A	10/16/92	USG
STEVENS, JOHN D	11/30/92	USG
STOFFLE, DAVID P	01/28/93	USG
STONE, ARTHUR	06/30/93	USG
STOUFFER, FRANK L	03/27/92	USG
STRACKE, GARY L	09/18/92	USG
STURN, JANA S	10/02/91	USG
SUTHERLAND, BILLENE L	10/30/92	USG
SVINGEN, THOMAS	05/22/92	USG
SWANSON, ROBERT L	06/30/93	USG
TALLMAN, GARRY L	06/25/93	USG
TATE, LISA	12/06/91	USG
TAYLOR, JACKI S	02/12/92	USG
TAYLOR, VIKKI L	11/15/91	USG
TERRELL, PAUL S	02/17/92	USG
THIEMAN, JANET C	02/12/93	USG
THIEMAN, TIMOTHY E	01/18/93	USG
THOMAS, DOROTHY F	11/27/92	USG
THOMAS, JERRY R	10/11/91	USG
THOMAS, SUSAN K	01/28/92	USG
THOMPSON, DEBBIE A	06/30/93	USG
THOMPSON, ELIZABETH A	07/31/92	USG
THOMPSON, GWENDOLYN	03/26/93	USG
THURMAN, P EUGENE	06/30/93	USG
TORRANCE, ROBERT E	06/01/93	USG
TRIMBLE, DARLENE A	08/14/92	USG
TSCHOEPE, WALTER A	11/06/92	USG
TURNER, RICHARD L	01/29/93	USG
URBANO, DOMINIC J	04/03/92	USG
VANCE, LAURA L	04/03/92	USG
VANCE, SYLVIA	06/30/93	USG
VANDERIPE, GORDON L	06/11/93	USG

NAME	TERM DATE	ORGANIZATION NAME
VANHOUT, HENRY L	12/31/92	USG
VAUGHAN, WILLIAM D	01/17/92	USG
VAUGHN, SUSAN D	11/01/91	USG
VENIA, JAMES J	04/01/92	USG
VIGIL, MICHAEL S	07/26/92	USG
VIVERITO, DOMINIC A	12/06/91	USG
VONDRA, ELMER E	11/15/91	USG
WAGNER, ESTELA S	12/18/92	USG
WALKER, ROBERT P	06/30/93	USG
WALL, WILLIAM R	06/11/93	USG
WALLACE, VELMA G	04/10/92	USG
WALLING, DONALD G	04/30/93	USG
WALSH, BERNARD J	09/30/92	USG
WALTERS, BRUCE G	09/27/91	USG
WARD, TIMMIE K	09/10/93	USG
WARNER, RALPH A	06/30/93	USG
WARYCH, RONALD J	06/30/93	USG
WASHBURN, CARL F	06/30/93	USG
WATSON, CLARKE E	12/13/91	USG
WATSON, DIANNE B	09/20/91	USG
WATSON, ROBERT F	03/31/93	USG
WEABLE, THOMAS W	06/30/93	USG
WEAVER, EDWARD C	01/15/93	USG
WEBB, STEPHEN O	06/30/93	USG
WEDDERBURN, DAVID E	07/03/92	USG
WEDDINGTON, RALPH L	05/19/92	USG
WEEKS, JUDY A	03/26/93	USG
WEGER, CAROL J	11/30/92	USG
WEGLEY, BYRON L	08/28/92	USG
WESEN, PATRICIA A	03/19/93	USG
WESTBROOK, ELLIOTT D	03/17/92	USG
WHEELER, RODNEY C	11/15/91	USG
WHITE, HERMAN G	12/18/92	USG
WHITE, MERLE B	10/31/92	USG
WHITE, ROBERT	01/15/93	USG
WHITE, WILLIE J	02/14/92	USG
WICKLINE, ROBERT D	06/30/93	USG
WIGGETT, ROGER I	09/10/93	USG
WILLIAMS, RICHARD E	11/01/91	USG
WILLIAMSON, JAMES A	12/13/91	USG
WILLS, TAMARA L	04/02/93	USG
WILSON, CONSTANCE L	12/13/91	USG
WILSON, DAVID L	02/14/92	USG
WINTERHALTER, SHIRLEY	06/30/93	USG
WITT, MARLENE G	06/17/92	USG
WOLBRINK. SHARON C	11/13/92	USG
WOLF, RICHARD W	03/20/92	USG
WOLFE, DANIEL W	11/08/91	USG
WOOD, ARTHUR J	05/15/92	USG
WOOTEN, CECIL E	12/31/91	USG
WRICE, MICHELE A	05/21/93	USG
WRIGHT, MARY F	03/26/93	USG
WRIGHT, WILLIAM P	11/22/91	USG
WYNGAARDEN, VIVIAN A	01/17/92	USG

NAME	TERM DATE	ORGANIZATION NAME
YANTA, MARTIN P	11/13/92	USG
YI, SUNSAVIT	09/20/91	USG
YOAK, DENZEL E	06/30/93	USG
YORIO, DEBORAH L	12/13/91	USG
YOTHER, KATHY A	04/30/93	USG
YOUNG, ALAN G	03/12/93	USG
YOUNG, STANLEY	09/27/91	USG
YOUSCHAK, STEPHEN J	10/11/91	USG
ZELLER, DARYL D	01/31/92	USG

SCHEDULE 12
EXHIBIT 2

CHANGE IN CONTROL PROVISIONS CONTAINED IN THE RETIREMENT PLAN FOR SALARIED EMPLOYEES OF NCR CORPORATION

Change in Control Provisions

A. Notwithstanding any provision in the Plan to the contrary, effective on and after January 7, 1991, the benefit provisions in this Schedule 12 will be utilized to calculate the benefits of any Participant whose employment with the Company or its successor in interest is terminated in an "Involuntary Termination" (as hereinafter defined) during the two year period following a "Change in Control" (as hereinafter defined) of the Company.

"Change in Control" shall be deemed to have occurred if there is a change in control of the Company of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"), whether or not the Company is then subject to such reporting requirement; provided that, without limitation, a Change in Control shall also be deemed to have occurred if:

1. At any time during a period of two (2) years, at least a majority of the Board of Directors of the Company shall not consist of Continuing Directors. "Continuing Directors" shall mean Directors of the Company at the beginning of such two-year period and Directors who subsequently became such and whose selection or nomination for election by the Company's shareholders was approved by a majority of the then Continuing Directors; or

2. Any person or "group" (as determined for purposes of Regulation 13D-6 under the Exchange Act as currently in effect), but excluding any majority-owned subsidiary or any Company-sponsored employee benefit plan or any trust or investment manager for the account of such a plan, shall have acquired "beneficial ownership" (as determined for purposes of such Regulation), directly or indirectly, of Company securities representing 20% or more of the combined voting power of the Company's then outstanding securities, unless such acquisition is approved in advance by a majority of the Directors of the Company who were in office immediately preceding such acquisition and any individual selected to fill any vacancy created by reason of the death or disability of any such Director; or

3. The Company's shareholders approve a merger, consolidation or share exchange to which the Company is a party and in which either (i) the Company is not the surviving corporation or (ii) the Company is the surviving corporation and any outstanding shares of Company common stock are converted into shares of any other company (other than a reincorporation or the establishment of a holding company involving no change in ownership) or other securities or cash or other property (excluding payments made solely for fractional shares); or

4. The Company's shareholders approve any plan or proposal for the disposition of all, or substantially all, of the assets of the Company by sale, liquidation or dissolution.

"Involuntary Termination" shall mean a termination of a Participant's employment that is not the result of the Participant's death or total and permanent disability as defined in the Company's long-term disability benefit program in effect immediately prior to the date of the Change in Control and, (i) if by the Company, is not for "Cause" (as hereinafter defined) or, (ii) if by the Participant, is for "Good Reason" (as hereinafter defined).

In the event that there is any question as to whether a Participant's termination was an Involuntary Termination, the Company shall have the burden of proving that such Participant's termination was not an Involuntary Termination.

"Cause" shall mean the Participant's (i) willfully breaching or failing to perform his or her employment duties or (ii) willfully engaging in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise. No act, or failure to act, on the part of the Participant shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that such action or omission was in the best interest of the Company.

"Good Reason" shall mean the occurrence, without the Participant's express written consent, of any of the following circumstances:

1. The substantial diminution of a Participant's status or responsibilities as in effect immediately prior to the Change in Control or a substantial increase in a Participant's responsibilities as in effect immediately prior to the Change in Control without an appropriate, corresponding increase in the Participant's compensation; or

2. A reduction in the amount of a Participant's annual base salary as in effect immediately before the Change in Control or the award to a Participant of an annual bonus or incentive compensation substantially less in amount than the annual bonus or incentive compensation awarded to such Participant for the last complete fiscal year of the Company ending prior to the Change in Control, provided, however, that "good reason" shall not exist if the amount of such Participant's annual bonus or incentive compensation is substantially less because of the failure to meet objectives based on quantitative performance; or

3. A change in the principal place of the Participant's employment, as in effect immediately prior to the Change in Control, to a location more than thirty-five (35) miles distant from the location of such principal place at such time.

B. In the event the employment of a Participant with the Company or a successor in interest terminates by reason of an Involuntary Termination within the two (2) year period following a Change in Control:

1. such Participant shall be deemed to be vested for purposes of the Plan;

2. the Basic Monthly Benefit of the Participant as calculated under Section 3.1 shall be increased by deeming the Participant to have accrued an additional five (5) years of Benefit Service, provided, however, that a Participant's Final Average Monthly Salary as defined in Section 1.18, shall be determined without regard to the additional years of Benefit Service provided under this subparagraph B; and

3. if such Participant was vested under Section 7.1 of the Plan (without regard to the provisions of this subparagraph B) on or before the date such Participant's employment is terminated, the Participant shall be entitled to elect to receive on or after attaining age 55 (whether such age was attained before or after the date of Involuntary Termination) and prior to his or her attaining age 65, an early retirement benefit which shall be calculated as follows:

the greater in value of either (i) the Basic Monthly Benefit as determined in Section 3.1 as increased pursuant to the provisions of this subparagraph B reduced in accordance with the following table:

Age at determination date	Percentage of Basic Monthly Benefit which shall be paid commencing at determination date
62 and over	100%
61	97%
60	94%
59	91%
58	88%
57	85%
56	82%
55	79%

or, (ii) the Basic Monthly Benefit of the Participant as determined in Section 3.1 as increased pursuant to the provisions of this subparagraph B reduced in accordance with the Table set forth in Section 3.1(c), plus a supplemental monthly payment of $700 until the Participant reaches age 65.

C. The benefits of a Participant (1) whose benefits are subject to this Schedule 12, and (2) whose benefit accruals were frozen pursuant to Alternative IID of IRS Notice 88-131, shall be, upon amendment of the Plan to comply with TRA '86, recalculated to take into account benefit accruals under Section 3.1 of the Plan and the benefit provisions in this Schedule 12. The Participant's Basic Monthly Benefit shall be increased accordingly and the increased amount that the Participant would have received from the date benefits commenced through the date of the increase had the Participant's benefit accruals not been frozen shall be paid to the Participant in a lump sum with interest at the Plan funding rate.

D. This Schedule 12 may only be amended subsequent to a Change in Control to the extent required to maintain the qualification of the Plan under the Code and, in

such event, in such manner so that the benefits of Participants are maintained at the highest levels consistent with such qualification. In any event, this Schedule 12 shall be interpreted to provide the greatest value to each Participant consistent with maintaining the tax-qualified status of the Plan under Section 401 of the Code and the regulations thereunder.

E. For purposes of this Schedule 12, the term "Participant" shall mean only those individuals who are Participants in the Plan as of the date of a Change in Control, but shall exclude any such Participant who was employed by American Telephone and Telegraph Company ("AT&T") or a subsidiary thereof immediately prior to becoming employed by the Company and who became employed by the Company on or after May 6, 1991, in contemplation of the merger between the Company and a wholly-own subsidiary of AT&T pursuant to the Agreement and Plan of Merger among the Company, AT&T and Subsidiary Corporation dated May 6, 1991, as amended.

11565697.12

FIRST AMENDMENT TO THE NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN (As Amended and Restated Effective January 1, 2011) (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940; and

WHEREAS, the Plan was most recently amended and restated effective January 1, 2011; and

WHEREAS, NCR desires to amend the Plan to make a change requested by the Internal Revenue Service for the issuance of a favorable determination letter on the Plan's tax-qualified status;

NOW, THEREFORE, NCR does hereby amend the Plan, effective as of January 1, 2006, as follows:

1. Section 5.9 of the Plan is hereby amended by the addition of the following new sentence at the end thereof to read as follows:

> "Effective as of January 1, 2006, all distributions under this Article 5 shall be determined and made in accordance with Section 401(a)(9) of the Code, and the Treasury regulations under Section 401(a)(9) of the Code."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 8 day of February, 2012.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President,
Human Resources

SECOND AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN (the "Plan") as restated and in effect January 1, 2011, by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940; and

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to amend the Plan;

WHEREAS, this plan amendment in the aggregate will not increase or decrease the annual expense of the Plan by more than $1,000,000 and therefore may be adopted by the Senior Vice President, Human Resources, pursuant to a delegation of authority approved by the Compensation Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of January 1, 2012:

1. Section 6.7 of the Plan is hereby amended in its entirety to read as follows:

If a Participant dies prior to his or her Annuity Starting Date with an attestation of domestic partnership, completed in accordance with Company policy, on file with the Company or the Company's designated agent, his or her designated domestic partner shall be entitled to a death benefit under this Article 6 as if such domestic partner were a "surviving spouse," as such term is used in this Article 6.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 1st day of March, 2012.

FOR NCR CORPORATION

By: Andrea Ledford
Andrea Ledford
Senior Vice President,
Human Resources

11642432.1

THIRD AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to amend the Plan to change the stability period used to determine the applicable Section 417(e) of the Code interest rate under the Plan; and

WHEREAS, this amendment was approved by the NCR Board of Directors at its meeting on July 25, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan.

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of January 1, 2012:

1. Section 3.4(b) of the Plan is hereby amended in its entirety to read as follows:

(b) PensionPlus Actuarial Assumptions

For purposes of this Section 3.4 PensionPlus Benefit, "PensionPlus Actuarial Assumptions" means the following:

(1) prior to January 1, 2000, the PBGC Rate in effect on the first day of the calendar year in which the applicable date occurs, and the 1971 Group Annuity Table weighted 100% male,

(2) effective on and after January 1, 2000 and prior to January 1, 2012, (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and regulations thereunder for the fifth month preceding the calendar quarter

in which the applicable date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and regulations thereunder, in effect on such date.

(3) effective on and after January 1, 2012 and prior to the date that is the one year anniversary of the date that this Third Amendment to the NCR Pension Plan is executed, (i) the lesser of (A) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar quarter in which the applicable date occurs, or (B) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the applicable date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and regulations thereunder, in effect on such date.

(4) effective on and after the date that is the one year anniversary of the date that this Third Amendment to the NCR Pension Plan is executed, (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the applicable date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder, in effect on such date.

Notwithstanding any other provision of this Section 3.4(b), for Participants who terminate employment during 2000, the Applicable Interest Rate used to determine the PensionPlus Benefit at termination will never be less than 6.15% (the Treasury rate in effect for November, 1999). For Participants who commence payment of a deferred PensionPlus Benefit as a lump sum in 2000, the Applicable Interest Rate for calculation of the lump sum shall never be greater than 6.15%.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 25th day of July, 2012.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

FOURTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, following the adoption of the Third Amendment to the Plan, NCR desires to amend the Plan to make a lump sum window benefit offer to certain terminated vested participants and to make lump sum window benefit distributions to those participants who elect to receive a lump sum window benefit, subject to the Plan's actuaries certifying by October 1, 2012 that the Plan's 2012 adjusted funding target attainment percentage (the "AFTAP") is 80% or more; and

WHEREAS, this Amendment was approved by the NCR Board of Directors at its meeting on July 25, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective August 31, 2012, subject to the Plan's actuaries certifying by October 1, 2012 that the Plan's 2012 AFTAP is 80% or more:

1. Article III of the Plan is hereby amended by the addition of the following new Section 3.17 at the end thereof to read as follows:

3.17 2012 Lump Sum Window Benefit

(a) Lump Sum Window Benefit Offer

The Plan Administrator shall make a Lump Sum Window Benefit offer to each eligible Participant described in (b) below. If an eligible Participant accepts such Lump Sum Window Benefit offer during the election period described in (c) below, such eligible Participant shall receive a Lump Sum Window Benefit described in (d) below.

(b) Eligible Participants

(1) The following are eligible Participants for purposes of this Section 3.17:

(a) a Participant who was a terminated Vested Participant as of June 30, 2012 and who has not had a benefit commencement date with respect to his or her Basic Monthly Benefit on or prior to July 1, 2012,

(b) a surviving spouse or a domestic partner who is eligible for a Surviving Spouse Benefit under Section 6.1 or Section 6.2 as of June 30, 2012 and who has not had a benefit commencement date with respect to such Surviving Spouse Benefit prior to July 1, 2012,

(2) Notwithstanding the foregoing, the following shall not be Eligible Participants for purposes of this Section 3.17:

(a) except as otherwise provided in Section 5.13(i), a Participant, surviving spouse or domestic partner who is receiving monthly payments from the Plan as of July 1, 2012,

(b) a Participant whose Accrued Benefit is subject to a qualified domestic relations order pursuant to Section 8.8,

(c) a Participant, surviving spouse or domestic partner whose required beginning date under Section 401(a)(9) of the Code occurred prior to December 1, 2012, and

(d) a Participant who is also a participant in the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective

December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(c) Election Period

In order to accept the Lump Sum Window Benefit offer described in Section 3.17(a), an Eligible Participant must make an affirmative election to receive a Lump Sum Window Benefit during the Election Period. For this purpose the Election Period shall commence on August 31, 2012 and shall terminate on October 31, 2012. All elections shall be made in the manner prescribed by the Plan Administrator and shall be subject to the applicable spousal consent requirements of Section 5.3(a).

(d) Lump Sum Window Benefit

An Eligible Participant who makes a valid affirmative election to receive a Lump Sum Window Benefit during the election period shall receive a Lump Sum Window Benefit. Notwithstanding the foregoing, in the event that the Plan's actuaries do not certify by October 1, 2012 that the Plan's 2012 adjusted funding target attainment percentage is 80% or more, the Lump Sum Window Benefit offer shall be rescinded and no Lump Sum Window Benefits shall be paid.

For this purpose, the Lump Sum Window Benefit shall be one of the following, as elected by the Eligible Participant:

(1) a onetime lump sum distribution in an amount equal to the present value of the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the following actuarial assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the applicable date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder, in effect on such date, or

(2) an annuity distribution in accordance with the other provisions of the Plan which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her benefit commencement date, calculated using the Joint and Survivor Actuarial Assumptions, or

(3) for a married Eligible Participant (other than a surviving spouse or a domestic partner) who has not attained at least age 55 by December 1, 2012, a 50% Joint and Survivor Annuity, a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity which is actuarially equivalent to the Eligible Participant's Accrued

Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions, or

(4) for an unmarried Eligible Participant who has not attained at least age 55 by December 1, 2012 or for a surviving spouse or a domestic partner, a Single Life Annuity which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions.

The benefit commencement date with respect to each Lump Sum Window Benefit distribution shall be December 1, 2012.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 25th day of July, 2012.

FOR NCR CORPORATION

By: A. Ledford
Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

FIFTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

~~WHEREAS, NCR desires to further amend the Plan; and~~

WHEREAS, the changes made by this Amendment may be adopted by the Senior Vice President and Chief Human Resources Officer, pursuant to a delegation of authority approved by the Compensation and Human Resources Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective as of the dates set forth below:

1. Effective as of January 1, 2012, Section 1.2 of the Plan is hereby amended in its entirety to read as follows:

1.2 Actuarial Equivalent

"Actuarial Equivalent" or "Present Value" means a benefit of equivalent value to another benefit based upon an interest rate of 8-1/2%, compounded annually, and a mortality rate from the 1971 Group Annuity Mortality Table (100% male weighted, based on annual payments) except that:

(a) the Accrued Benefit shall be converted to an actuarial equivalent joint and survivor annuity determined using the Joint and Survivor Actuarial Assumptions as defined below, and

(b) conversions between life annuities and lump sum benefits will be determined using the PensionPlus Actuarial Assumptions in Section 3.4(b).

For this purpose, the Joint and Survivor Actuarial Assumptions shall be (i) prior to January 1, 2000, the PBGC Rate in effect on the first day of the calendar year in which the applicable date occurs, and the 1971 Group Annuity Table weighted 100% male, and (ii) effective on and after January 1, 2000 the Applicable Interest Rate as defined in Section 417(e) of the Code and regulations thereunder for the fifth month preceding the calendar quarter in which the applicable date occurs, and the Applicable Mortality Table as defined in Section 417(e) of the Code and regulations thereunder, in effect on such date.

2. Effective December 1, 2012, Section 3.1 of the Plan is hereby amended by the addition of the following new Section 3.1(e) at the end thereof to read as follows:

(e) Actuarial Increase for Benefits Commencing after Normal Retirement Date

The Basic Monthly Benefit of any Participant whose benefit commencement date is later than the first of the month following such Participant's Normal Retirement Date shall be actuarially adjusted using the Joint and Survivor Actuarial Assumptions.

3. Effective as of January 1, 2012, Section 3.2(b) of the Plan is hereby amended in its entirety to read as follows:

(b) Actuarial Assumptions

For purposes of applying Section 3.2(a)(2)(ii) and (iii) to the calculation of a Participant's Guaranteed Benefit, the "actuarial equivalent" shall be determined using the Joint and Survivor Actuarial Assumptions as of the date benefit accruals cease for such Participant.

4. Effective as of January 1, 2012, the second paragraph of Section 3.4(g)(1) of the Plan is hereby amended in its entirety to read as follows:

Notwithstanding the above, effective for (i) Participants who terminate employment prior to June 1, 2002 and (ii) Participants who terminate employment on or after June 1, 2002 and whose benefit commencement date is more than six months after the Participant's termination of employment, the immediate lump sum payment shall not be less than the actuarially equivalent lump sum of the life annuity commencing at age 65 based on the Participant's PensionPlus Account at termination of employment, where the life annuity is determined using the Joint and Survivor Actuarial Assumptions (in effect at the Participant's termination of employment) and the actuarial equivalent of the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's benefit commencement date).

5. Effective as of January 1, 2012, the second paragraph of Section 3.4(g)(2) of the Plan is hereby amended in its entirety to read as follows:

> Notwithstanding the above, if the Participant's benefit commencement date is more than six months after the Participant's termination of employment, the immediate lump sum payment shall not be less than the actuarially equivalent lump sum of the life annuity commencing at age 65 based on the Participant's Account at termination of employment, where the life annuity is determined using the Joint and Survivor Actuarial Assumptions (in effect at the Participant's termination of employment) and the actuarial equivalent of the life annuity is determined using the PensionPlus Actuarial Assumptions (in effect at the Participant's benefit commencement date).

6. Effective as of January 1, 2012, the third paragraph of Section 3.4(g)(2) of the Plan is hereby amended in its entirety to read as follows:

> If a Participant validly elects an annuity, the annuity shall be the actuarial equivalent of ~~the immediate lump sum payable, with the actuarial equivalent determined using the Joint~~ and Survivor Actuarial Assumptions; provided, however, that for a Participant who terminates employment with the Company and Affiliated Companies on or after June 1, 2002 but prior to age 55 and has an Annuity Starting Date after age 55, the annuity shall be the Accrued Benefit reduced for early commencement as provided in Section 3.1(c).

7. Effective as of January 1, 2012, the first paragraph of Section 3.16(a)(2) of the Plan is hereby amended in its entirety to read as follows:

> a benefit equal to (1) $5,000, plus (2) an amount equal to twenty-six weeks of pay, calculated using the base wage or salary the Participant was receiving on December 19, 2005. This benefit may be taken as a lump sum or as an annuity, commencing on the Annuity Starting Date, as elected by the Participant. If an annuity is elected, the lump sum amount will be converted to a single life annuity using the Joint and Survivor Actuarial Assumptions in Section 1.2, and the form of annuity will be the same as elected for the Basic Monthly Benefit.

8. Effective as of August 31, 2012, Section 3.17(b)(2) of the Plan is hereby amended in its entirety to read as follows:

> (2) Notwithstanding the foregoing, the following shall not be Eligible Participants for purposes of this Section 3.17:
>
> (a) a Participant whose Accrued Benefit is subject to a Qualified Domestic Relations Order pursuant to Section 8.8 or an Order that has been received by the Plan Administrator but not yet determined to be a Qualified Domestic Relations Order in accordance with Section 8.8,
>
> (b) a Participant, surviving spouse or domestic partner whose required beginning date under Section 401(a)(9) of the Code occurred prior to December 1, 2012, and

(c) a Participant who is also an active participant, terminated vested participant or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

9. Effective as of August 31, 2012, the last sentence of Section 3.17(c) of the Plan is hereby amended to read as follows:

All elections shall be made in the manner prescribed by the Plan Administrator and shall ~~be subject to the applicable spousal consent requirements of Section 5.3(a) provided~~ however that, for purposes of a Lump Sum Window Benefit offer election, spousal consent must be postmarked on or before October 31, 2012.

10. Effective as of January 1, 2012, the first sentence of Section 5.1(a) of the Plan is hereby amended to read as follows:

In the case of a Vested Participant who is married on the date his benefit payments commence, a monthly 50% Joint and Survivor Annuity having an actuarial value (as determined using the Joint and Survivor Actuarial Assumptions in Section 1.2) equivalent to his Accrued Benefit, under which level pension benefits are payable during the Participant's lifetime and after his or her death, level pension benefits are payable at one-half such rate to the spouse to whom the Participant was married on the date the Participant's benefit payments commenced, for any remaining lifetime of such spouse.

11. Effective as of January 1, 2012, Section 5.2(b) of the Plan is hereby amended in its entirety to read as follows:

(b) A Joint and Survivor Annuity having an actuarial value (determined using the Joint and Survivor Actuarial Assumptions in Section 1.2) equivalent to his or her Accrued Benefit under which level pension benefits are payable during the Participant's lifetime and after his death, level pension benefits are payable at 75% or 100% of such rate to the spouse to whom the Participant was married on the date the Participant's benefits commenced, for any remaining lifetime of such spouse.

12. Effective December 1, 2012, the last sentence of the second paragraph of Section 5.9 of the Plan is hereby amended to read as follows:

The benefits will be actuarially adjusted for commencement after age 70-1/2 using the Joint and Survivor Actuarial Assumptions.

13. Effective as of August 1, 2012, Section 5.9 of the Plan is hereby amended by the addition of the following new paragraph at the end thereof to read as follows:

> If distributions are required to commence to a Participant, surviving spouse or Beneficiary in accordance with Section 401(a)(9) of the Code, but after a diligent search by the Plan Administrator, the Participant, surviving spouse or Beneficiary is missing, then the entire Accrued Benefit of the Participant, surviving spouse or Beneficiary shall be forfeited. If such a missing Participant, surviving spouse or Beneficiary is later located, the Accrued Benefit of such Participant, surviving spouse or Beneficiary shall be reinstated and distribution of such Accrued Benefit shall be made in accordance with the terms of the Plan.

14. Effective as of January 1, 2012, the second sentence of Section 6.4(a) of the Plan is hereby amended to read as follows:

> If the Participant's Beneficiary is his or her spouse, the PensionPlus Benefit will be paid as a Single Life Annuity for the life of the spouse (calculated using the Joint and Survivor Actuarial Assumptions in Section 1.2 based on the spouse's date of birth, but without reduction for the 50% Joint and Survivor Annuity form of payment), unless the spouse elects in writing to receive the PensionPlus Benefit as a single lump sum.

15. Effective as of January 1, 2012, the first sentence of the second paragraph of Section 8.8 of the Plan is hereby amended to read as follows:

> Payments of a portion of a Participant's Basic Monthly Benefit to an alternate payee pursuant to a Qualified Domestic Relations Order may commence at the earliest date on which a Participant is eligible to elect an Early Retirement Benefit as if the Participant retired on such earliest date, regardless of whether the Participant continues working after that date, and shall be made in the form of a Single Life Annuity, calculated using the Joint and Survivor Actuarial Assumptions in Section 1.2, using the alternate payee's date of birth, unless otherwise specified in the Qualified Domestic Relations Order.

16. Effective as of January 1, 2008, the Plan is hereby amended by the addition of Exhibit 1 at the end thereof to read as set forth in the attachment hereto.

17. Effective as of August 31, 2012, Exhibit 1 of the Plan is hereby amended by the addition of the following new subsection (j) at the end thereof to read as follows:

> (j) Any Participant, surviving spouse or Beneficiary who has a benefit commencement date with respect to his or her PensionPlus Benefit on or after April 1, 2011 and prior to August 14, 2012 may elect during the election period described in Section 3.17(c) to modify the previous form of benefit elected with respect to such PensionPlus Benefit and to elect a single sum payment of the remaining value of such PensionPlus Benefit with an annuity starting date of December 1, 2012.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 3rd day of October, 2012.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

SIXTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to further amend the Plan; and

WHEREAS, the changes made by this Amendment may be adopted by the Senior Vice President and Chief Human Resources Officer, pursuant to a delegation of authority approved by the Compensation and Human Resources Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective as of August 31, 2012:

1. Section 3.17(c) of the Plan is hereby amended in its entirety to read as follows:

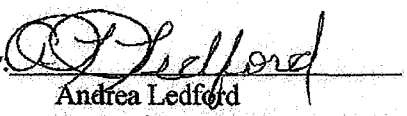
> In order to accept the Lump Sum Window Benefit offer described in Section 3.17(a), an Eligible Participant must make an affirmative election to receive a Lump Sum Window Benefit during the Election Period. For this purpose, the Election Period shall commence on August 31, 2012 and shall terminate on November 9, 2012. All elections shall be made in the manner prescribed by the Plan Administrator and shall be subject to the applicable spousal consent requirements of Section 5.3(a), provided however that, for purposes of a Lump Sum Window Benefit offer election, spousal consent must be postmarked on or before the 180th day following the date the Eligible Participant received the information described in Section 5.3(b).

2. Subsection (j) of Exhibit 1 of the Plan is hereby amended in its entirety to read as follows:

(j) Any Participant, surviving spouse or Beneficiary who has a benefit commencement date with respect to his or her PensionPlus Benefit on or after April 1, 2011 and prior to August 14, 2012 may elect during the election period specified by the Plan Administrator to modify the previous form of benefit elected with respect to such PensionPlus Benefit and to elect a single sum payment of the remaining value of such PensionPlus Benefit with an annuity starting date of December 1, 2012.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 13th day of December, 2012.

FOR NCR CORPORATION

By: 

Andrea Ledford
Senior Vice President and Chief
Human Resources Officer

11707171.1

SEVENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to amend the Plan to provide for an early retirement opportunity (the "ERO") for certain active Plan Participants;

WHEREAS, at its October 24, 2012 meeting, the Board of Directors of NCR (the "Board") authorized and approved the ERO and delegated authority to the Chief Executive Officer to determine (1) the ERO Eligible Participants, other than executive officers, (2) whether to provide the Early Retirement Payment through the assets of the Plan or otherwise, (3) the amount of the Monthly Benefit Enhancement under the Plan, and (4) the administrative provisions of the ERO;

WHEREAS, as the ERO is expected to cause an increase in the greater of annual expense or annual liability of the Plan by more than $20,000,000, at its October 24, 2012 meeting, the Board delegated authority to the Chief Executive Officer to adopt this Seventh Amendment to the Plan; and

WHEREAS, the Chief Executive Officer determined (1) the ERO Eligible Participants, other than executive officers, (2) to provide the Early Retirement Payment through the assets of

the Plan, (3) the amount of the Monthly Benefit Enhancement under the Plan, and (4) the administrative provisions of the ERO.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective January 9, 2013:

1. Article III of the Plan is hereby amended by the addition of the following new Section 3.18 at the end thereof to read as follows:

3.18 2013 Early Retirement Program

(a) Early Retirement Program Offer

The Plan Administrator shall make an Early Retirement Program Offer to each ERO Eligible Participant described in (b) below. If an ERO Eligible Participant accepts such Early Retirement Program Offer during the Election Period described in (c) below, such ERO Eligible Participant shall receive the Early Retirement Program Benefits described in (d) below.

(b) ERO Eligible Participants

An ERO Eligible Participant is an Employee who:

(1) Was actively employed, or on an approved leave of absence, on the Company's or an Employer's U.S. payroll on December 31, 2012,

(2) Has attained age 55 as of March 31, 2013, and completed 15 or more years of benefit service as of March 31, 2013,

(3) Remains employed by the Company or an Employer until (A) a termination date designated by the Company on or after March 31, 2013, and before October 1, 2013, or (B) a termination date prior to March 31, 2013, as agreed upon by the Company,

(4) Had not entered into a separation agreement, or similar agreement with the Company or an Employer on or before December 31, 2012,

(5) Is not an executive officer of the Company,

(6) Is not designated by the Company as a Sales Professional who participates in the Solution Compensation Plan,

(7) Is not designated by the Company as a Professional Services Employee who participates in the Professional Services Compensation Plan (PSCP), except that:

(A) A PSCP participant assigned to the Germantown facility (location code MD0855) may be an ERO Eligible Participant,

(B) A PSCP participant assigned to Quality Assurance (organization code 201220630) may be an ERO Eligible Participant, and

(C) A PSCP participant assigned to NCR Services may be an ERO Eligible Participant,

(8) Is not designated by the Company as a Professional Services Employee assigned to the UNIX MP-RAS platform (organization code 201220324), and

(9) Signs, and does not revoke within the seven day revocation period, a general release agreement, in a form acceptable to the Company, that provides for a release of claims against the Company and all Employers (with the exception of workers' compensation claims).

(c) Election Period

In order to elect the Early Retirement Program Benefits described in Section 3.18(d), an ERO Eligible Participant must make an affirmative election during the Election Period to receive the Early Retirement Program Benefits. For this purpose the Election Period shall commence on January 18, 2013, and shall terminate on February 28, 2013. All elections shall be made in the manner prescribed by the Plan Administrator. Notwithstanding the foregoing, an ERO Eligible Participant may revoke his or her affirmative election to receive the Early Retirement Program Benefits on or before the later of (1) March 29, 2013, or (2) the date that is 30 days after the date the Company provides such ERO Eligible Participant with his or her termination date designated by the Company.

(d) Early Retirement Program Benefits

An ERO Eligible Participant who makes a valid affirmative election to receive Early Retirement Program Benefits during the Election Period, and does not revoke such valid affirmative election as provided in Section 3.18(c), shall terminate employment on the date designated by the Company, and shall be eligible to receive the Early Retirement Program Benefits. For this purpose, the Early Retirement Program Benefits are:

(1) Early Retirement Payment: one-time amount equal to one week of base salary as of December 31, 2012 for each completed year of benefit service as of March 31, 2013 (up to 26 weeks).

(A) The Early Retirement Payment is payable as a lump sum or an annuity (50%, 75%, or 100% Joint and Survivor Annuity with the ERO Eligible Participant's Spouse or domestic partner as the joint annuitant, or a single life annuity) at the election of the ERO Eligible Participant other than (i) any ERO Eligible Participant whose accrued benefit under the Plan is subject to a Qualified Domestic Relations Order or an Order that has been received by the Plan Administrator but not yet determined to be a Qualified Domestic Relations Order, or (ii) any ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(B) The Early Retirement Payment is payable as an annuity (50%, 75%, or 100% Joint and Survivor Annuity with the ERO Eligible Participant's Spouse or domestic partner as the joint annuitant, or a single life annuity) for (i) each ERO Eligible Participant whose accrued benefit under the Plan is subject to a Qualified Domestic Relations Order or an Order that has been received by the Plan Administrator but not yet determined to be a Qualified Domestic Relations Order, and (ii) each ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated

Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(C) Any election by a married ERO Eligible Participant of a lump sum or single life annuity is subject to the applicable notice and consent requirements of Section 5.3, including the spousal consent requirements of Section 5.3(a).

(D) If an ERO Eligible Participant fails to make a valid election with respect to the Early Retirement Payment, the Early Retirement Payment shall be paid as a single life annuity for an unmarried ERO Eligible Participant, and as a 50% Joint and Survivor Annuity for a married ERO Eligible Participant.

(E) The Benefit Commencement Date with respect to the Early Retirement Payment for each ERO Eligible Participant shall be the first day of the second month following such ERO Eligible Participant's termination date.

(F) The lump sum Early Retirement Payment amount determined under this Section 3.18(d)(1) shall be converted to an annuity form of payment using the PensionPlus Actuarial Assumptions.

(2) Monthly Benefit Enhancement: 10% of monthly base salary as of December 31, 2012 payable each month upon commencement of the ERO Eligible Participant's Basic Benefit until the month immediately prior to the ERO Eligible Participant's 65th birthday.

(A) The Monthly Benefit Enhancement shall be paid at the same time and in the same form of payment as the ERO Eligible Participant's Basic Benefit.

(B) In no event shall an ERO Eligible Participant's Monthly Benefit Enhancement exceed the ERO Eligible Participant's monthly Social Security Benefit payable at age 65.

(3) Lump Sum Offer:

(A) Each ERO Eligible Participant shall be eligible to elect to receive a lump sum payout of his or her entire Accrued Benefit under the Plan, other than (i) any ERO Eligible Participant whose accrued benefit under the Plan is subject to a Qualified Domestic Relations Order, or an Order that has been received by the Plan Administrator but not yet determined to be a Qualified Domestic Relations Order, or

(ii) any ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(B) Any election by a married ERO Eligible Participant to receive a lump sum payout of his or her entire Accrued Benefit under the Plan is subject to the applicable notice and consent requirements of Section 5.3, including the spousal consent requirements of Section 5.3(a).

(C) The Benefit Commencement Date with respect to a lump sum payout of an ERO Eligible Participant's entire Accrued Benefit under the Plan shall be the first day of the second month following such ERO Eligible Participant's termination date.

(D) The lump sum payout amount of an ERO Eligible Participant's entire Accrued Benefit under the Plan shall be determined using the PensionPlus Actuarial Assumptions and shall be equal to:

(i) the present value of the ERO Eligible Participant's Basic Benefit commencing at such ERO Eligible Participant's Normal Retirement Date, plus

(ii) the ERO Eligible Participant's PensionPlus Benefit as of such ERO Eligible Participant's Benefit Commencement Date, plus

(iii) the present value of the ERO Eligible Participant's Monthly Benefit Enhancement as of such ERO Eligible Participant's Benefit Commencement Date.

(e) For purposes of this Section 3.18, the following definitions shall apply:

(1) "Accrued Benefit under the Plan" shall mean the Basic Benefit, including the Monthly Benefit Enhancement, plus the PensionPlus Benefit.

(2) "Base salary" shall mean an ERO Eligible Participant's annual "salary rate" in effect on December 31, 2012.

(3) "Years of benefit service" shall mean all of an ERO Eligible Participant's years of service with the Company and all Employers which is used generally for benefit eligibility purposes.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 9th day of January, 2013.

FOR NCR CORPORATION

By: /s/ William R. Nuti
Name: William R. Nuti
Title: Chief Executive Officer

EIGHTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to further amend the Plan; and

WHEREAS, the changes made by this Amendment may be adopted by the Senior Vice President and Chief Human Resources Officer, pursuant to a delegation of authority approved by the Compensation and Human Resources Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective as of the dates set for the below:

1. Effective as of January 9, 2013, Section 3.18(d)(1)(D) of the Plan is hereby amended in its entirety to read as follows:

(D) If an ERO Eligible Participant fails to make a valid election with respect to the Early Retirement Payment by the day immediately prior to the Benefit Commencement Date specified in Section 3.18(d)(1)(E), the Early Retirement Payment shall be paid as a single life annuity for an unmarried ERO Eligible Participant, and as a 50% Joint and Survivor Annuity for a married ERO Eligible Participant.

2. Effective as of January 9, 2013, Section 3.18(d)(1)(F) of the Plan is hereby amended in its entirety to read as follows:

(F) The lump sum Early Retirement Payment amount determined under this Section 3.18(d)(1) shall be converted to an annuity form of payment using the following actuarial assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the Benefit Commencement Date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder in effect on the Benefit Commencement Date.

3. Effective as of January 9, 2013, Section 3.18(d)(2) of the Plan is hereby amended by the addition of the following new subparagraph (C), immediately following subparagraph (B) thereof, to read as follows:

(C) If an ERO Eligible Participant (i) elects to receive his or her Basic Benefit in an annuity form of payment with his or her spouse or domestic partner as the joint annuitant, and (ii) dies before the month immediately prior to his or her 65th birthday, the ERO Eligible Participant's Monthly Benefit Enhancement will be paid to the ERO Eligible Participant's spouse or domestic partner following the ERO Eligible Participant's death until the month immediately prior to the month in which the ERO Eligible Participant would have attained age 65 if the ERO Eligible Participant had lived.

4. Effective as of January 9, 2013, Section 3.18(d)(3)(A) of the Plan is hereby amended in its entirety to read as follows:

(A) Each ERO Eligible Participant shall be eligible to elect, on or before the day immediately prior to the Benefit Commencement Date specified in Section 3.18(d)(3)(C), to receive a lump sum payout of his or her entire Accrued Benefit under the Plan, other than (i) any ERO Eligible Participant whose accrued benefit under the Plan is subject to a Qualified Domestic Relations Order, or an Order that has been received by the Plan Administrator but not yet determined to be a Qualified Domestic Relations Order, or (ii) any ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

5. Effective as of January 9, 2013, Section 3.18(d)(3)(D) of the Plan is hereby amended in its entirety to read as follows:

(D) The lump sum payout amount of an ERO Eligible Participant's entire Accrued Benefit under the Plan shall be determined using the using the following actuarial

assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the Benefit Commencement Date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder in effect on the Benefit Commencement Date and shall be equal to:

(iii) the present value of the ERO Eligible Participant's Basic Benefit commencing at such ERO Eligible Participant's Normal Retirement Date, plus

(iv) the ERO Eligible Participant's PensionPlus Benefit as of such ERO Eligible Participant's Benefit Commencement Date, plus

(v) the present value of the ERO Eligible Participant's Monthly Benefit Enhancement as of such ERO Eligible Participant's Benefit Commencement Date.

6. Effective February 5, 2013, Section 8.3 of the Plan is hereby amended in its entirety to read as follows:

The Company shall be the "named fiduciary" under ERISA with respect to the operation and administration of the Plan, other than the investment, reinvestment and administration of the assets of the Plan. The Senior Vice President and Chief Human Resources Officer of the Company shall appoint a Plan Administration Committee to serve as the Plan Administrator for the Plan. The Plan Administration Committee may delegate such administrative responsibilities as it deems appropriate to additional administrators. To the extent that the Plan Administration Committee makes such a delegation, it shall adopt a charter specifying the duties of such delegate.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 11 th day of February, 2013.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and Chief Human Resources Officer

11717441.1

NINTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to further amend the Plan;

WHEREAS, this amendment to the Plan may be adopted by the Senior Vice President and Chief Human Resources Officer, pursuant to a delegation of authority approved by the Compensation and Human Resource Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, NCR does hereby amend the Plan as follows:

1. Effective as of January 9, 2013, the last sentence of Section 3.18(c) of the Plan is hereby amended to read as follows:

> Notwithstanding the foregoing, an ERO Eligible Participant may revoke his or her affirmative election to receive the Early Retirement Program Benefits on or before the later of (1) March 29, 2013, or (2) the date that is 30 days after the date the Company provides such ERO Eligible Participant with his or her termination date designated by the Company; provided, however that any ERO Eligible Participant who is provided with his or her termination date designated by the Company on March 29, 2013 may revoke his or her affirmative election to receive the Early Retirement Program Benefits on or before April 30, 2013.

2. Effective as of January 9, 2013, Sections 3.18(d)(1), (2) and (3) of the Plan are hereby amended in their entirety to read as follows:

(1) Early Retirement Payment: one-time amount equal to one week of base salary as of December 31, 2012 for each completed year of benefit service as of March 31, 2013 (up to 26 weeks).

(A) The Early Retirement Payment is payable as a lump sum or an annuity (50%, 75%, or 100% Joint and Survivor Annuity with the ERO Eligible Participant's Spouse or domestic partner as the joint annuitant, or a single life annuity) at the election of the ERO Eligible Participant other than any ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(B) The Early Retirement Payment is payable as an annuity (50%, 75%, or 100% Joint and Survivor Annuity with the ERO Eligible Participant's Spouse or domestic partner as the joint annuitant, or a single life annuity) at the election of the ERO Eligible Participant for each ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(C) The Early Retirement Payment is payable as lump sum or as a single life annuity at the election of the Alternate Payee for each Alternate Payee.

(D) Any election by a married ERO Eligible Participant of a lump sum or single life annuity is subject to the applicable notice and consent requirements of Section 5.3, including the spousal consent requirements of Section 5.3(a).

(E) If an ERO Eligible Participant fails to make a valid election with respect to the Early Retirement Payment by the day immediately prior to the

Benefit Commencement Date specified in Section 3.18(d)(1)(G), the Early Retirement Payment shall be paid as a single life annuity for an unmarried ERO Eligible Participant, and as a 50% Joint and Survivor Annuity for a married ERO Eligible Participant.

(F) If an Alternate Payee fails to make a valid election with respect to the Early Retirement Payment by the day immediately prior to the Benefit Commencement Date specified in Section 3.18(d)(1)(H), the Early Retirement Payment shall be paid as a single life annuity.

(G) The Benefit Commencement Date with respect to the Early Retirement Payment for each ERO Eligible Participant shall be the first day of the second month following such ERO Eligible Participant's termination date.

(H) The Benefit Commencement Date with respect to the Early Retirement Payment for each Alternate Payee shall be the first day of the second month following the termination date of the ERO Eligible Participant to whom the Alternate Payee was previously married.

(I) The lump sum Early Retirement Payment amount determined under this Section 3.18(d)(1) shall be converted to an annuity form of payment using the following actuarial assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the Benefit Commencement Date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder in effect on the Benefit Commencement Date.

(2) Monthly Benefit Enhancement: 10% of monthly base salary as of December 31, 2012 payable each month upon commencement of the ERO Eligible Participant's Basic Benefit until the month immediately prior to the ERO Eligible Participant's 65th birthday.

(A) The Monthly Benefit Enhancement shall be paid at the same time and in the same form of payment as the ERO Eligible Participant's or the Alternate Payee's Basic Benefit.

(B) In no event shall an ERO Eligible Participant's Monthly Benefit Enhancement exceed the ERO Eligible Participant's monthly Social Security Benefit payable at age 65.

(C) If an ERO Eligible Participant (i) elects to receive his or her Basic Benefit in an annuity form of payment with his or her spouse or domestic partner as the joint annuitant, and (ii) dies before the month immediately prior to his or her 65th birthday, the ERO Eligible Participant's Monthly Benefit Enhancement will be paid to the ERO Eligible Participant's spouse or domestic partner following the ERO Eligible Participant's death until the month immediately prior to the month in which the ERO Eligible

Participant would have attained age 65 if the ERO Eligible Participant had lived.

(D) If an Alternate Payee elects to receive his or her Basic Benefit in an annuity form of payment, the Alternate Payee's Monthly Benefit Enhancement will be paid until the earlier of the Alternate Payee's death or the month immediately prior to the month in which the ERO Eligible Participant to whom the Alternate Payee was previously married attains age 65 or would have attained age 65 if he or she had lived.

(3) Lump Sum Offer:

(A) Each ERO Eligible Participant shall be eligible to elect, on or before the day immediately prior to the Benefit Commencement Date specified in Section 3.18(d)(3)(D), to receive a lump sum payout of his or her entire Accrued Benefit under the Plan, other than any ERO Eligible Participant who is also an active participant, terminated vested participant, or a participant in pay status under the Retirement Plan for Officers of NCR (Amended and Restated Effective December 31, 2008), the NCR Officer Plan (Amended and Restated Effective December 31, 2008), the NCR Mid-Career Hire Supplemental Pension Plan Amended and Restated Effective December 31, 2008, the NCR Supplemental Pension Plan for AT&T Transfers Amended and Restated Effective December 31, 2008, the NCR Nonqualified Excess Plan Amended and Restated Effective December 31, 2008, or the NCR Senior Executive Retirement Death and Disability Plan Amended and Restated Effective December 31, 2008.

(B) Each Alternate Payee shall be eligible to elect, on or before the day immediately prior to the Benefit Commencement Date specified in Section 3.18(d)(3)(E), to receive a lump sum payout of his or her entire Accrued Benefit under the Plan.

(C) Any election by a married ERO Eligible Participant to receive a lump sum payout of his or her entire Accrued Benefit under the Plan is subject to the applicable notice and consent requirements of Section 5.3, including the spousal consent requirements of Section 5.3(a).

(D) The Benefit Commencement Date with respect to a lump sum payout of an ERO Eligible Participant's entire Accrued Benefit under the Plan shall be the first day of the second month following such ERO Eligible Participant's termination date.

(E) The Benefit Commencement Date with respect to a lump sum payout of an Alternate Payee's entire Accrued Benefit under the Plan shall be the first day of the second month following the termination date of the ERO Eligible Participant to whom the Alternate Payee was previously married.

(F) The lump sum payout amount of an ERO Eligible Participant's entire Accrued Benefit under the Plan shall be determined using the using the

following actuarial assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the Benefit Commencement Date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder in effect on the Benefit Commencement Date and shall be equal to:

(iii) the present value of the ERO Eligible Participant's Basic Benefit commencing at such ERO Eligible Participant's Normal Retirement Date, plus

(iv) the ERO Eligible Participant's PensionPlus Benefit as of such ERO Eligible Participant's Benefit Commencement Date, plus

(v) the present value of the ERO Eligible Participant's Monthly Benefit Enhancement as of such ERO Eligible Participant's Benefit Commencement Date.

(G) The lump sum payout amount of an Alternate Payee's entire Accrued Benefit under the Plan shall be determined using the following actuarial assumptions: (i) the Applicable Interest Rate as defined in Section 417(e) of the Code and the regulations thereunder for the fifth month preceding the calendar year in which the Benefit Commencement Date occurs, and (ii) the Applicable Mortality Table as defined in Section 417(e) of the Code and the regulations thereunder in effect on the Benefit Commencement Date and shall be equal to:

(iii) the present value of the Alternate Payee's Basic Benefit commencing at the Normal Retirement Date of the ERO Eligible Participant to whom the Alternate Payee was previously married, plus

(iv) the Alternate Payee's PensionPlus Benefit as of such Alternate Payee's Benefit Commencement Date, plus

(v) the present value of the Alternate Payee's Monthly Benefit Enhancement as of such Alternate Payee's Benefit Commencement Date.

3. Effective as of January 9, 2013, Section 3.18(e) of the Plan is hereby amended in its entirety to read as follows:

(e) For purposes of this Section 3.18, the following definitions shall apply:

(1) "Accrued Benefit under the Plan" shall mean the Basic Benefit, including the Monthly Benefit Enhancement, plus the PensionPlus Benefit.

(2) "Alternate Payee" shall mean an Alternate Payee to whom a portion of an ERO Eligible Participant's Accrued Benefit under the Plan is assigned

pursuant to a Qualified Domestic Relations Order if the ERO Eligible Participant to whom the Alternate Payee was previously married elects to participate in the ERO and does not revoke such election to participate.

(3) "Base salary" shall mean an ERO Eligible Participant's annual base salary rate in effect on December 31, 2012.

(4) "Years of benefit service" shall mean all of an ERO Eligible Participant's years of service with the Company and all Employers which is used generally for benefit eligibility purposes.

4. Effective as of July 11, 2013, the first sentence of Section 3.19(c) of the Plan is hereby amended read as follows:

In order to accept the 2013 Lump Sum Window Benefit Offer described in Section 3.19(a), an Eligible Participant must make an affirmative election to receive a 2013 Lump Sum Window Benefit during the Election Period which shall commence on July 23, 2013 and shall terminate on September 13, 2013.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 30th day of December, 2013.

FOR NCR CORPORATION

By: Andrea Ledford
Andrea Ledford
Senior Vice President Corporate Services and Chief Human Resources Officer

TENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR desires to amend the Plan to make a lump sum window benefit offer to certain terminated vested participants in the Plan and to make lump sum window benefit distributions to those certain terminated vested participants in the Plan who accept the lump sum window benefit offer;

WHEREAS, the lump sum window benefit offer is expected to cause an increase or decrease in the greater of annual expense or annual liability of the Plan by more than $20,000,000; and

WHEREAS, at its April 24, 2013 meeting, the Board of Directors of NCR (the "Board") delegated authority to the Chief Executive Officer to approve and adopt amendments to the Plan setting forth (i) a lump sum window benefit offer to certain terminated vested participants in the Plan who did not previously receive a lump sum window benefit offer, and (ii) the terms and conditions of the lump sum window benefit distributions to those certain terminated vested participants in the Plan who accept such lump sum window benefit offer, and to take such other actions as he deems necessary or appropriate in connection with the lump sum window benefit offer.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective July 11, 2013:

1. Article III of the Plan is hereby amended by the addition of the following new Section 3.19 at the end thereof to read as follows:

3.19 2013 Lump Sum Window Benefit

(a) 2013 Lump Sum Window Benefit Offer

The Plan Administrator shall make a 2013 Lump Sum Window Benefit Offer to each Eligible Participant described in (b) below. If an Eligible Participant accepts such 2013 Lump Sum Window Benefit Offer during the Election Period described in Section 3.19(c) below, such Eligible Participant shall be eligible to receive a 2013 Lump Sum Window Benefit described in Section 3.19(d) below.

(b) Eligible Participants

(1) Each of the following are Eligible Participants for purposes of this Section 3.19:

(a) a Participant who was a terminated Vested Participant as of April 30, 2013, who has not had a benefit commencement date with respect to his or her Basic Monthly Benefit on or prior to May 1, 2013 and who did not receive a Lump Sum Window Benefit Offer under Section 3.17 or a Lump Sum Offer under Section 3.18,

(b) a surviving spouse or a domestic partner who is eligible for a Surviving Spouse Benefit under Section 6.1 or Section 6.2 as of April 30, 2013 and who has not had a benefit commencement date with respect to such Surviving Spouse Benefit on or prior to May 1, 2013, and

(c) an Alternate Payee who is eligible for a benefit under the Plan as of April 30, 2013 and who has not had a benefit commencement date with respect to any Basic Monthly Benefit assigned to such Alternate Payee on or prior to May 1, 2013.

(2) Notwithstanding the foregoing, each of the following shall not be Eligible Participants for purposes of this Section 3.19:

(a) a Participant, surviving spouse, domestic partner or Alternate Payee who is receiving monthly payments from the Plan as of May 1, 2013,

(b) a Participant, surviving spouse, domestic partner or Alternate Payee who received a Lump Sum Window Benefit Offer under Section 3.17 or a Lump Sum Offer under Section 3.18, and

(c) a Participant, surviving spouse, domestic partner or Alternate Payee whose required beginning date under Section 401(a)(9) of the Code occurred or will occur prior to October 1, 2013.

(c) Election Period

In order to accept the 2013 Lump Sum Window Benefit Offer described in Section 3.19(a), an Eligible Participant must make an affirmative election to receive a 2013 Lump Sum Window Benefit during the Election Period which shall commence on July 23, 2013 and shall terminate on August 30, 2013. All elections shall be made in the manner prescribed by the Plan Administrator and shall be subject to the applicable spousal consent requirements of Section 5.3(a), provided however that, for purposes of a 2013 Lump Sum Window Benefit Offer election, spousal consent must be postmarked on or before the 180th day following the date on which the Eligible Participant receives the information described in Section 5.3(b).

(d) 2013 Lump Sum Window Benefit

An Eligible Participant who makes a valid affirmative election to receive a 2013 Lump Sum Window Benefit during the Election Period shall be eligible to receive a 2013 Lump Sum Window Benefit.

For this purpose, the 2013 Lump Sum Window Benefit shall be one of the following, as elected by the Eligible Participant:

(1) a onetime lump sum distribution in an amount equal to the present value of the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the PensionPlus Actuarial Assumptions, or

(2) an annuity distribution in accordance with the provisions of the Plan which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her benefit commencement date, calculated using the Joint and Survivor Actuarial Assumptions, or

(3) for a married Eligible Participant (other than a surviving spouse, domestic partner or Alternate Payee) who has not attained at least

age 55 by October 1, 2013, a 50% Joint and Survivor Annuity, a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions, or

(4) for an unmarried Eligible Participant who has not attained at least age 55 by October 1, 2013 or for a surviving spouse, domestic partner or Alternate Payee, a Single Life Annuity which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions.

The benefit commencement date with respect to each 2013 Lump Sum Window Benefit distribution shall be October 1, 2013.

(e) For purposes of this Section 3.19, the following shall apply:

(1) The term "Alternate Payee" shall mean an Alternate Payee to whom a portion of a Participant's Accrued Benefit under the Plan is assigned pursuant to a Qualified Domestic Relations Order; and

(2) The Normal Retirement Date of an Alternate Payee shall be deemed to be the Normal Retirement Date of the Participant where a portion of such Participant's Accrued Benefit under the Plan is assigned to the Alternate Payee pursuant to a Qualified Domestic Relations Order.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 11th day of July, 2013.

FOR NCR CORPORATION

By: William R Nuti

William R. Nuti
Chief Executive Officer

ELEVENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, in accordance with the authority delegated to the Chief Executive Officer by the NCR Board of Directors, the Chief Executive Officer determined (i) the ERO Eligible Participants, other than executive officers, (ii) to provide the Early Retirement Payment through the assets of the Plan, (iii) the amount of the Monthly Benefit Enhancement under the Plan, and (iv) the administrative provisions of the ERO, and the Plan was amended effective January 9, 2013 in accordance with such determinations;

WHEREAS, the Chief Executive Officer has determined to now include certain employees designated by NCR as Sales Professionals who participate in the Solution Compensation Plan as ERO Eligible Participants; and

WHEREAS, NCR desires to amend the Plan to revise: (i) the definition of ERO Eligible Participant, and (ii) certain administrative provisions relating to the ERO.

NOW, THEREFORE, NCR does hereby amend the Plan, effective as of January 9, 2013 as follows:

1. Section 3.18(b) of the Plan is hereby amended in its entirety to read as follows:

(b) ERO Eligible Participants

An ERO Eligible Participant is an Employee who:

(1) Was actively employed, or on an approved leave of absence, on the Company's or an Employer's U.S. payroll on December 31, 2012,

(2) Has attained age 55 as of March 31, 2013, and completed 15 or more years of benefit service as of March 31, 2013,

(3) Remains employed by the Company or an Employer until (A) a termination date designated by the Company on or after March 31, 2013, and before October 1, 2013, or (B) a termination date prior to March 31, 2013, as agreed upon by the Company,

(4) Had not entered into a separation agreement, or similar agreement with the Company or an Employer on or before December 31, 2012,

(5) Is not an executive officer of the Company,

(6) Is not designated by the Company as a Professional Services Employee who participates in the Professional Services Compensation Plan (PSCP), except that:

(A) A PSCP participant assigned to the Germantown facility (location code MD0855) may be an ERO Eligible Participant,

(B) A PSCP participant assigned to Quality Assurance (organization code 201220630) may be an ERO Eligible Participant,

(C) A PSCP participant assigned to NCR Services may be an ERO Eligible Participant, and

(D) A PSCP participant who was formerly designated by the Company as a Sales Professional may be an ERO Eligible Participant,

(7) Is not designated by the Company as a Professional Services Employee assigned to the UNIX MP-RAS platform (organization code 201220324), and

(8) Signs, and does not revoke within the seven day revocation period, a general release agreement, in a form acceptable to the Company, that provides for a release of claims against the Company and all Employers (with the exception of workers' compensation claims).

2. Section 3.18(c) of the Plan is hereby amended in its entirety to read as follows:

(c) Election Period

In order to elect the Early Retirement Program Benefits described in Section 3.18(d), an ERO Eligible Participant must make an affirmative election during the Election Period to receive the Early Retirement Program Benefits. For this purpose the Election Period shall commence on January 18, 2013, and shall terminate on February 28, 2013; provided however, that for purposes of any ERO Eligible Participant who is designated by the Company as a Sales Professional who participates or participated in the Solution Compensation Plan at any time in 2013, (a "Sales Professional") the Election Period shall commence on August 15, 2013, and shall terminate on September 30, 2013. All elections shall be made in the manner prescribed by the Plan Administrator. Notwithstanding the foregoing, an ERO Eligible Participant may revoke his or her affirmative election to receive the Early Retirement Program Benefits on or before the later of (1) March 29, 2013, or (2) the date that is 30 days after the date the Company provides such ERO Eligible Participant with his or her termination date designated by the Company; provided however, that an ERO Eligible Participant who is a Sales Professional may revoke his or her affirmative election to receive the Early Retirement Program Benefits on or before September 30, 2013.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 7th day of August, 2013.

FOR NCR CORPORATION

By: William R Nuti
Name: William R. Nuti
Title: Chief Executive Officer

TWELFTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, NCR now desires to amend the Plan (i) to make a lump sum window benefit offer to certain terminated vested participants in the Plan and to make lump sum window benefit distributions to those certain terminated vested participants in the Plan who accept the lump sum window benefit offer, (ii) to offer a new lump sum optional form of benefit which is available to newly terminated participants for six months following the date of termination of employment, and (iii) to increase the small benefit cash-out amount under the Plan to $5,000.

WHEREAS, the amendments to the Plan are expected to cause an increase or decrease in the annual expense or annual liability of the Plan by $20,000,000 or more; and

WHEREAS, at its February 24, 2014 meeting, the Board of Directors of NCR (the "Board") delegated authority to the Chief Executive Officer to approve and adopt amendments to the Plan setting forth (i) a lump sum window benefit offer to certain terminated vested participants in the Plan who did not previously receive a lump sum window benefit offer, (ii) a new lump sum optional form of benefit which is available to newly terminated participants for six months following the date of termination of employment, and (iii) an increase in the small benefit cash-out amount under the Plan to $5,000.

NOW, THEREFORE, NCR does hereby amend the Plan as follows effective July 1, 2014:

1. Article III of the Plan is hereby amended by the addition of the following new Section 3.20 at the end thereof to read as follows:

3.20 2014 Lump Sum Window Benefit

(a) 2014 Lump Sum Window Benefit Offer

The Plan Administrator shall make a 2014 Lump Sum Window Benefit Offer to each Eligible Participant described in (b) below. If an Eligible Participant accepts such 2014 Lump Sum Window Benefit Offer during the Election Period described in 3.20(c) below, such Eligible Participant shall be eligible to receive a 2014 Lump Sum Window Benefit described in 3.20(d) below.

(b) Eligible Participants

(1) Each of the following are Eligible Participants for purposes of this Section 3.20:

(a) a Participant who is a terminated Vested Participant as of June 30, 2014, who has not had a benefit commencement date with respect to his or her Basic Monthly Benefit on or prior to July 1, 2014 and who did not receive a Lump Sum Window Benefit Offer under Sections 3.17 or 3.19 or a Lump Sum Offer under Section 3.18,

(b) a Participant who is a terminated Vested Participant as of June 30, 2014, who has not had a benefit commencement date with respect to his or her Basic Monthly Benefit on or prior to July 1, 2014, who received a Lump Sum Offer under Section 3.18, who was required to terminate employment with the Company in order to receive the Early Retirement Program Benefits and who did not make an affirmative election in accordance with Section 3.18(c) to receive the Early Retirement Program Benefits,

(c) a surviving spouse or a domestic partner who is eligible for a Surviving Spouse Benefit under Section 6.1 or Section 6.2 as of June 30, 2014 and who has not had a benefit commencement date with respect to such Surviving Spouse Benefit on or prior to July 1, 2014, and

(d) an Alternate Payee who is eligible for a benefit under the Plan as of June 30, 2014 and who has not had a benefit commencement date with respect to any Basic Monthly Benefit assigned to such Alternate Payee on or prior to July 1, 2014.

(2) Notwithstanding the foregoing, each of the following shall not be Eligible Participants for purposes of this Section 3.20:

(a) a Participant, surviving spouse, domestic partner or Alternate Payee who is receiving monthly payments from the Plan as of July 1, 2014,

(b) a Participant, surviving spouse, domestic partner or Alternate Payee who received a Lump Sum Window Benefit Offer under Sections 3.17 or 3.19,

(c) a Participant who received a Lump Sum Offer under Section 3.18, who was required to terminate employment with the Company in order to receive the Early Retirement Program Benefits and who made an affirmative election in accordance with Section 3.18(c) to receive the Early Retirement Program Benefits,

(d) a Participant who received a Lump Sum Offer under Section 3.18 and who was not required to terminate employment with the Company in order to receive the Early Retirement Program Benefits, and

(e) a Participant, surviving spouse, domestic partner or Alternate Payee whose required beginning date under Section 401(a)(9) of the Code occurred or will occur prior to November 1, 2014.

(c) Election Period

In order to accept the 2014 Lump Sum Window Benefit Offer described in Section 3.20(a), an Eligible Participant must make an affirmative election to receive a 2014 Lump Sum Window Benefit during the Election Period which shall commence on July 29, 2014 and shall terminate on September 19, 2014. All elections shall be made in the manner prescribed by the Plan Administrator and shall be subject to the applicable spousal consent requirements of Section 5.3(a), provided however that, for purposes of a 2014 Lump Sum Window Benefit Offer election, spousal consent must be postmarked on or before the 180th day following the date on which the Eligible Participant receives the information described in Section 5.3(b).

(d) 2014 Lump Sum Window Benefit

An Eligible Participant who makes a valid affirmative election to receive a 2014 Lump Sum Window Benefit during the Election Period shall be eligible to receive a 2014 Lump Sum Window Benefit.

For this purpose, the 2014 Lump Sum Window Benefit shall be one of the following, as elected by the Eligible Participant:

(1) a one-time lump sum distribution in an amount equal to the present value of the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the PensionPlus Actuarial Assumptions, or

(2) an annuity distribution in accordance with the provisions of the Plan which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her benefit commencement date, calculated using the Joint and Survivor Actuarial Assumptions, or

(3) for a married Eligible Participant (other than a surviving spouse, domestic partner or Alternate Payee) who has not attained at least age 55 by November 1, 2014, a 50% Joint and Survivor Annuity, a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions, or

(4) for an unmarried Eligible Participant who has not attained at least age 55 by October 1, 2014 or for a surviving spouse, domestic partner or Alternate Payee, a Single Life Annuity which is actuarially equivalent to the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions.

The benefit commencement date with respect to each 2014 Lump Sum Window Benefit distribution shall be November 1, 2014.

(e) For purposes of this Section 3.20, the following shall apply:

(1) The term "Alternate Payee" shall mean an Alternate Payee to whom a portion of a Participant's Accrued Benefit under the Plan is assigned pursuant to a Qualified Domestic Relations Order; and

(2) The Normal Retirement Date of an Alternate Payee shall be deemed to be the Normal Retirement Date of the Participant where a portion of such Participant's Accrued Benefit under the Plan is assigned to the Alternate Payee pursuant to a Qualified Domestic Relations Order.

2. Article 5 of the Plan is hereby amended by the addition of the following new Section 5.2A immediately following Section 5.2 thereof to read as follows:

5.2A Lump Sum Optional Form

(a) Subject to the applicable spousal consent requirements of Section 5.3(a), a Vested Participant who terminates employment with the Company on or after July 1, 2014 and is otherwise eligible to receive a benefit may elect, during the six month period commencing on the Vested Participant's date of termination of employment with the Company, to receive a one-time lump sum distribution in an amount equal to the present value of the Eligible Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the PensionPlus Actuarial Assumptions. For purposes of clarity, the Lump Sum Optional Form of Benefit under this Section 5.2A(a) is not available for election at any time other than during the six month period commencing on a Vested Participant's date of termination of employment with the Company.

(b) In lieu of the one-time lump sum distribution described in (a) above, a Vested Participant who is otherwise eligible to receive a benefit may elect, during the six month period commencing on the Vested Participant's date of termination of employment with the Company, to receive:

(1) an annuity distribution in accordance with the provisions of the Plan which is actuarially equivalent to the Vested Participant's Accrued Benefit on his or her benefit commencement date, calculated using the Joint and Survivor Actuarial Assumptions, or

(2) for a married Vested Participant who has not attained at least age 55 on his or her benefit commencement date, a 50% Joint and Survivor Annuity, a 75% Joint and Survivor Annuity or a 100% Joint and Survivor Annuity which is actuarially equivalent to the Vested Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions, or

(3) for an unmarried Vested Participant who has not attained at least age 55 on his or her benefit commencement date, a Single Life Annuity which is actuarially equivalent to the Vested Participant's Accrued Benefit on his or her Normal Retirement Date, calculated using the Joint and Survivor Actuarial Assumptions.

(c) The benefit commencement date with respect to any benefit elected under this Section 5.2A shall be a date which is not later than the first day of the eighth month following the Vested Participant's date of termination of employment with the Company.

3. Section 5.12 of the Plan is hereby amended in its entirety to read as follows:

5.12 Small Benefit Cash-Out

Notwithstanding anything herein to the contrary, if the Actuarial Equivalent value of a Participant's Accrued Benefit on the Participant's date of termination of employment with the Company, including any PensionPlus benefit that may be distributed as a lump sum, is $1,000 or less, the Accrued Benefit will be paid to the Participant in a lump sum payment within 90 days after the mailing of the termination Accrued Benefit statement. If a distribution is required to be made to a Participant pursuant to this first paragraph of Section 5.12, but after a diligent search by the Plan Administrator, the Participant is missing, then the entire Accrued Benefit of the Participant shall be forfeited. If such missing Participant is later located, the Accrued Benefit of such Participant shall be reinstated and distribution of such Accrued Benefit shall be made in accordance with the terms of the Plan.

If the Actuarial Equivalent value of a Participant's Accrued Benefit on the Participant's date of termination of employment with the Company, including any PensionPlus benefit that may be distributed as a lump sum, is greater than $1,000, but less than or equal to $5,000, the Accrued Benefit shall be paid as an Eligible Rollover Distribution to an Individual Retirement Account selected by the Plan Administrator if the Participant does not otherwise make an election to receive a lump sum distribution or a Rollover Distribution of the Accrued Benefit within the time specified by the Plan Administrator.

4. Article 5 of the Plan is hereby amended by the addition of the following new Section 5.12A immediately following Section 5.12 thereof to read as follows:

5.12A Special Small Benefit Cash-Out

Notwithstanding anything herein to the contrary, if the Actuarial Equivalent value of the remaining Accrued Benefit as of July 1, 2014, including any PensionPlus benefit that may be distributed as a lump sum, of a Participant who has terminated employment with the Company and who, as of July 1, 2014 has not had a Benefit Commencement Date with respect to his Basic Benefit, is $1,000 or less, the remaining Accrued Benefit will be paid to the Participant in a lump sum payment as of November 1, 2014. If a distribution is required to be made to a Participant pursuant to this first paragraph of Section 5.12A, but after a diligent search by the Plan Administrator, the Participant is missing, then the remaining Accrued Benefit of the Participant shall be forfeited. If such missing Participant is later located, the remaining Accrued Benefit of such Participant shall be reinstated and distribution of such remaining Accrued Benefit shall be made in accordance with the terms of the Plan.

If the Actuarial Equivalent value of the remaining Accrued Benefit as of July 1, 2014, including any PensionPlus benefit that may be distributed as a lump sum, of a Participant who has terminated employment with the Company and who, as of

July 1, 2014 has not had a Benefit Commencement Date with respect to his Basic Benefit, is greater than $1,000, but less than or equal to $5,000, the remaining Accrued Benefit shall be paid as an Eligible Rollover Distribution to an Individual Retirement Account selected by the Plan Administrator as of November 1, 2014 if the Participant does not otherwise make an election to receive a lump sum distribution or a Rollover Distribution of the remaining Accrued Benefit during the election period commencing on August 1, 2014 and ending on August 31, 2014.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 20th day of June, 2014.

FOR NCR CORPORATION

By: William R Nuti

William R. Nuti
Chairman of the Board, Chief
Executive Officer and President

THIRTEENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation (the "Company").

WHEREAS, the Company established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, the Company now desires to amend the Plan to make a lump sum window benefit offer to certain participants in the Plan who are currently in pay status under the Plan;

WHEREAS, the amendment to the Plan is expected to cause an increase or decrease in the annual expense or annual liability of the Plan by more than $20 million; and

WHEREAS, at its April 24, 2013 meeting, the Board of Directors of NCR Corporation (the "Board") delegated authority to the Chief Executive Officer to approve and adopt an amendment to the Plan setting forth a lump sum window benefit offer to certain participants in the Plan who are currently in pay status under the Plan.

NOW, THEREFORE, effective as of January 1, 2014, the Company does hereby amend the Plan as follows, with capitalized terms not defined herein having the same meanings as set forth in the Plan:

1. Article III of the Plan is hereby amended by the addition of the following new Section 3.21 at the end thereof to read as follows:

3.21 2014 Retiree Lump Sum Window Benefit

(a) 2014 Retiree Lump Sum Window Benefit Offer

The Plan Administrator shall make a 2014 Retiree Lump Sum Window Benefit Offer to each Eligible Participant described in Section 3.21(b) below. If an Eligible Participant accepts such 2014 Retiree Lump Sum Window Benefit Offer during the Election Period described in Section 3.21(c) below, such Eligible Participant shall be eligible to receive a 2014 Retiree Lump Sum Window Benefit described in Section 3.21(d) below.

(b) Eligible Participants

(1) Each of the following are Eligible Participants for purposes of this Section 3.21:

(a) A Participant who is in pay status as of July 1, 2014 and whose Annuity Starting Date was on or after January 1, 1994 and on or before April 1, 2014 and who did not receive a Lump Sum Window Benefit Offer under Section 3.17 or Section 3.19 or a Lump Sum Offer under Section 3.18,

(b) A Participant who is in pay status as of July 1, 2014 and whose Annuity Starting Date was on or after January 1, 1994 and on or before April 1, 2014, who received a Lump Sum Offer under Section 3.18, who was required to terminate employment with the Company in order to receive the Early Retirement Program Benefits and who did not make an affirmative election in accordance with Section 3.18(c) to receive the Early Retirement Program Benefits,

(c) a surviving spouse or a domestic partner who is receiving a Surviving Spouse Benefit under Section 6.1 or Section 6.2 and whose Annuity Starting Date with respect to such Surviving Spouse Benefit was on or after January 1, 1994 and on or before April 1, 2014 and who did not receive a Lump Sum Window Benefit Offer under Section 3.17 or Section 3.19, and

(d) an Alternate Payee whose Annuity Starting Date with respect to his or her assigned benefit was on or after January 1, 1994 and on or before April 1, 2014 and who did not receive a Lump Sum Window Benefit Offer under Section 3.19 or a Lump Sum Offer under Section 3.18.

(2) Notwithstanding the foregoing, each of the following shall not be Eligible Participants for purposes of this Section 3.21:

(a) A Participant, surviving spouse, domestic partner or Alternate Payee whose Annuity Starting Date was before January 1, 1994 or after April 1, 2014,

(b) A Participant, surviving spouse, domestic partner or Alternate Payee who received a Lump Sum Window Benefit Offer under Section 3.17 or 3.19,

(c) A Participant who received a Lump Sum Offer under Section 3.18, who was required to terminate employment with the Company in order to receive the Early Retirement Program Benefits and who made an affirmative election in accordance with Section 3.18(c) to receive the Early Retirement Program Benefits,

(d) A Participant who received a Lump Sum Offer under Section 3.18 and who was not required to terminate employment in order to receive the Early Retirement Program Benefits,

(e) An Alternate Payee who received a Lump Sum Offer under Section 3.18,

(f) A Participant or an Alternate Payee whose benefit under the Plan is subject to a Qualified Domestic Relations Order that is a shared interest Qualified Domestic Relations Order as determined by the Plan Administrator in its sole and absolute discretion,

(g) A Participant, surviving spouse, domestic partner, or Alternate Payee who is classified by the Plan Administrator, in its sole and absolute discretion, as a Millsboro/Sunnyvale participant and who did not accrue an additional benefit under the Plan after the Millboro/Sunnyvale annuity purchase,

(h) A Participant, surviving spouse, domestic partner or Alternate Payee who was not in receipt of Plan payments on May 30, 2014 as determined by the Plan Administrator, in its sole and absolute discretion, and

(i) Any Participant, surviving spouse, domestic partner or Alternate Payee determined by the Plan Administrator to be ineligible, in its sole and absolute discretion.

(c) Election Period

In order to accept the 2014 Retiree Lump Sum Window Benefit Offer described in Section 3.21(a), an Eligible Participant must make an affirmative election to receive a 2014 Retiree Lump Sum Window Benefit during the Election Period which shall commence on July 2, 2014 and shall terminate on August 29, 2014. All elections shall be made in the manner prescribed by the Plan Administrator and shall be subject to the applicable spousal consent requirements of Section 5.3(a) and applicable law, provided however that, for purposes of a 2014 Retiree Lump Sum Window Benefit Offer election, spousal consent must be received on or before the 180th day following the date on which the Eligible Participant receives the information described in Section 5.3(b).

(d) 2014 Retiree Lump Sum Window Benefit

An Eligible Participant who makes a valid affirmative election to receive a 2014 Retiree Lump Sum Window Benefit during the Election Period shall be eligible to receive a 2014 Retiree Lump Sum Window Benefit.

For this purpose, the 2014 Retiree Lump Sum Window Benefit shall be one of the following, as elected by the Eligible Participant:

(1) a one-time lump sum distribution in an amount equal to the present value of the Eligible Participant's expected future payments, calculated using the PensionPlus Actuarial Assumptions, or

(2) for a married Eligible Participant (other than a surviving spouse, domestic partner or Alternate Payee), a 50% Joint and Survivor Annuity or a 75% Joint and Survivor Annuity which is actuarially equivalent to the one-time lump sum described in Section 3.21(d)(1) above, calculated using the PensionPlus Actuarial Assumptions, or

(3) for an unmarried Eligible Participant, a surviving spouse, domestic partner or Alternate Payee, a Single Life Annuity which is actuarially equivalent to the one-time lump sum described in Section 3.21(d)(1) above, calculated using the PensionPlus Actuarial Assumptions.

The benefit commencement date with respect to any 2014 Retiree Lump Sum Window Benefit distribution described in Section 3.21(d)(1) above shall be November 1, 2014 and the Annuity Starting Date with respect to any 2014 Retiree Lump Sum Window Benefit described in Section 3.21(d)(2) above or Section 3.21(d)(3) above shall be November 1, 2014.

Notwithstanding the forgoing, (A) if an Eligible Participant dies before November 1, 2014 and such deceased Eligible Participant made a 2014 Retiree Lump Sum Window Benefit distribution election described in Section 3.21(d)(1) or Section 3.21(d)(3), such election will be void and a death benefit, if any, will be paid in accordance with the distribution election of such deceased Eligible Participant in effect without regard to this Section 3.21, and (B) if an Eligible Participant dies before November 1, 2014 and such deceased Eligible Participant is determined in the sole and absolute discretion of the Plan Administrator to have made a timely and valid 2014 Retiree Lump Sum Window Benefit distribution election described Section 3.21(d)(2), such election will be valid and will become effective as of November 1, 2014.

(e) For purposes of this Section 3.21, the following shall apply:

(1) The term "Alternate Payee" shall mean an Alternate Payee to whom a portion of a Participant's Accrued Benefit under the Plan is assigned pursuant to a Qualified Domestic Relations Order; and

(2) A shared interest Qualified Domestic Relations Order is a Qualified Domestic Relations Order that assigns a portion of a Participant's future monthly payments to an Alternate Payee.

IN WITNESS HEREOF, the Company has caused this Plan amendment to be executed this 11th day of December, 2014.

FOR NCR CORPORATION

By: William R. Nuti

William R. Nuti
Chairman of the Board,
Chief Executive Officer and President

FOURTEENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

WHEREAS, NCR Corporation (the "Company") desires to amend the NCR Pension Plan (the "Plan") as provided herein; and

WHEREAS, this Amendment may be adopted by the Senior Vice President, Corporate Services and Chief Human Resources Officer and the Senior Vice President, Chief Financial Officer and Chief Accounting Officer pursuant to authority delegated by the Company's Board of Directors.

NOW, THEREFORE, effective October 24, 2014, the Company does hereby amend the Plan as follows, with capitalized terms not defined herein having the same meanings as set forth in the Plan:

- **The following new definitions shall be added to Article 1:**

  "Plan Administration Committee" shall have the meaning described in Article 8.

  "Plan Investment Committee" shall have the meaning described in Article 8.

- **Section 1.17 shall be amended to read as follows:**

  1.17. Fiduciary

  "Fiduciary" means:

  (a) the Plan Administration Committee and the Plan Investment Committee;

  (b) the Trustee; and

  (c) any Investment Manager.

- **The provisions of Article 8 below shall be amended to read as follows:**

  8.1 Named Fiduciaries

  The Company's Senior Vice President, Chief Financial Officer and Chief Accounting Officer shall establish and appoint the members of a Plan Investment Committee for the Plan. The Plan Investment Committee shall be the "named fiduciary" under ERISA responsible for the investment and reinvestment of the assets of the Plan as provided herein.

The Company's Senior Vice President, Corporate Services and Chief Human Resources Officer shall establish and appoint the members of a Plan Administration Committee for the Plan. The Plan Administration Committee shall be the "named fiduciary" under ERISA responsible for the administration of the Plan as provided herein.

Except as otherwise provided by ERISA, the Plan Investment Committee and the Plan Administration Committee shall have only those specific powers, duties, responsibilities and obligations as are specifically given them under this Plan or the trust agreements. Each fiduciary shall give directions, furnish information, and take actions only in accordance with the provisions of the Plan and the trust agreements. To the extent that the Plan or trust agreement allocates certain duties to a fiduciary, other fiduciaries may rely upon any such direction, information or action of that fiduciary as being proper under this Plan or the trust agreements, and is not required under this Plan or trust agreements to inquire into the propriety of any such direction, information or action, in the absence of any knowledge to the contrary. It is intended under this Plan and the trust agreements that each fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the trust agreements and shall not be responsible for any act or failure to act of another fiduciary except to the extent otherwise provided by ERISA. No fiduciary guarantees the Pension Fund or the Plan or any Participant or beneficiary or alternate payee in any manner against investment loss or depreciation in asset value.

Employees who act on behalf of the Plan Investment Committee or the Plan Administration Committee or the Plan Administrator shall not receive additional compensation with respect to their service as such.

8.2. Named Fiduciary for Investments: Plan Investment Committee

The Plan Investment Committee shall be responsible for the investment and reinvestment of the assets of the Plan. The Plan Investment Committee shall have such duties and all discretionary authority as may be necessary or appropriate to discharge its responsibilities hereunder, including, but not by way of limitation, to appoint and remove Trustees and Investment Managers;

(a) to fix the compensation of such Trustees and Investment Managers,

(b) to delegate control and management (including the power to acquire and dispose) of all or a portion of the assets of the Plan to an Investment Manager or Investment Managers, which delegation may include authority of the Investment Manager or Managers to redelegate to another Investment Manager or Managers;

(c) to enter into and amend trust agreements and other agreements relating to the management and custody of Plan assets;

(d) to allocate and reallocate Plan assets among Trustees, Investment Managers, insurance companies and others consistent with any governing documents and legal requirements;

(e) to effect transfers of assets from one funding medium or vehicle to another;

(f) to make investments for each trust, account or other funding vehicle either directly or through Trustees, Investment Managers or others;

(g) to issue investment directions and guidelines to Investment Managers, Trustees and others consistent with this Plan and the documents and requirements governing any trust, account or other funding vehicle and where applicable, any associated asset management agreement;

(h) to review Plan valuations from time to time;

(i) to review reports of the financial condition, receipts and disbursements of the Plan from time to time;

(j) to file or cause to be filed such investment related reports, descriptions, summaries, and statements for the Plan as it may determine appropriate or required by law;

(k) to delegate and allocate its responsibilities, duties and authority under the Plan to one or more employees, officers, firms, corporations or such other persons as it may determine appropriate; and

(l) to retain auditors, accountants, consultants, legal counsel, and such other advisors as it may determine appropriate to carry out the provisions of the Plan or discharge its responsibilities under the Plan.

8.3. Named Fiduciary for Administration: Plan Administration Committee / Plan Administrator

The Plan Administration Committee shall be responsible for the administration of the Plan, other than the investment and reinvestment of the assets of the Plan, and shall be the "Plan Administrator" for the Plan. The Plan Administrator shall have such duties and all discretionary authority as may be necessary or appropriate to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to obtain such individual bonding as may be required by law;

(b) to interpret the provisions of the Plan and resolve any question arising under the Plan, or in connection with the administration or operation of the Plan;

(c) to determine eligibility for, amount of, and manner and time of payment of any benefits under the Plan;

(d) to authorize and direct disbursements of benefits under the Plan;

(e) to prescribe such Plan administrative procedures as it may determine appropriate;

(f) to file or cause to be filed such reports, descriptions, summaries, and statements for the Plan as it may determine appropriate or required by law, other than those filed by the Plan Investment Committee;

(g) to furnish or cause to be furnished such reports, descriptions, summaries and statements to Participants and beneficiaries as it may determine appropriate or required by law;

(h) to maintain such records as it may determine appropriate for the Plan, internally or with a Plan Recordkeeper or other agent;

(i) To delegate and allocate its responsibilities, duties and authority under the Plan to one or more employees, officers, firms, corporations or such other persons as it may determine appropriate; and

(j) To retain auditors, accountants, consultants, legal counsel, and such other advisors as it may determine appropriate to carry out the provisions of the Plan or discharge its responsibilities under the Plan.

8.4. Plan Administrator: Scope of Authority

The Plan Administrator shall administer the Plan in a non-discriminatory manner for the exclusive benefit of Participants and their beneficiaries.

The Plan Administrator shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits, including, without limitation, questions of the eligibility of any person to participate in the Plan and the amounts payable to any person under the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant or beneficiary, the Company, the legal counsel of the Company, the Plan actuary or Trustee or such other person or entity as it may determine appropriate. Any interpretation or

construction of or action by the Plan Administrator with respect to the administration of the Plan shall be conclusive and binding upon any and all parties affected thereby, subject to the exclusive appeal procedure set forth in this Article 8.

In addition, the Plan Administrator shall have full authority to interpret, apply and enforce the provisions of the Plan, including without limitation the authority to correct any defects or omissions or to reconcile any inconsistencies herein, in such manner and to such an extent as deemed necessary or desirable to effectuate the Plan. The Plan Administrator shall have the authority to make such rules and regulations for the administration of the Plan and the interpretation and application of the provisions hereof, as it deems necessary or desirable. Any determination by the Plan Administrator within the scope of its authority and any action taken thereon in good faith shall be conclusive and binding on all persons.

- **The first sentence of Section 9.2 shall be amended to read as follows:**

The Company agrees, subject to Article 10 Amendment, Suspension or Discontinuance, to make annual contributions to the Pension Fund in such amounts and at such times as determined by the Plan Investment Committee in accordance with the funding method and policy to be established by the Plan Investment Committee.

- **The second paragraph of Section 10.2 shall be amended to read as follows:**

Upon termination of this Plan, the Plan Administration Committee and the Plan Investment Committee shall continue to act for the purpose of complying with the preceding paragraph and shall have all power necessary or convenient to the winding up and dissolution of the Plan as herein provided. While so acting the Plan Administration Committee and the Plan Investment Committee shall be in the same status and position with respect to other persons as if the Plan remained in existence.

- **Section 10.3(c) shall be amended to read as follows:**

When the Pension Fund has been so allocated, the Plan Investment Committee shall determine whether:

(1) to continue the Pension Fund in operation as the source of payment in whatever amount the moneys so allocated to the Participants or former Participants will provide, or

(2) to liquidate the Pension Fund and direct the application thereof for the purchase of immediate or deferred annuities of whatever moneys so allocated to Participants or former Participants will provide; subject however to the requirements established by the PBGC.

IN WITNESS HEREOF, the Company has caused this Plan amendment to be executed this 30th day of December, 2014.

FOR NCR CORPORATION

By: _____
Andrea L. Ledford
Senior Vice President, Corporate Services
and Chief Human Resources Officer

By: _____
Robert P. Fishman
Senior Vice President, Chief Financial
Officer and Chief Accounting Officer

FIFTEENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation (the "Company").

WHEREAS, the Company established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, the Company now desires to amend the Plan to: (1) direct the Plan Investment Committee (as defined in the Plan) to use Plan assets to purchase, by the end of 2014 (or by such other time as the Chief Executive Officer deems appropriate), an annuity contract or contracts to fully assume the Plan's obligation and liability to pay the benefits of certain participants who commenced monthly benefits under the Plan before 1994; and (2) clarify the Plan's description of the types of annuities that may be purchased under the Plan;

WHEREAS, the amendments to the Plan are expected to cause an increase or decrease in the greater of annual expense or annual liability of the Plan by $20 million or more; and

WHEREAS, at its October 22, 2014 meeting, the Company's Board of Directors (the "Board"): (1) delegated authority to the Company's Chief Executive Officer to amend the Plan to direct such Plan Investment Committee to use Plan assets to purchase, by the end of 2014 (or by such other time as the Chief Executive Officer deems appropriate), an annuity contract or contracts to fully assume the Plan's obligation and liability to pay the benefits of certain participants who commenced monthly benefits under the Plan before 1994; and (2) delegated authority to the Chief Executive Officer to clarify the Plan's description of the types of annuities that may be purchased under the Plan.

NOW, THEREFORE, effective December 10, 2014, the Company does hereby amend the Plan as follows, with capitalized terms not defined herein having the same meanings as set forth in the Plan:

1. Section 5.11 of the Plan is hereby amended in its entirety to read as follows:

5.11 Purchase of Annuity Contract

(a) In lieu of paying benefits directly from the Pension Fund to a Participant, beneficiary, survivor or alternate payee, the Trustee may purchase, with Pension Fund assets, an annuity contract (or contracts) to fully guarantee and pay such benefits, which annuity contract (or contracts) shall be established and maintained pursuant to a written contract document (or documents) or policy (or policies), with such provisions as may be determined appropriate, with an insurance company (or insurance companies) qualified to do business in a State, and shall contain such provisions as may be determined appropriate, except as otherwise provided in Section 5.11 (b) below.

(b) On or before December 31, 2014 (or such other time as the Chief Executive Officer deems appropriate), the Pension Fund shall purchase one or more annuity contracts pursuant to the following provisions:

(i) The annuity contract (or contracts) shall fully guarantee and pay the benefit under the Plan of each "Designated Participant." For purposes of this Section 5.11(b), a "Designated Participant" is a Participant, beneficiary, survivor or alternate payee who satisfies the following conditions: (A) the Annuity Starting Date for the benefit of the Participant, beneficiary, survivor or alternate payee under the Plan occurred before January 1, 1994, and (B) as of the date of purchase of the annuity contract (or contracts), the entire benefit of the Participant, beneficiary, survivor or alternate payee under the Plan is being paid in the form of an annuity. For purposes of the foregoing clauses (A) and (B), any benefit earned under the Plan by or for the benefit of a Designated Participant for which the Plan has no liability immediately before the purchase of the annuity contract (or contracts) shall be disregarded. The Plan Investment Committee may make changes to the list of Designated Participants for administrative purposes, and the final list of Designated Participants shall be the list of individuals designated as "Annuitants" and "Contingent Annuitants" attached to the purchased annuity contract (or contracts).

(ii) The annuity contract (or contracts) shall provide for the continued payment of the Designated Participant's benefit as determined under the Plan (whether paid to the Designated Participant or to his or her beneficiary, survivor, or alternate payee) in the same form that was in effect and permitted under the Plan immediately before the purchase of the annuity contract (or contracts), including any beneficiary designation, survivor benefit and qualified domestic relations order.

(iii) The Plan Investment Committee, acting as a named fiduciary for the Plan, shall select the provider (or providers) of the annuity contract (or contracts) and shall determine the terms of the annuity contract (or contracts), or, in its discretion, may delegate all or a portion of these duties to an independent fiduciary. A certificate under the annuity contract (or contracts) shall be issued to each Designated Participant on, or as soon as practicable after, the date of purchase of the annuity contract (or contracts), except where delivery is impracticable (for example if an individual cannot be located after reasonable efforts). The terms of the annuity contract (or contracts) shall provide that the benefits are legally enforceable by the sole choice of the Designated Participant (or his or her beneficiary, survivor, or alternate payee, if applicable) against the insurance company (or companies) issuing the annuity contract (or contracts).

(iv) After the purchase of the annuity contract (or contracts) described in this Section 5.11(b), the liability of the Pension Fund and the Plan will cease and terminate, and the Pension Fund and the Plan shall have no further obligation to make any payment with respect to any benefit of a Designated Participant, including with respect to any beneficiary, survivor, alternate payee, or other person or entity claiming by or through the Designated Participant.

(c) In the event of a purchase of an annuity contract (or contracts) described in this Section with respect to any benefit under the Plan of a Designated Participant, Participant, beneficiary, survivor, alternate payee, or other person claiming by or through any of the foregoing, the liability of the Pension Fund and of the Plan will cease and terminate, and the Pension Fund and the Plan shall have no further obligation to make any payment with respect to such benefit, including with respect to the benefit of any beneficiary, survivor, alternate payee, or other person or entity claiming by or through such individual.

IN WITNESS HEREOF, the Company has caused this Plan amendment to be executed this 11th day of December, 2014.

FOR NCR CORPORATION

By: William R. Nuti

William R. Nuti
Chairman of the Board,
Chief Executive Officer and President

SIXTEENTH AMENDMENT TO THE

NCR PENSION PLAN

(As Amended and Restated Effective January 1, 2011)

AMENDMENT TO THE NCR PENSION PLAN as restated and in effect January 1, 2011 (the "Plan") by NCR Corporation (the "Company").

WHEREAS, the Company established the Plan effective January 1, 1940;

WHEREAS, the Plan was amended and restated effective January 1, 2011;

WHEREAS, the Company now desires to amend the Plan;

WHEREAS, this Plan amendment in the aggregate will not increase or decrease the annual expense of the Plan by $1,000,000 or more and therefore may be adopted by the Senior Vice President Corporate Services and Chief Human Resources Officer, pursuant to a delegation of authority approved by the Compensation and Human Resource Committee of the NCR Board of Directors on July 15, 1999.

NOW, THEREFORE, the Company does hereby amend the Plan as follows, with capitalized terms not defined herein having the same meanings as set forth in the Plan:

1. Effective as of June 26, 2013, the last sentence of Section 5.1(a) of the Plan is hereby deleted.

2. Effective as of June 26, 2013, the last sentence of Section 6.1 of the Plan is hereby deleted.

3. Effective as of January 1, 2014, Sections 8.5 and 8.6 of the Plan are hereby deleted and the following is substituted therefor:

8.5. Appeal Procedure

The Plan Administrator or its delegate shall make all determinations as to the right of any person to a benefit. A claim for benefits under the Plan shall include any claim to clarify rights to future benefits. Any denial of a claim for benefits under the Plan by a Claimant shall be stated in writing and delivered or mailed to the Claimant within 90 days after the claim is filed, unless special circumstances require an extension of time for processing. If there is an extension, the Claimant shall be notified of the extension and the reason for the extension within the initial 90 day period. The extension shall not exceed 180 days after the claim is filed. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is

necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner designed to be understood by the Claimant without the need for legal or actuarial counsel.

Any Claimant whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial. If a written request for review is not made within such 60-day period, the Claimant shall forfeit his or her right to review.

At the time that he requests the review, the Claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the Claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner designed to be understood by the Claimant without the need for legal or actuarial counsel, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision shall be final, conclusive and binding on all parties.

8.6. Limitations on Actions

A Claimant must bring any action for the alleged wrongful denial of Plan benefits, or for the alleged intentional interference with any ERISA-protected rights that the Claimant is or may become entitled to, within one year after the cause of action accrued (the "Limitations Period"), provided, however, that: (1) failure to bring such an action within the Limitations Period will preclude a Claimant from bringing such action, and (2) failure to request reconsideration of a claim denial will preclude a Claimant from bringing any further proceeding regarding such claim to the extent permitted by law.

For purposes of this Section, a cause of action "accrues" from the time one first knew or should have known of the alleged wrongful denial or interference, or as otherwise determined by a court of law. Such an action may only be brought in Federal District Court for the Northern District of Georgia.

4. Effective as of October 24, 2014, Section 8.10 of the Plan is hereby amended in its entirety to read as follows:

8.10 Expenses

All reasonable expenses which are necessary for the establishment or operation of the Plan may be deducted from the Pension Fund or, at the election of the Company, paid directly by the Company and, where permitted by law, reimbursed by the Trustee to the Company at the Company's option.

5. Effective as of June 26, 2013, Article VIII of the Plan is hereby amended by the addition of a new Section 8.15 at the end thereof to read as follows:

8.15 Application of Windsor Decision

Notwithstanding any provision of the Plan to the contrary and in accordance with Internal Revenue Service Notice 2014-19, the following shall apply for purposes of the Plan:

(a) the terms "married" and "spouse" include an individual married to a person of the same sex if the individuals are lawfully married under state law, and the term "marriage" includes such a marriage between individuals of the same sex;

(b) there shall be recognized a marriage of same-sex individuals that was validly entered into in a state whose laws authorize the marriage of two individuals of the same sex even if the married couple is domiciled in a state that does not recognize the validity of same-sex marriages; and

(c) the terms "married," "spouse," "husband and wife," "husband," and "wife" do not include individuals (whether of the opposite sex or the same sex) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state, and the term "marriage" does not include such formal relationships.

IN WITNESS HEREOF, the Company has caused this Plan amendment to be executed this 30th day of December, 2014.

FOR NCR CORPORATION

By: _____
Andrea L. Ledford
Senior Vice President, Corporate Services
and Chief Human Resources Officer

EXHIBIT D

NCR Nonqualified Excess Plan

Exhibit 10.3

NCR
NONQUALIFIED EXCESS PLAN

Restated Effective January 1, 1996

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NCR
NONQUALIFIED EXCESS PLAN

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Beneficiary" means the individual or entity under the Pension Plan to receive benefits thereunder by reason of the death of a Participant.

1.2 "Board of Directors" means the Board of Directors of the Company.

1.3 "Code" means the Internal Revenue Code of 1986 as amended.

1.4 "Company" means NCR Corporation, a Maryland corporation, and any of its subsidiaries that have adopted a Pension Plan.

1.5 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.6 "Pension Plan" means any of the U.S. tax-qualified defined benefit pension plans sponsored by the Company.

1.7 "Plan" means the NCR Nonqualified Excess Plan as set forth in this document and in any amendments from time to time made hereto.

ARTICLE II

Participation

2.1 A participant in a Pension Plan shall become a Participant in this Plan if he or she terminates employment with the Company on or after January 1, 1994, and either:

(a) his or her benefits under the Pension Plan are limited by application of the limitation on the annual benefit that may be paid from a qualified retirement plan set forth in Section 415 of the Code, or

(b) he or she retires while serving in a position considered by the Company to be equivalent to E-Band or higher, and his or her benefits under the Pension Plan are limited by application of the limit on annual compensation that may be taken into account for qualified retirement plan purposes set forth in Section 401(a)(17) of the Code.

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ARTICLE III

Benefits

3.1 Each Participant (or the Beneficiary of a deceased Participant) shall be entitled to a benefit under this Plan equal to the excess of (i) the benefit to which he or she would be entitled under the Pension Plan (including the portion of the PensionPLUS benefit attributable to years after December 31, 1994, but disregarding the 1985 Minimum Benefit), calculated without regard to the limitations set forth in Section 415 or Section 401(a)(17) of the Code, over (ii) the Participant's actual benefits from the Pension Plan.

ARTICLE IV

Distribution of Benefits

4.1 The benefit to which a Participant is entitled pursuant to Section 3.1 shall be paid at the same time and in the same form as the Participant's benefit under the Pension Plan. The benefit to which a Beneficiary is entitled under this Plan shall be paid at the same time and in the same form as the benefit to which such Beneficiary is entitled under the Pension Plan.

ARTICLE V

Unfunded Nature of the Plan

5.1 This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration of the Plan

6.1 The Plan shall be administered by the Company. The Company shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. The Company shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the
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provisions of the Plan and the facts and circumstances of claims for benefits. Decisions of the Company shall be final and binding on all parties.

6.2 The Company may, from time to time, delegate to any person or persons or organizations any of its rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decisions of the Company, based upon this Plan and the records of the Company, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Board of Directors in its discretion may terminate the Plan at any time, provided, however, that no such action shall adversely affect the right of any Participant (or Beneficiary) to a benefit to which he or she as become entitled pursuant to this Plan.

ARTICLE VIII

Miscellaneous

8.1 This Plan shall be construed in accordance with the laws of the State of Ohio.

8.2 If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provide. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Section 2.1.
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8.4 Expenses of the Plan shall be paid by the Company.

8.5 Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have

against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Company.

8.6 The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single monthly check, in the discretion of the Company.

8.7 The portion of this Plan paying benefits in excess of the limit contained in Section 415 of the Code is intended to qualify for exemption from the Employee Retirement Income Security Act of 1974 ("ERISA") as an unfunded excess benefit plan under Sections 3(36) and 4(b)(5) of ERISA. The portion of this Plan paying benefits without regard to the limitations contained in Section 401(a)(17) of the code is intended to qualify for exemption from Parts II, III and IV of ERISA as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

IN WITNESS WHEREOF, the Company has caused this Plan to be executed this 8th day of April, 1996.

FOR NCR CORPORATION

By: /Richard H. Evans/

Richard H. Evans
Senior Vice President, Global Human Resources

EX-10.2 3 dex102.htm FIRST AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN, EXECUTED DECEMBER 17, 2004

Exhibit 10.2

FIRST AMENDMENT
TO THE NCR NONQUALIFIED EXCESS PLAN

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN (the "Plan") as restated and in effect January 1, 1996 by NCR Corporation ("NCR").

WHEREAS, NCR desires to amend the Plan to freeze accruals for all participants other than those in a "grandfathered group";

WHEREAS, the changes made by this Amendment were approved by the Board of Directors of NCR as of May 17, 2004, and the Senior Vice President, Human Resources was authorized to execute a conforming amendment of the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan, effective September 1, 2004, as follows:

1. Section 2.1 of ARTICLE II is hereby amended by the addition of the following new paragraph:

Notwithstanding the above, effective September 1, 2004, no new Participants will be added to the Plan.

2. Section 3.1 of ARTICLE III is hereby amended by the addition of the following new paragraph:

"Notwithstanding the above, effective August 31, 2004, benefit accruals will cease and no additional benefit will accrue for any Participant in the Plan, with the exception of the following Participants who will continue to accrue benefits:

(a) Participants who (1) were hired prior to September 1, 2004, (2) were age 40 or older as of August 31, 2004, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan; and

(b) Participants who were under age 40 as of August 31, 2004, who (1) were hired prior to May 1, 1985, (2) remained continuously employed by the Company since that date, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 17th day of December, 2004.

FOR NCR CORPORATION

By: /s/ Christine Wallace

Christine Wallace
Senior Vice President, Human Resources

EX-10.14.2 8 dex10142.htm SECOND AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN

Exhibit 10.14.2

SECOND AMENDMENT
TO THE NCR NONQUALIFIED EXCESS PLAN

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN (the "Plan") as restated and in effect January 1, 1996 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1996, and amended by a First Amendment effective September 1, 2004, to admit no new participants in the Plan and cease benefit accruals for all participants other than a grandfathered group; and

WHEREAS, NCR desires to amend the Plan to conform the eligibility requirements for the frozen group of participants to the Company's new job evaluation system that designates positions grades instead of bands effective January 1, 2006;

NOW, THEREFORE, NCR does hereby amend the Plan, effective January 1, 2006, as follows:

1. Section 2.1 Participation of ARTICLE II is hereby amended by the addition of the following new sentence at the end thereof:

Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005, shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company at or after age 55, regardless of band or grade level.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 27th day of February, 2006.

FOR NCR CORPORATION

By: /s/ Christine Wallace
Christine Wallace
Senior Vice President, Human Resources

EX-10.18.3 8 dex10183.htm THIRD AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN EFFECTIVE DECEMBER 31, 2006

Exhibit 10.18.3

THIRD AMENDMENT
TO THE NCR NONQUALIFIED EXCESS PLAN

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN (the "Plan") as restated and in effect January 1, 1996 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1996, and amended by a First Amendment effective September 1, 2004, to admit no new participants in the Plan and cease benefit accruals for all participants other than a grandfathered group, and a Second Amendment effective January 1, 2006; and

WHEREAS, NCR desires to amend the Plan to cease accruals as of December 31, 2006 and to make other technical corrections;

NOW, THEREFORE, NCR does hereby amend the Plan, effective December 31, 2006, as follows:

1. The first paragraph of Section 3.1, as amended by the First Amendment, is hereby amended in its entirety to read as follows:

"3.1 Each Participant (or the Beneficiary of a deceased Participant) shall be entitled to a benefit under this Plan equal to the excess of (i) the benefit to which he or she would be entitled under the Pension Plan (including the portion of the PensionPlus benefit attributable to years after December 31, 1994, but disregarding the 1985 Minimum Benefit), calculated without regard to the limitations set forth in Section 415 or Section 401(a)(17) of the Code for years of service after the later of December 31, 1994 or the date participation in the Plan commences, over (ii) the Participant's actual benefits from the Pension Plan. For purposes of calculating the benefit, any partial month of service shall count as a whole month, and only compensation earned while participating shall be included. Because the Pension Plan benefit ceased to accrue effective December 31, 2006, no additional benefit will accrue under this Plan after December 31, 2006, and the calculation of the benefit under this Plan shall be done as of December 31, 2006. Notwithstanding the foregoing provisions of this paragraph, interest shall continue to be credited to the portion of a Participant's benefit under this Plan that is based on the Participant's PensionPlus benefit under the Pension Plan in the same manner as interest continues to be credited to the Participant's PensionPlus Account under the pension Plan."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 18th day of December, 2006.

FOR NCR CORPORATION

By: /s/ Bridie Fanning
Bridie Fanning
Senior Vice President, Human Resources

EXHIBIT H

FOURTH AMENDMENT
TO THE NCR NONQUALIFIED EXCESS PLAN

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN (the "Plan") as restated and in effect January 1, 1996 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1996, and amended by a First Amendment effective September 1, 2004, to admit no new participants in the Plan and cease benefit accruals for all participants other than a grandfathered group, a Second Amendment effective January 1, 2006, and a Third Amendment effective December 31, 2006; and

WHEREAS, NCR desires to amend the Plan to permit participants who are employees of Teradata Corporation immediately after the spin-off (or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, are transferred to Teradata Corporation at the conclusion of the transition services period) of Teradata Corporation by NCR (the "Spin-Off") to receive credit for their service with Teradata Corporation after the Spin-Off for purposes of determining whether such participants have satisfied the requirement for a benefit under the Plan that they terminate employment from the Company at or after age 55;

NOW, THEREFORE, NCR does hereby amend the Plan, effective as of the effective time of the Spin-Off, as follows:

A new sentence is added at the end of Section 2.1 of the Plan providing as follows:

For the purpose of determining whether a participant who was an employee of the Company or Teradata Corporation immediately prior to the spin-off of Teradata Corporation by the Company (the "Spin-Off") and an employee of Teradata Corporation immediately after the Spin-Off (or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, are transferred to Teradata Corporation at the conclusion of the transition services period), terminates from the Company at or after age 55, as required by the preceding sentence, such participant shall not be deemed to have terminated from the Company until the earlier of the date on which the participant terminates from Teradata Corporation or the date on which Teradata Corporation ceases to be a separate publicly-held corporation, or, if the participant returns to the Company from Teradata Corporation without incurring a break in service, the date on which the participant subsequently terminates from the Company.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 2 day of May, 2007.

FOR NCR CORPORATION

By: Andrea Ledford

Andrea Ledford
Interim Senior Vice President,
Human Resources

EXHIBIT U
FIFTH AMENDMENT
TO THE NCR NONQUALIFIED EXCESS PLAN

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN (the "Plan") as restated and in effect January 1, 1996 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1996, and amended by a First Amendment effective September 1, 2004, to admit no new participants in the Plan and cease benefit accruals for all participants other than a grandfathered group, a Second Amendment effective January 1, 2006, a Third Amendment effective December 31, 2006, and a Fourth Amendment executed May 8, 2007; and.

WHEREAS, NCR desires to amend the Plan (i) to clarify that the provision added by the Fourth Amendment permitting participants who are employees of Teradata Corporation immediately after the spin-off (or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, are transferred to Teradata Corporation at the conclusion of the transition services period) of Teradata Corporation by NCR (the "Spin-Off") to receive credit for their service with Teradata Corporation after the Spin-Off for purposes of determining whether such participants have satisfied the requirement for a benefit under the Plan that they terminate employment from the Company at or after age 55 also applies to participants who are on an approved leave of absence at the time of the Spin-Off and become employees of Teradata Corporation upon return to active employment and (ii) to provide that such service credit shall not be granted for any participant who has received a distribution of his or her PensionPlus Benefit under the NCR Pension Plan;

NOW, THEREFORE, NCR does hereby amend the Plan, effective as of the effective time of the Spin-Off, as follows:

A new sentence is added at the end of Section 2.1 of the Plan providing as follows:

For the purpose of determining whether a participant who was an employee of the Company or Teradata Corporation immediately prior to the spin-off of Teradata Corporation by the Company (the "Spin-Off") and an employee of Teradata Corporation or a subsidiary of Teradata Corporation immediately after the Spin-Off (or who was on an approved leave of absence at the time of the Spin-Off and becomes an employee of Teradata Corporation or a subsidiary of Teradata Corporation upon return to active employment, or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, is transferred to Teradata Corporation or a subsidiary of Teradata Corporation at the conclusion of the transition services period) and who has not received a distribution of his or her PensionPlus Benefit under the NCR Pension Plan, terminates from the Company at or after age 55, as required by the preceding sentence, such participant shall not be deemed to have terminated from the Company until the date

on which the participant terminates from Teradata Corporation and its subsidiaries, or, if the participant returns to the Company from Teradata Corporation or a subsidiary of Teradata Corporation without incurring a break in service, the date on which the participant subsequently terminates from the Company; provided, however, that (i) such participant shall be deemed to have incurred a termination of employment upon the termination of employment with, or performance of services for, Teradata Corporation and its subsidiaries, and (ii) unless otherwise determined by the Company, such a participant employed by, or performing services for, a subsidiary or a division of Teradata Corporation and its subsidiaries shall be deemed to incur a termination of employment if, as a result of a Disaffiliation, such subsidiary or division ceases to be a subsidiary or division, as the case may be, and such employee does not immediately thereafter become an employee of, or service provider for, Teradata Corporation or another subsidiary. For the purposes of this Section 2.1, "Disaffiliation" shall mean a subsidiary's or division's ceasing to be a subsidiary or division of Teradata Corporation for any reason (including, without limitation, as a result of a public offering, or a spin-off or sale by Teradata Corporation, of the stock of the subsidiary or a sale of a division of Teradata Corporation or its subsidiaries).

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 25th day of July, 2007.

FOR NCR CORPORATION

By: A. Ledford
Andrea Ledford
Senior Vice President,
Human Resources



SEC Filings

10-K

NCR CORP filed this Form 10-K on 02/26/2009

Entire Document

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EXHIBIT 10.27.6

NCR

NONQUALIFIED EXCESS PLAN

Amended and Restated Effective December 31, 2008

1

NCR

NONQUALIFIED EXCESS PLAN

(Amended and Restated Effective December 31, 2008

WHEREAS, this Plan was originally adopted effective as of January 1, 1995, and has been amended from time to time; and

WHEREAS, to comply with the final regulations issued under Section 409A of the Code, the Company desires to amend and restate the Plan;

NOW THEREFORE, the Plan is hereby amended and restated in its entirety, as set forth herein, effective as of December 31, 2008.

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Beneficiary" means the individual or entity designated under the Pension Plan to receive benefits thereunder by reason of the death of a Participant.

1.2 "Board of Directors" means the Board of Directors of the Company.

1.3 "Code" means the Internal Revenue Code of 1986, as amended.

1.4 "Company" means NCR Corporation, a Maryland corporation, and any of its subsidiaries that have adopted a Pension Plan.

1.5 "409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company].

1.6 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.7 "Pension Plan" means any of the U.S. tax-qualified defined benefit pension plans sponsored by the Company.

1.8 "Plan" means the NCR Nonqualified Excess Plan as set forth in this document and in any amendments from time to time made hereto.

1.9 "Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the

Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this Section 1.9 shall mean Teradata Corporation, instead of NCR Corporation.

ARTICLE II

Participation

2.1 A participant in a Pension Plan shall become a Participant in this Plan if he or she terminates employment with the Company on or after January 1, 1994, and either:

(a) his or her benefits under the Pension Plan are limited by application of the limitation on the annual benefit that may be paid from a qualified retirement plan set forth in Section 415 of the Code, or

(b) he or she retires while serving in a position considered by the Company to be equivalent to E-Band or higher, and his or her benefits under the Pension Plan are limited by application of the limit on annual compensation that may be taken into account for qualified retirement plan purposes set forth in Section 401(a)(17) of the Code.

Notwithstanding the above, effective September 1, 2004, no new Participants will be added to the Plan.

Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005 shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company at or after age 55, regardless of band or grade level.

For the purpose of determining whether a participant who was an employee of the Company or Teradata Corporation immediately prior to the spin-off of Teradata Corporation by the Company (the "Spin-Off") and an employee of Teradata Corporation or a subsidiary of Teradata Corporation immediately after the Spin-Off (or who was on an approved leave of absence at the time of the Spin-Off and becomes an employee of Teradata Corporation or a subsidiary of Teradata Corporation upon return to active employment, or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, is transferred to Teradata Corporation or a subsidiary of Teradata Corporation at the conclusion of the transition services period) and who has not received a distribution of his or her PensionPlus Benefit under the NCR Pension Plan, terminates from the Company at or after age 55, as required by the preceding sentence, such participant shall not be deemed to have terminated from the Company until the date on which the participant terminates from Teradata Corporation and its subsidiaries, or, if the participant returns to the Company from Teradata Corporation or a subsidiary of Teradata Corporation without incurring a break in service, the date on which the participant subsequently terminates from the Company; provided, however, that (i) such participant shall be deemed to have incurred a termination of employment upon the termination of employment with, or performance of services for, Teradata Corporation and its subsidiaries, and (ii) unless otherwise determined by the Company, such a participant employed by, or performing services for, a subsidiary or division of Teradata Corporation and its subsidiaries shall be deemed to incur a termination of employment if, as a result of a Disaffiliation, such subsidiary or division ceases to be a subsidiary or division, as the case may be, and such employee does not immediately thereafter become an employee of, or service provider for, Teradata Corporation or another subsidiary. For the purposes of this Section 2.1, "Disaffiliation" shall mean a subsidiary's or division's ceasing to be a subsidiary or division of Teradata Corporation for any reason

(including, without limitation, as a result of a public offering, or a spin-off or sale by Teradata Corporation, of the stock of the subsidiary or a sale of a division of Teradata Corporation or its subsidiaries).

ARTICLE III

Benefits

3.1 Each Participant (or the Beneficiary of a deceased Participant) shall be entitled to a benefit under this Plan equal to the excess of (i) the benefit to which he or she would be entitled under the Pension Plan (including the portion of the PensionPlus benefit attributable to years after December 31, 1994, but disregarding the 1985 Minimum Benefit), calculated without regard to the limitations set forth in Section 415 or Section 401(a)(17) of the Code for years of service after the later of December 31, 1994 or the date participation in the Plan commences, over.(ii) the Participant's actual benefits from the Pension Plan. For purposes of calculating the benefit, any partial month of service shall count as a whole month, and only compensation earned while participating shall be included. Because the Pension Plan benefit ceased to accrue effective December 31, 2006, no additional benefit will accrue under this Plan after December 31, 2006, and the calculation of the benefit under this Plan shall be done as of December 31, 2006. Notwithstanding the foregoing provisions of this paragraph, interest shall continue to be credited to the portion of a Participant's benefit under this Plan that is based on the Participant's PensionPlus benefit under the Pension Plan in the same manner as interest continues to be credited to the Participant's PensionPlus Account under the Pension Plan.

Notwithstanding the above, effective August 31, 2004, benefit accruals will cease and no additional benefit will accrue for any Participant in the Plan, with the exception of the following Participants who will continue to accrue benefits:

(a) Participants who (1) were hired prior to September 1, 2004, (2) were age 40 or older as of August 31, 2004, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan; and

(b) Participants who were under age 40 as of August 31, 2004, who (1) were hired prior to May 1, 1985, (2) remained continuously employed by the Company since that date, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan.

ARTICLE IV

Distribution of Benefits

4.1 (a) Grandfathered Participants. Each Participant listed on Exhibit A, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his Beneficiary) shall continue to receive or commence receiving his benefits under Article III at the same time and in the same form as the Participant's (or Beneficiary's) benefit under the Pension Plan. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under

Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

(b) Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(i) Except as otherwise provided in this Article IV, each Covered Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(i), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Covered Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant will attain in 2009). The election described in this Section 4.1(b)(i) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed. Notwithstanding any election by a Covered Participant pursuant to this Section 4.1(b)(i), in the event that the Covered Participant dies prior to the commencement of benefits pursuant to this Section 4.1(b)(i), the Covered Participant's benefits under Article III shall commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's death, or (y) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

(ii) Except as otherwise provided in this Article IV, each Covered Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(ii), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this Section 4.1(b)(ii) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b)(ii) at any time prior to the payment commencement date. Notwithstanding any election by a Participant pursuant to this Section 4.1(b)(ii), in the event that a Covered Participant dies prior to the commencement of benefits pursuant to Section 4.1(b)(i), the Covered Participant shall be deemed to have irrevocably elected to have his benefits under Article III paid in the form of a 50% joint and survivor annuity.

(iii) The elections described in this Section 4.1(b) shall also apply to the Covered Participant's benefits, if any, under the Retirement Plan for Officers of NCR, the NCR Officer Plan, the NCR Mid Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. This Section 4.1(b) is intended to comply with the requirements of Notice 2007-86 and

the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1(b) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE V

Unfunded Nature of the Plan

5.1 This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration of the Plan

6.1 The Plan shall be administered by the Company. The Company shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. The Company shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. Decisions of the Company shall be final and binding on all parties.

6.2 The Company may, from time to time, delegate to any person or persons or organizations any of its rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decisions of the Company, based upon this Plan and the records of the Company, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or Beneficiary) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan.

ARTICLE VIII

Miscellaneous

8.1 This Plan shall be construed in accordance with the laws of the State of Ohio.

8.2 If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Section 2.1.

8.4 Expenses of the Plan shall be paid by the Company.

8.5 Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Company. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.6 The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single bi-weekly check, in the discretion of the Company.

8.7 The portion of this Plan paying benefits in excess of the limit contained in Section 415 of the Code is intended to qualify for exemption from the Employee Retirement Income Security Act of 1974 ("ERISA") as an unfunded excess benefit plan under Sections 3(36) and 4(b)(5) of ERISA. The portion of this Plan paying benefits without regard to the limitations contained in Section 401(a)(17) of the code is intended to qualify for exemption from Parts II, III and IV of ERISA as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.8 This Section 8.8 applies only to Covered Participants described in Section 4.1(b) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Company may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Company may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.9 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Compensation and Human Resource Committee of the Board of Directors, the 409A Committee or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.

NCR CORPORATION

By: /s/ Andrea Ledford

Name: Andrea Ledford

Title: Senior Vice President, Human Resources

EXHIBIT A

GRANDFATHERED PARTICIPANTS

[Names of individual participants omitted]

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FIRST AMENDMENT TO THE

NCR NONQUALIFIED EXCESS PLAN

(As Amended and Restated Effective December 31, 2008)

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN as restated and in effect December 31, 2008 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1995;

WHEREAS, the Plan was amended and restated effective December 31, 2008;

WHEREAS, NCR desires that all retirement plans of NCR be subject to uniform provisions and procedures for plan administration, benefit claims and appeals; and

WHEREAS, this amendment was approved by the NCR Board of Directors at its meeting on October 24, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of October 24, 2012:

1. Section 1.9 is renumbered as Section 1.10 and a new Section 1.9 is added to read in its entirety as follows:

> 1.9 "Plan Administrator" means the Company, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Company with respect to those responsibilities expressly reserved to the Company by the Plan.

2. Article VI of the Plan is hereby amended in its entirety to read as follows:

ARTICLE VI

Administration

6.1 The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

6.2 The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

6.3 The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

6.4 The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

6.5 The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator

shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6.6 The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

6.7 Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

3. Article VII of the Plan is hereby amended by adding the following sentence at the end thereof:

The Board of Directors may delegate its authority to amend the Plan in whole or part.

4. Section 8.1 of the Plan is hereby amended in its entirety to read as follows:

8.1 The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

5. Section 8.5 is amended in its entirety to read as follows:

8.5 Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Administrator. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

6. Section 8.9 is amended to add "the Plan Administrator," following "the 409A Committee,".

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 24th day of October, 2012.

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

SECOND AMENDMENT TO THE

NCR NONQUALIFIED EXCESS PLAN

(As Amended and Restated Effective December 31, 2008, and amended by the First Amendment)

AMENDMENT TO THE NCR NONQUALIFIED EXCESS PLAN as restated and in effect December 31, 2008 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1995;

WHEREAS, the Plan was amended and restated effective December 31, 2008, and amended by the First Amendment effective October 24, 2012;

WHEREAS, NCR desires that the amendment and termination authority of the Plan be revised; and

WHEREAS, this amendment was approved by the NCR Board of Directors at its meeting on January 23, 2013, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of January 23, 2013:

1. Article VII is amended to read in its entirety as follows:

ARTICLE VII
Amendments and Termination

7.1 The Plan shall terminate when all benefits payable under the terms of the Plan have been paid. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this

Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors may delegate its authority to amend the Plan in whole or part.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 23rd day of January, 2013.

FOR NCR CORPORATION

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

NCR
NONQUALIFIED EXCESS PLAN

2013 Restatement

Effective February 25, 2013

NCR
NONQUALIFIED EXCESS PLAN

2013 Restatement

WHEREAS, this Plan was originally adopted effective as of January 1, 1995, and has been amended from time to time; and

WHEREAS, the Plan was last restated to comply with the final regulations issued under Section 409A of the Code, effective as of December 31, 2008; and

WHEREAS, the Plan has been amended from time to time since the last restatement of the Plan; and

WHEREAS, the Compensation and Human Resource Committee of the Board of Directors on February 25, 2013, resolved to terminate the Plan and directed the Senior Vice President and Chief Human Resources Officer of the Company to execute a restatement of the Plan reflecting amendments to the Plan adopted since the last restatement and before the date of termination;

NOW THEREFORE, the Plan is hereby restated as set forth herein, effective as of January 23, 2013.

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Beneficiary" means the individual or entity designated under the Pension Plan to receive benefits thereunder by reason of the death of a Participant.

1.2 "Board of Directors" means the Board of Directors of the Company.

1.3 "Code" means the Internal Revenue Code of 1986, as amended.

1.4 "Company" means NCR Corporation, a Maryland corporation, and any of its subsidiaries that have adopted a Pension Plan.

1.5 "409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

1.6 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.7 "Pension Plan" means any of the U.S. tax-qualified defined benefit pension plans sponsored by the Company.

1.8 "Plan" means the NCR Nonqualified Excess Plan as set forth in this document and in any amendments from time to time made hereto.

1.9 "Plan Administrator" means the Company, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Company with respect to those responsibilities expressly reserved to the Company by the Plan.

1.10 "Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this Section 1.10 shall mean Teradata Corporation, instead of NCR Corporation.

ARTICLE II

Participation

2.1 A participant in a Pension Plan shall become a Participant in this Plan if he or she terminates employment with the Company on or after January 1, 1994, and either:

(a) his or her benefits under the Pension Plan are limited by application of the limitation on the annual benefit that may be paid from a qualified retirement plan set forth in Section 415 of the Code, or

(b) he or she retires while serving in a position considered by the Company to be equivalent to E-Band or higher, and his or her benefits under the Pension Plan are limited by application of the limit on annual compensation that may be taken into account for qualified retirement plan purposes set forth in Section 401(a)(17) of the Code.

Notwithstanding the above, effective September 1, 2004, no new Participants will be added to the Plan.

Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005 shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company at or after age 55, regardless of band or grade level.

For the purpose of determining whether a participant who was an employee of the Company or Teradata Corporation immediately prior to the spin-off of Teradata Corporation by the Company (the "Spin-Off") and an employee of Teradata Corporation or a subsidiary of Teradata Corporation immediately after the Spin-Off (or who was on an approved leave of absence at the time of the Spin-Off and becomes an employee of Teradata Corporation or a subsidiary of Teradata Corporation upon return to active employment, or, pursuant to the terms of a Transition Services Agreement between NCR and Teradata Corporation, is transferred to Teradata Corporation or a subsidiary of Teradata Corporation at the conclusion of the transition services period) and who has not received a distribution of his or her

PensionPlus Benefit under the NCR Pension Plan, terminates from the Company at or after age 55, as required by the preceding sentence, such participant shall not be deemed to have terminated from the Company until the date on which the participant terminates from Teradata Corporation and its subsidiaries, or, if the participant returns to the Company from Teradata Corporation or a subsidiary of Teradata Corporation without incurring a break in service, the date on which the participant subsequently terminates from the Company; provided, however, that (i) such participant shall be deemed to have incurred a termination of employment upon the termination of employment with, or performance of services for, Teradata Corporation and its subsidiaries, and (ii) unless otherwise determined by the Company, such a participant employed by, or performing services for, a subsidiary or division of Teradata Corporation and its subsidiaries shall be deemed to incur a termination of employment if, as a result of a Disaffiliation, such subsidiary or division ceases to be a subsidiary or division, as the case may be, and such employee does not immediately thereafter become an employee of, or service provider for, Teradata Corporation or another subsidiary. For the purposes of this Section 2.1, "Disaffiliation" shall mean a subsidiary's or division's ceasing to be a subsidiary or division of Teradata Corporation for any reason (including, without limitation, as a result of a public offering, or a spin-off or sale by Teradata Corporation, of the stock of the subsidiary or a sale of a division of Teradata Corporation or its subsidiaries).

ARTICLE III

Benefits

3.1 Each Participant (or the Beneficiary of a deceased Participant) shall be entitled to a benefit under this Plan equal to the excess of (i) the benefit to which he or she would be entitled under the Pension Plan (including the portion of the PensionPlus benefit attributable to years after December 31, 1994, but disregarding the 1985 Minimum Benefit), calculated without regard to the limitations set forth in Section 415 or Section 401(a)(17) of the Code for years of service after the later of December 31, 1994 or the date participation in the Plan commences, over (ii) the Participant's actual benefits from the Pension Plan. For purposes of calculating the benefit, any partial month of service shall count as a whole month, and only compensation earned while participating shall be included. Because the Pension Plan benefit ceased to accrue effective December 31, 2006, no additional benefit will accrue under this Plan after December 31, 2006, and the calculation of the benefit under this Plan shall be done as of December 31, 2006. Notwithstanding the foregoing provisions of this paragraph, interest shall continue to be credited to the portion of a Participant's benefit under this Plan that is based on the Participant's PensionPlus benefit under the Pension Plan in the same manner as interest continues to be credited to the Participant's PensionPlus Account under the Pension Plan.

Notwithstanding the above, effective August 31, 2004, benefit accruals will cease and no additional benefit will accrue for any Participant in the Plan, with the exception of the following Participants who will continue to accrue benefits:

(a) Participants who (1) were hired prior to September 1, 2004, (2) were age 40 or older as of August 31, 2004, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan; and

(b) Participants who were under age 40 as of August 31, 2004, who (1) were hired prior to May 1, 1985, (2) remained continuously employed by the Company since that date, and (3) did not make an election to cease accruals in the NCR Pension Plan and receive an enhanced company matching contribution in the NCR Savings Plan.

ARTICLE IV

Distribution of Benefits

4.1 (a) Grandfathered Participants. Each Participant listed on Exhibit A, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his Beneficiary) shall continue to receive or commence receiving his benefits under Article III at the same time and in the same form as the Participant's (or Beneficiary's) benefit under the Pension Plan. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

(b) Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(i) Except as otherwise provided in this Article IV, each Covered Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(i), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Covered Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant will attain in 2009). The election described in this Section 4.1(b)(i) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed. Notwithstanding any election by a Covered Participant pursuant to this Section 4.1(b)(i), in the event that the Covered Participant dies prior to the commencement of benefits pursuant to this Section 4.1(b)(i), the Covered Participant's benefits under Article III shall commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's death, or (y) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

(ii) Except as otherwise provided in this Article IV, each Covered Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(ii), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election

described in this Section 4.1(b)(ii) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b)(ii) at any time prior to the payment commencement date. Notwithstanding any election by a Participant pursuant to this Section 4.1(b)(ii), in the event that a Covered Participant dies prior to the commencement of benefits pursuant to Section 4.1(b)(i), the Covered Participant shall be deemed to have irrevocably elected to have his benefits under Article III paid in the form of a 50% joint and survivor annuity.

(iii) The elections described in this Section 4.1(b) shall also apply to the Covered Participant's benefits, if any, under the Retirement Plan for Officers of NCR, the NCR Officer Plan, the NCR Mid-Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. This Section 4.1(b) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1(b) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE V

Unfunded Nature of the Plan

5.1 This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration

6.1 The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

6.2 The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

6.3 The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder; including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

6.4 The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

6.5 The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6.6 The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based;

specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

6.7 Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

ARTICLE VII

Amendments and Termination

7.1 The Plan shall terminate when all benefits payable under the terms of the Plan have been paid. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors may delegate its authority to amend the Plan in whole or part.

ARTICLE VIII

Miscellaneous

8.1 This Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

8.2 If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Section 2.1.

8.4 Expenses of the Plan shall be paid by the Company.

8.5 Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Administrator. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.6 The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single bi-weekly check, in the discretion of the Company.

8.7 The portion of this Plan paying benefits in excess of the limit contained in Section 415 of the Code is intended to qualify for exemption from the Employee Retirement Income Security Act of 1974 ("ERISA") as an unfunded excess benefit plan under Sections 3(36) and 4(b)(5) of ERISA. The portion of this Plan paying benefits without regard to the limitations contained in Section 401(a)(17) of the code is intended to qualify for exemption from Parts II, III and IV of ERISA as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.8 This Section 8.8 applies only to Covered Participants described in Section 4.1(b) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Company may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Company may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.9 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Compensation and Human Resource Committee of the Board of Directors, the 409A Committee, the Plan Administrator, or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this 2013 Restatement of the Plan to be executed effective as of the 23rd day of January, 2013.

FOR NCR CORPORATION

By: A Ledford

Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

Date: 3.19.13

EXHIBIT E

NCR Mid-Career Hire Supplemental Pension Plan

Exhibit 10.2

NCR

MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

Restated Effective January 1, 1997

<PAGE>

PREAMBLE

NCR Corporation (the "Company") adopted this NCR Mid-Career Hire Supplemental Pension Plan (the "Plan") effective as of January 1, 1995, to assist in attracting and retaining highly qualified candidates to fill key positions, by providing a pension supplement to make up for loss of pension due to employment change in mid-career.

The Company hereby amends and restates the Plan as set forth in the following pages, effective January 1, 1997.

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NCR
MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Board of Directors" means the Board of Directors of the Company.

1.2 "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Company" means NCR Corporation, a Maryland corporation, and its subsidiaries.

1.4 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.5 "Plan" means the NCR Mid-Career Hire Supplemental Pension Plan as set forth in this document, and in any amendments from time to time made hereto.

1.6 "Pension Plan" means the NCR Pension Plan.

ARTICLE II

Eligibility and Participation

2.1 Eligibility. An individual is eligible to participate in the Plan if he or she is hired by the Company for the first time on or after January 1, 1994 in a full-time position, at age 35 or older, in a D-Band or higher position. An individual will also be eligible for the Plan if he or she transferred to the Company, from AT&T Corp. prior to January 1, 1997 and was a participant in the AT&T Mid-Career Pension Plan at the time of transfer.

Certain individuals hired prior to January 1, 1994, who are listed in Appendix A, are also eligible to participate in the Plan.

In addition to the above, individuals may be designated as participants in the Plan by signature of the Chief Executive Officer or the Senior Vice President, Global Human Resources on an amended Appendix B to this Plan.

2.2 Participation. An individual will become a Participant eligible to receive a benefit from this Plan if he or she retires or terminates employment with the Company

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while serving in an E-Band or higher position, and his or her service for NCR in that capacity equals or exceeds five years. For individuals who transferred to

NCR from AT&T Corp. on or after September 13, 1991 and before January 1, 1997, service with AT&T Corp. prior to such transfer will count as service with NCR for this purpose.

2.3 Forfeiture of Benefits. All benefits to which a Participant would otherwise be eligible shall be forfeited if the Participant, without the consent of NCR, while employed by NCR or after termination of such employment, the Participant becomes associated with, employed by or renders services to, or owns an interest in (other than as a shareholder with a nonsubstantial interest in such business) that is in competition with NCR.

All benefits to which a Participant would otherwise be eligible shall also be forfeited if a Participant is terminated by NCR for cause, or is determined by the Board to have engaged in misconduct in connection with the Participant's employment with NCR.

ARTICLE III

Benefits

3.1 Benefit. Each Participant shall be entitled to a benefit under this Plan expressed as a single life annuity with a monthly payment equal to 1/12th of the Participant's number of Pension Credit Years multiplied by 1% of the Participant's Modified Average Pay.

3.2 Pension Credit Years. A Participant shall accrue a "Pension Credit Year" for each 12-month period of full-time employment with the Company, up to a maximum which equals the number of years between the Participant's age 30 and the Participant's age when hired by the Company.

3.3 Modified Average Pay. "Modified Average Pay" means a Participant's Modified Average Pay determined for purposes of the Participant's benefit under the Pension Plan.

3.4 Death Benefits. If an individual eligible for benefits from this Plan dies before retirement, but after becoming eligible to receive a benefit from this Plan, a death benefit will be paid to the individual's spouse (if any), if the spouse is living at the time the death benefit is to commence. The benefit shall equal the survivor benefit that would have been payable to the spouse from the Plan if the Participant had retired on the day before the date of death and selected a 50% joint and survivor annuity. The death benefit shall commence as of the later of the date of the Participant's death or the date the Participant would have attained age 55, and shall be paid as a monthly annuity for the life of the spouse.
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3.5 Transfer to AT&T. If an individual eligible to participate in this Plan transferred employment directly to AT&T Corp. prior to January 1, 1997, he or she will accrue no additional Pension Credit Years after the date of such transfer, but his or her service with AT&T Corp. prior to January 1, 1997 will be counted to determine whether the individual has five years of service in an E-Band or higher position for purposes of eligibility for a benefit from this Plan.

ARTICLE IV

Distribution of Benefits

4.1 Form of Distribution. The benefit to which a Participant is entitled pursuant to Section 3.1 shall be paid at the same time and in the same form as the Participant's benefit under the Pension Plan.

4.2 Commencement of Benefits. A Participant's benefit from this Plan shall commence on the same day as the Participant's benefits from the Pension Plan commence.

4.3 Reemployment. If a Participant commences receiving benefits under this Plan and is subsequently reemployed on a full-time basis by the Company, payments from this Plan shall be permanently suspended during the period of reemployment. If such a Participant is reemployed by the Company, he or she will resume participation in this Plan.

ARTICLE V

Unfunded Nature of the Plan

5.1 Unfunded Plan. This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.
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ARTICLE VI

Administration of the Plan

6.1 Plan Administrator. The Plan shall be administered by the Company. The Company shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. The Company shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. Decisions of the Company shall be final and binding on all parties.

6.2 Delegation of Administrative Duties. The Company may, from time to time, delegate to any person or persons or organizations any of its rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 Determination of Eligibility. In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decisions of the Company, based upon this Plan and the records of the Company, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 Termination. This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Board of Directors in its discretion may terminate the Plan at any time, provided, however, that no such action shall adversely affect the right of any Participant (or Beneficiary) to a benefit to which he or she as become entitled pursuant to this Plan.

7.2 Amendment. The Company may amend the Plan, provided that no such action shall adversely affect the right of any Participant (or Beneficiary) to a benefit to which he or she has become entitled pursuant to this Plan.
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ARTICLE VIII

Miscellaneous

8.1 Governing Law. This Plan shall be construed in accordance with the laws of the State of Ohio.

8.2 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 No Additional Rights. Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Sections 2.1 and 2.2.

8.4 Expenses. Expenses of the Plan shall be paid by the Company.

8.5 Facility of Payment. Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Company.

8.6 Single Monthly Payment. The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single monthly check, in the discretion of the Company.

8.7 Exemption From ERISA. This Plan is intended to qualify for exemption from Parts II, III and IV of the Employee Retirement Income Security Act of 1974 ("ERISA") as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.
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IN WITNESS WHEREOF, the Company has caused this Plan to be executed on this ____ day of _____, 1996.

NCR CORPORATION

By: /Richard H. Evans/

Richard H. Evans
Senior Vice President, Global Human Resources

EXHIBIT 10.15.2

First

~~THIRD~~ AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN**

AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN** (the "Plan")

as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997; and

WHEREAS, NCR desires to amend the Plan to admit no new participants to thePlan;

NOW, THEREFORE, NCR does hereby amend the Plan, effective June 1, 2002, asfollows:

1. Section 2.1 of ARTICLE II is hereby amended by the addition of thefollowing new paragraph:

Notwithstanding the above, effective June 1, 2002, no new participants willbe admitted to the Plan.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to beexecuted this 31st day of July, 2002.

FOR NCR CORPORATION

By: |s|Wilbert Buiter

Wilbert Buiter

Senior Vice President, Human Resources

Exhibit 10.13.3

SECOND AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN**

AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN** (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997, and amended by a First Amendment (incorrectly identified in its heading as the "Third Amendment") that closed the Plan to new participants as of June 1, 2002; and

WHEREAS, NCR desires to amend the Plan to conform the eligibility requirements for the frozen group of participants to the Company's new job evaluation system that designates positions grades instead of bands effective January 1, 2006;

NOW, THEREFORE, NCR does hereby amend the Plan, effective January 1, 2006, as follows:

1. Section 2.2 Participation of ARTICLE II is hereby amended by the addition of the following new sentence at the end thereof:

Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005, shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be

entitled to a benefit from this Plan if they terminate from the Company at or after age 55, with five or more years of service, regardless of band or grade level.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 27 th day of February, 2006.

FOR NCR CORPORATION

By: |s|Christine Wallace

Christine Wallace

Senior Vice President, Human Resources

Exhibit 10.17.3

THIRD AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL**

PENSION PLAN

AMENDMENT TO THE **NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN** (the "Plan") as restated and in effect January 1, 1997 by NCR Corporation ("NCR").

WHEREAS, the Plan was amended and restated effective January 1, 1997, and amended by a First Amendment (incorrectly identified in its heading as the "Third Amendment") that closed the Plan to new participants as of June 1, 2002 and a Second Amendment effective January 1, 2006; and

WHEREAS, NCR desires to amend the Plan to cease accruals as of December 31, 2006 and to make other technical corrections;

NOW, THEREFORE, NCR does hereby amend the Plan, effective December 31, 2006, as follows:

1. The new sentence at the end of Section 2.2 Participation of ARTICLE II that was added by the Second Amendment contained a clerical error, and is hereby replaced by the following, as of the original effective date of the Second Amendment, January 1, 2006:

"Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005, shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company with five or more years of service, regardless of band or grade level."

2. Section 3.1 Benefit is hereby amended in its entirety to read as follows:

"Each Participant shall be entitled to a benefit under this Plan expressed as a single life annuity with a monthly payment equal to 1/12th of the Participant's number of Pension Credit Years multiplied by 1% of the Participant's Modified Average Pay. The benefit shall be reduced for early retirement using the early retirement tables in the NCR Pension Plan. Effective December 31, 2006, no additional benefits shall accrue under the Plan and the calculation of benefits accrued as of December 31, 2006 shall be based on service and compensation as of such date."

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 18th day of December, 2006.

FOR NCR CORPORATION

By: /s/Bridie Fanning
Bridie Fanning
Senior Vice President, Human Resources



SEC Filings

10-K

NCR CORP filed this Form 10-K on 02/26/2009

Entire Document

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EXHIBIT 10.26.4

NCR

MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

Amended and Restated Effective December 31, 2008

WHEREAS, this Plan was originally adopted effective as of January 1, 1995, and has been amended from time to time; and

WHEREAS, to comply with final regulations issued under Section 409A of the Code, the Company desires to amend and restate the Plan;

NOW THEREFORE, the Plan is hereby amended and restated in its entirety, as set forth herein, effective as of December 31, 2008.

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Board of Directors" means the Board of Directors of the Company.

1.2 "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Company" means NCR Corporation, a Maryland corporation, and its subsidiaries.

1.4 "409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

1.5 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.6 "Plan" means the NCR Mid-Career Hire Supplemental Pension Plan as set forth in this document, and in any

amendments from time to time made hereto.

1.7 "Pension Plan" means the NCR Pension Plan.

1.8 "Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the

term "Company" as used in this Section 1.8 shall mean Teradata Corporation, instead of NCR Corporation.

ARTICLE II

Eligibility and Participation

2.1 Eligibility. An individual is eligible to participate in the Plan if he or she is hired by the Company for the first time on or after January 1, 1994 in a full-time position, at age 35 or older, in a D-Band or higher position. An individual will also be eligible for the Plan if he or she transferred to the Company, from AT&T Corp. prior to January 1, 1997 and was a participant in the AT&T Mid-Career Pension Plan at the time of transfer.

Certain individuals hired prior to January 1, 1994, who are listed in Appendix A, are also eligible to participate in the Plan.

In addition to the above, individuals may be designated as participants in the Plan by signature of the Chief Executive Officer or the Senior Vice President, Global Human Resources on an amended Appendix B to this Plan.

Notwithstanding the above, effective June 1, 2002, no new participants will be admitted to the Plan.

2.2 Participation. An individual will become a Participant eligible to receive a benefit from this Plan if he or she retires or terminates employment with the Company while serving in an E-Band or higher position, and his or her service for NCR in that capacity equals or exceeds five years. For individuals who transferred to NCR from AT&T Corp. on or after September 13, 1991 and before January 1, 1997, service with AT&T Corp. prior to such transfer will count as service with NCR for this purpose. Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005, shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company with five or more years of service, regardless of band or grade level.

2.3 Forfeiture of Benefits. All benefits to which a Participant would otherwise be eligible shall be forfeited if the Participant, without the consent of NCR, while employed by NCR or after termination of such employment, the Participant becomes associated with, employed by or renders services to, or owns an interest in (other than as a shareholder with a nonsubstantial interest in such business) that is in competition with NCR.

All benefits to which a Participant would otherwise be eligible shall also be forfeited if a Participant is terminated by NCR for cause, or is determined by the Board to have engaged in misconduct in connection with the Participant's employment with NCR.

ARTICLE III

Benefits

3.1 Benefit. Each Participant shall be entitled to a benefit under this Plan expressed as a single life annuity with a monthly payment equal to 1/12th of the Participant's number of Pension Credit Years

multiplied by 1% of the Participant's Modified Average Pay. The benefit shall be reduced for early retirement using the early retirement tables in the NCR Pension Plan. Effective December 31, 2006, no additional benefits shall accrue under the Plan and the calculation of benefits accrued as of December 31, 2006 shall be based on service and compensation as of such date.

3.2 Pension Credit Years. A Participant shall accrue a "Pension Credit Year" for each 12-month period of full-time employment with the Company, up to a maximum which equals the number of years between the Participant's age 30 and the Participant's age when hired by the Company.

3.3 Modified Average Pay. "Modified Average Pay" means a Participant's Modified Average Pay determined for purposes of the Participant's benefit under the Pension Plan.

3.4 Death Benefits. Notwithstanding any election by a Participant pursuant to Section 4.1(b), if an individual eligible for benefits from this Plan dies before (1) retirement, if the Participant is a Grandfathered Participant, or (2) commencement of benefits pursuant to Section 4.1(b)(i), if the Participant is a Covered Participant, but after becoming eligible to receive a benefit from this Plan, a death benefit will be paid to the individual's spouse (if any), if the spouse is living at the time the death benefit is to commence. The benefit shall equal the survivor benefit that would have been payable to the spouse from the Plan if the Participant had retired on the day before the date of death and selected a 50% joint and survivor annuity. The death benefit shall be paid in equal bi-weekly installments for the life of the spouse commencing (1) for a Grandfathered Participant, as of the later of (a) the Grandfathered Participant's death, or (b) the date the Grandfathered Participant would have attained age 55, and (2) for a Covered Participant, as of the later of (x) the first business day of the seventh month immediately following the Covered Participant's death, or (y) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

3.5 Transfer to AT&T. If an individual eligible to participate in this Plan transferred employment directly to AT&T Corp. prior to January 1, 1997, he or she will accrue no additional Pension Credit Years after the date of such transfer, but his or her service with AT&T Corp. prior to January 1, 1997 will be counted to determine whether the individual has five years of service in an E-Band or higher position for purposes of eligibility for a benefit from this Plan.

ARTICLE IV

Distribution of Benefits

4.1 (a) Grandfathered Participants. Each Participant listed on Exhibit A, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his spouse) shall continue to receive or commence receiving his benefits under Article III at the same time and in the same form as the Participant's (or spouse's) benefit under the Pension Plan. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

(b) Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such

date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(i) Except as otherwise provided in Section 3.4 or this Article IV, each Covered Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following the attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(i), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Covered Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant will attain in 2009). The election described in this Section 4.1(b)(i) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(ii) Except as otherwise provided in Section 3.4 or this Article IV, each Covered Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(ii), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this Section 4.1(b)(ii) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b)(ii) at any time prior to the payment commencement date.

(iii) The elections described in this Section 4.1(b) shall also apply to the Covered Participant's benefits, if any, under the Retirement Plan for Officers of NCR, the NCR Officer Plan, the NCR Supplemental Pension Plan for AT&T Transfers, and the NCR Nonqualified Excess Plan. This Section 4.1(b) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1(b) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the

amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE V

Unfunded Nature of the Plan

5.1 Unfunded Plan. This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration of the Plan

6.1 Plan Administrator. The Plan shall be administered by the Company. The Company shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. The Company shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. Decisions of the Company shall be final and binding on all parties.

6.2 Delegation of Administrative Duties. The Company may, from time to time, delegate to any person or persons or organizations any of its rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 Determination of Eligibility. In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decisions of the Company, based upon this Plan and the records of the Company, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment

may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Covered Participant described in Section 4.1(a) of the Plan.

ARTICLE VIII

Miscellaneous

8.1 Governing Law. This Plan shall be construed in accordance with the laws of the State of Ohio.

8.2 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 No Additional Rights. Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Sections 2.1 and 2.2.

8.4 Expenses. Expenses of the Plan shall be paid by the Company.

8.5 Facility of Payment. Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Company. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.6 Single Bi-Weekly Payment. The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single bi-weekly check, in the discretion of the Company.

8.7 Exemption From ERISA. This Plan is intended to qualify for exemption from Parts II, III and IV of the Employee Retirement Income Security Act of 1974 ("ERISA") as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.8 This Section 8.8 applies only to Covered Participants described in Section 4.1(b) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Company may, in its sole discretion, accelerate the time or schedule of a payment under the

Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Company may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.9 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Compensation and Human Resource Committee of the Board of Directors, the 409A Committee or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.

NCR CORPORATION

By: /s/ Andrea Ledford

Name: Andrea Ledford

Title: Senior Vice President, Human Resources

EXHIBIT A

GRANDFATHERED PARTICIPANTS

[Names of individual participants omitted]

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FIRST AMENDMENT TO THE

NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

(As Amended and Restated Effective December 31, 2008)

AMENDMENT TO THE NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN as restated and in effect December 31, 2008 (the "Plan"), by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1995;

WHEREAS, the Plan was amended and restated effective December 31, 2008;

WHEREAS, NCR desires that all retirement plans of NCR be subject to uniform provisions and procedures for plan administration, benefit claims and appeals; and

WHEREAS, this amendment was approved by the NCR Board of Directors at its meeting on October 24, 2012, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of October 24, 2012:

1. Section 1.8 is renumbered as Section 1.9 and a new Section 1.8 is added to read in its entirety as follows:

> 1.8 "Plan Administrator" means the Company, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Company with respect to those responsibilities expressly reserved to the Company by the Plan.

2. Article VI of the Plan is hereby amended in its entirety to read as follows:

ARTICLE VI

Administration

6.1 The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

6.2 The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

6.3 The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

6.4 The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

6.5 The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator

shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6.6 The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

6.7 Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

3. Article VII of the Plan is hereby amended by adding the following sentence at the end thereof:

The Board of Directors may delegate its authority to amend the Plan in whole or part.

4. Section 8.1 of the Plan is hereby amended in its entirety to read as follows:

8.1 Governing Law. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

5. Section 8.5 is amended in its entirety to read as follows:

8.5 Facility of Payment. Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Administrator. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

6. Section 8.9 is amended to add "the Plan Administrator," following "the 409A Committee,".

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 24th day of October, 2012.

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

SECOND AMENDMENT TO THE

NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

(As Amended and Restated Effective December 31, 2008, and amended by the First Amendment)

AMENDMENT TO THE NCR MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN as restated and in effect December 31, 2008 (the "Plan"), and amended by the First Amendment, by NCR Corporation ("NCR").

WHEREAS, NCR established the Plan effective January 1, 1995;

WHEREAS, the Plan was amended and restated effective December 31, 2008, and amended by the First Amendment effective October 24, 2012;

WHEREAS, NCR desires that the amendment and termination authority of the Plan be revised; and

WHEREAS, this amendment was approved by the NCR Board of Directors at its meeting on January 23, 2013, and the Senior Vice President and Chief Human Resources Officer was authorized to execute a conforming amendment to the Plan;

NOW, THEREFORE, NCR does hereby amend the Plan as follows, effective as of January 23, 2013:

1. Article VII is amended to read in its entirety as follows:

ARTICLE VII
Amendments and Termination

7.1 The Plan shall terminate when all benefits payable under the terms of the Plan have been paid. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any

Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors may delegate its authority to amend the Plan in whole or part.

IN WITNESS WHEREOF, NCR has caused this amendment to the Plan to be executed this 23rd day of January, 2013.

FOR NCR CORPORATION

By:_____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

NCR
MID-CAREER HIRE SUPPLEMENTAL PENSION PLAN

2013 Restatement

WHEREAS, this Plan was originally adopted effective as of January 1, 1995, and has been amended from time to time; and

WHEREAS, the Plan was last restated to comply with the final regulations issued under Section 409A of the Code, effective as of December 31, 2008; and

WHEREAS, the Plan has been amended from time to time since the last restatement of the Plan; and

WHEREAS, the Compensation and Human Resource Committee of the Board of Directors on February 25, 2013, resolved to terminate the Plan and directed the Senior Vice President and Chief Human Resources Officer of the Company to execute a restatement of the Plan reflecting amendments to the Plan adopted since the last restatement and before the date of termination;

NOW THEREFORE, the Plan is hereby restated as set forth herein, effective as of January 23, 2013.

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 "Board of Directors" means the Board of Directors of the Company.

1.2 "Code" means the Internal Revenue Code of 1986, as amended.

1.3 "Company" means NCR Corporation, a Maryland corporation, and its subsidiaries.

1.4 "409A Committee" means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

1.5 "Participant" means each individual who participates in the Plan in accordance with Article II.

1.6 "Plan" means the NCR Mid-Career Hire Supplemental Pension Plan as set forth in this document, and in any amendments from time to time made hereto.

1.7 "Pension Plan" means the NCR Pension Plan.

1.8 " Plan Administrator" means the Company, except that if the Company has delegated its authority as Plan Administrator of the NCR Pension Plan (the "Pension Plan") to any individual or entity pursuant to section 8.3 of the Pension Plan, then the Plan Administrator for the Plan shall be the individual or entity that is the "Plan Administrator" of the Pension Plan. The Plan Administrator is the Company with respect to those responsibilities expressly reserved to the Company by the Plan.

1.9 "Separation from Service" means a termination of employment with the Company and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this Section 1.9 shall mean Teradata Corporation, instead of NCR Corporation.

ARTICLE II

Eligibility and Participation

2.1 Eligibility. An individual is eligible to participate in the Plan if he or she is hired by the Company for the first time on or after January 1, 1994 in a full-time position, at age 35 or older, in a D-Band or higher position. An individual will also be eligible for the Plan if he or she transferred to the Company, from AT&T Corp. prior to January 1, 1997 and was a participant in the AT&T Mid-Career Pension Plan at the time of transfer.

Certain individuals hired prior to January 1, 1994, who are listed in Appendix A, are also eligible to participate in the Plan.

In addition to the above, individuals may be designated as participants in the Plan by signature of the Chief Executive Officer or the Senior Vice President, Global Human Resources on an amended Appendix B to this Plan.

Notwithstanding the above, effective June 1, 2002, no new participants will be admitted to the Plan.

2.2 Participation. An individual will become a Participant eligible to receive a benefit from this Plan if he or she retires or terminates employment with the Company while serving in an E-Band or higher position, and his or her service for NCR in that capacity equals or exceeds five years. For individuals who transferred to NCR from AT&T Corp. on or after September 13, 1991 and before January 1, 1997, service with AT&T Corp. prior to such transfer will count as service with NCR for this purpose. Notwithstanding the above, effective January 1, 2006, individuals who are eligible to participate in the Plan on December 31, 2005, shall continue to be eligible to participate in the Plan, regardless of any subsequent changes in their band or grade level, and shall be entitled to a benefit from this Plan if they terminate from the Company with five or more years of service, regardless of band or grade level.

2.3 Forfeiture of Benefits. All benefits to which a Participant would otherwise be eligible shall be forfeited if the Participant, without the consent of NCR, while employed by NCR or after termination of such employment, the Participant becomes associated with, employed by or renders services to, or owns an interest in (other than as a shareholder with a nonsubstantial interest in such business) that is in competition with NCR.

All benefits to which a Participant would otherwise be eligible shall also be forfeited if a Participant is terminated by NCR for cause, or is determined by the Board to have engaged in misconduct in connection with the Participant's employment with NCR.

ARTICLE III

Benefits

3.1 Benefit. Each Participant shall be entitled to a benefit under this Plan expressed as a single life annuity with a monthly payment equal to 1/12th of the Participant's number of Pension Credit Years multiplied by 1% of the Participant's Modified Average Pay. The benefit shall be reduced for early retirement using the early retirement tables in the NCR Pension Plan. Effective December 31, 2006, no additional benefits shall accrue under the Plan and the calculation of benefits accrued as of December 31, 2006 shall be based on service and compensation as of such date.

3.2 Pension Credit Years. A Participant shall accrue a "Pension Credit Year" for each 12-month period of full-time employment with the Company, up to a maximum which equals the number of years between the Participant's age 30 and the Participant's age when hired by the Company.

3.3 Modified Average Pay. "Modified Average Pay" means a Participant's Modified Average Pay determined for purposes of the Participant's benefit under the Pension Plan.

3.4 Death Benefits. Notwithstanding any election by a Participant pursuant to Section 4.1(b), if an individual eligible for benefits from this Plan dies before (1) retirement, if the Participant is a Grandfathered Participant, or (2) commencement of benefits pursuant to Section 4.1(b)(i), if the Participant is a Covered Participant, but after becoming eligible to receive a benefit from this Plan, a death benefit will be paid to the individual's spouse (if any), if the spouse is living at the time the death benefit is to commence. The benefit shall equal the survivor benefit that would have been payable to the spouse from the Plan if the Participant had retired on the day before the date of death and selected a 50% joint and survivor annuity. The death benefit shall be paid in equal bi-weekly installments for the life of the spouse commencing (1) for a Grandfathered Participant, as of the later of (a) the Grandfathered Participant's death, or (b) the date the Grandfathered Participant would have attained age 55, and (2) for a Covered Participant, as of the later of (x) the first business day of the seventh month immediately following the Covered Participant's death, or (y) the first business day of the month immediately following the date that the Covered Participant would have attained age 55.

3.5 Transfer to AT&T. If an individual eligible to participate in this Plan transferred employment directly to AT&T Corp. prior to January 1, 1997, he or she will accrue no additional Pension Credit Years after the date of such transfer, but his or her service with AT&T Corp. prior to January 1, 1997 will be counted to determine whether the individual has five years of service in an E-Band or higher position for purposes of eligibility for a benefit from this Plan.

ARTICLE IV

Distribution of Benefits

4.1 (a) Grandfathered Participants. Each Participant listed on Exhibit A, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of,

and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his spouse) shall continue to receive or commence receiving his benefits under Article III at the same time and in the same form as the Participant's (or spouse's) benefit under the Pension Plan. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

(b) Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(i) Except as otherwise provided in Section 3.4 or this Article IV, each Covered Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following the attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(i), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Covered Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant will attain in 2009). The election described in this Section 4.1(b)(i) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(ii) Except as otherwise provided in Section 3.4 or this Article IV, each Covered Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(ii), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this Section 4.1(b)(ii) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b)(ii) at any time prior to the payment commencement date.

(iii) The elections described in this Section 4.1(b) shall also apply to the Covered Participant's benefits, if any, under the Retirement Plan for Officers of NCR, the NCR Officer Plan, the NCR Supplemental Pension Plan for AT&T Transfers, and the NCR Nonqualified Excess Plan. This Section 4.1(b) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1(b) shall not apply to the extent that it

would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE V

Unfunded Nature of the Plan

5.1 Unfunded Plan. This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration

6.1 The Plan shall be administered by the Plan Administrator or its delegate. All determinations, interpretations and actions by the Plan Administrator under the Plan or with respect to any benefits thereunder shall be made subject to the sole discretionary authority of the Plan Administrator.

6.2 The Plan Administrator shall exercise such authority and responsibility as it deems appropriate in order to comply with ERISA and governmental regulations issued thereunder (to the extent applicable to the Plan) relating to records of a Participant's service, accrued benefits and the percentage of such benefits which are nonforfeitable under the Plan.

6.3 The Plan Administrator shall have such duties and powers as may be necessary to discharge its duties hereunder; including; but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator determines to be appropriate, information explaining the Plan;

(d) to receive from the Company and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Company, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to receive and review the periodic valuation of the Plan made by the actuary; and

(g) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, and of the receipts and disbursements of a trustee (if any).

6.4 The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility to receive a benefit under the Plan.

6.5 The Plan Administrator may adopt such rules and actuarial tables as it deems necessary, desirable, or appropriate. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant, beneficiary, the Company, the legal counsel of the Company, or an actuary.

6.6 The Plan Administrator shall make all determinations as to the right of any person to a benefit. Any denial of a claim for benefits under the Plan by a Participant or beneficiary shall be stated in writing and delivered or mailed to the Participant or beneficiary. Such notice shall set forth the specific reasons for the denial; the specific references to the pertinent Plan provisions on which the denial is based; specific references to any additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review procedure. The notice shall be written to the best of the ability of the person(s) making the determination on the claim, in a manner that may be understood without legal or actuarial counsel.

(a) Any Participant or beneficiary whose claim for benefits has been denied may request a review of the decision by the Plan Administrator. A request for a review must be in writing and must be made within 60 days after the claimant receives the written notice of denial.

(b) At the time that he requests the review, the claimant may submit issues and comments relevant to the claim in writing and may request to review pertinent documents. The Plan Administrator shall render a written decision on its review of the denial promptly, but not later than 60 days after the receipt of the claimant's request for review, unless special circumstances require an extension of time, in which case a decision shall be rendered not later than 120 days after the receipt of the request. The decision of the Plan Administrator shall set forth the reasons for the decision, stated in a manner calculated to be understood by the claimant, and shall include specific references to the pertinent Plan

provisions on which the decision is based. All interpretations, determinations, decisions, and other actions of the Plan Administrator in reviewing a denial decision, taken in accordance with the provisions of this Plan, shall be final, conclusive and binding on all parties.

6.7 Any claim or action filed in court or any other tribunal in connection with the Plan by or on behalf of a Participant or beneficiary shall only be brought or filed in the United States District Court for the Northern District of Georgia.

ARTICLE VII

Amendments and Termination

7.1 The Plan shall terminate when all benefits payable under the terms of the Plan have been paid. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan. Either the Board of Directors or the Compensation and Human Resource Committee of the Board of Directors may delegate its authority to amend the Plan in whole or part.

ARTICLE VIII

Miscellaneous

8.1 Governing Law. The Plan shall be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State of Ohio.

8.2 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 No Additional Rights. Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Sections 2.1 and 2.2.

8.4 Expenses. Expenses of the Plan shall be paid by the Company.

8.5 Facility of Payment. Any payment to a Participant or spouse of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Administrator. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.6 Single Bi-Weekly Payment. The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single bi-weekly check, in the discretion of the Company.

8.7 Exemption From ERISA. This Plan is intended to qualify for exemption from Parts II, III and IV of the Employee Retirement Income Security Act of 1974 ("ERISA") as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.8 This Section 8.8 applies only to Covered Participants described in Section 4.1(b) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Company may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Company may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.9 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Compensation and Human Resource Committee of the Board of Directors, the 409A Committee, the Plan Administrator, or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this 2013 Restatement of the Plan to be executed effective as of the 23rd day of January, 2013.

FOR NCR CORPORATION

By: _____
Andrea Ledford
Senior Vice President and
Chief Human Resources Officer

Date: 3.19.13

EXHIBIT F

EX-10.23.5 5 dex10235.htm NCR OFFICER PLAN, AMENDED AND RESTATED

EXHIBIT 10.23.5

NCR OFFICER PLAN
(Amended and Restated Effective December 31, 2008)

PREAMBLE

WHEREAS, this Plan was originally adopted effective as of June 1, 2002, and has been amended from time to time; and

WHEREAS, to comply with the final regulations issued under Section 409A of the Code, the Company desires to amend and restate the Plan;

NOW THEREFORE, the Plan is hereby amended and restated in its entirety, as set forth herein, effective as of December 31, 2008.

NCR OFFICER PLAN

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 “Board of Directors” means the Board of Directors of NCR Corporation.

1.2 “Code” means the Internal Revenue Code of 1986, as amended.

1.3 “Committee” means the Compensation and Human Resource Committee of the Board of Directors.

1.4 “Company” means NCR Corporation, a Maryland corporation, and its subsidiaries and affiliates.

1.5 “409A Committee” means the administrative committee designated by the Senior Vice President, Human Resources of the Company.

1.6 “NCR” means NCR Corporation, and does not include its subsidiaries and affiliates.

1.7 “Participant” means each individual who participates in the Plan in accordance with Article II.

1.8 “Pension Plan” means the NCR Pension Plan, or any successor plan.

1.9 “Plan” means the NCR Officer Plan as set forth in this document, and in any amendments from time to time made hereto.

1.10 “Separation from Service” means a termination of employment with the Company and its affiliated group in such a manner as to constitute a “separation from service” as defined under Section 409A of the Code (for this purpose, the term “affiliated group” shall be interpreted in a manner consistent with the definition of “service recipient” contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other

disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of the Company or its affiliated group immediately prior to the spin-off of Teradata Corporation by the Company and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this Section 1.10 shall mean Teradata Corporation, instead of NCR Corporation.

ARTICLE II

Participation and Vesting

2.1 Participation. An individual becomes a Participant in the Plan if he or she is hired or promoted for the first time by the Company into a Band I position in the United States or internationally, or a Band II position in the United States, on or after June 1, 2002. A non-U.S. citizen in a Band II position who works in the United States for a limited time on an expatriate assignment and remains covered by his or her home country benefit plans will not become a Participant in the Plan, unless such individual applies for permanent residency status (green card) after June 1, 2002, and the green card is approved, and the individual becomes covered by NCR's U.S. benefits. The Committee in its discretion may designate other employees of the Company as Participants in the Plan.

Notwithstanding the above, effective September 1, 2004, no new participants will be admitted to the Plan.

2.2 Vesting. A Participant becomes vested in his or her benefit under the Plan after completing five years of service as an employee of the Company.

2.3 Termination of Participation. Accrual of benefits under the Plan ceases on the earlier of the date on which the Participant terminates employment with the Company or dies.

2.4 Forfeiture of Benefits. All benefits to which a Participant would otherwise be eligible shall be forfeited if the Participant, during his or her employment with the Company and for a period of eighteen months after termination of employment for any reason, without the prior written consent of the Chief Executive Officer of NCR, (1) renders services directly or indirectly to any Competing Organization (as defined below) involving the development, manufacture, marketing, advertising or servicing of any product, process, system or service upon which the Participant worked or in which the Participant participated during the last three years of employment with the Company, (2) directly or indirectly recruits, hires, solicits or induces, or attempts to induce, any exempt employee of the Company to terminate their employment with or otherwise cease their relationship with the Company, (3) canvasses or solicits business with any firm or company with whom the Participant worked during the preceding five years while employed by the Company, including customers of the Company, or (4) discloses to any third party any Company confidential, technical, marketing, business, financial or other information not publicly available.

"Competing Organization" means an organization identified by the Chief Executive Officer of NCR as a Competing Organization in January of the year in which employment with the Company terminates, and any other person or organization which is engaged in or about to become engaged in research on or development, production, marketing, leasing, selling or servicing of a product, process, system or service which is the same as or similar to or competes with a product, process, system or service manufactured, sold, serviced or otherwise provided by the Company to its customers.

All benefits to which a Participant would otherwise be eligible shall also be forfeited if a Participant is terminated by the Company for cause, or is determined by the Board to have engaged in misconduct in connection with the Participant's employment with the Company.

ARTICLE III

Benefits

3.1 Benefit. Each Participant with at least five years of service with the Company shall be entitled to a benefit under this Plan, expressed as a single life annuity payable at age 65, in an annual amount equal to (a) minus (b).

(a) 1.75% of Officer Compensation, multiplied by the years of Officer Service.

(b) The Retirement Offset.

Effective December 31, 2006, no additional benefits shall accrue under the Plan, and the calculation of benefits accrued as of December 31, 2006 shall be based on Officer Service, Officer Compensation and the Retirement Offset determined as of such date.

3.2 Definitions.

(a) Officer Compensation. "Officer Compensation" means the average annual compensation earned by the Participant while serving in a Band I or Band II position. For U.S. Participants, "compensation" has the same meaning as the defined term "Compensation" in the Pension Plan, without the exclusion for pay received in the last quarter of employment, and without regard to the dollar limits imposed by the Code. For non-U.S. Participants, NCR in its discretion shall determine a definition of compensation that is reasonably similar to the definition in the Pension Plan, which shall be the definition of compensation in the Company-sponsored pension plan, if any, in which the Participant participates, if such definition is reasonably similar to the Pension Plan definition.

(b) Officer Service. "Officer Service" means the years and fractional years of service while serving in a Band I or Band II position.

(c) Retirement Offset. The "Retirement Offset" means the annual amount, expressed as a life annuity, of any employer-provided pension paid to a Participant under the Pension Plan or any other defined benefit pension plan of the Company, attributable to the Participant's Officer Service, including any amount payable to a Participant from his or her PensionPlus benefit under the Pension Plan, except that the Pension Plus benefit shall be excluded for Participants who were participants in the Pension Plan prior to June 1, 2002—for such Participants, only the Basic Monthly Benefit (as defined in the Pension Plan) shall be included in the Retirement Offset. "Retirement Offset" also includes any annual amount paid to a Participant from the NCR Nonqualified Excess Plan, any other nonqualified or supplemental pension plan funded by the Company (other than the NCR Mid-Career Hire Supplemental Pension Plan), or any long-term disability plan sponsored by the Company. The Retirement Offset does not include amounts payable from a Company-sponsored deferred compensation plan to the extent such amounts represent employee deferred compensation and earnings thereon.

For purposes of determining the Retirement Offset, (1) a cash balance account benefit will be converted to a life annuity using the actuarial assumptions specified in the Pension Plan for converting lump sums to life annuities, (2) the portion of a benefit attributable to years of Officer Service shall be determined by multiplying the total benefit payable from the applicable plan by a fraction, the numerator

of which is the years of Officer Service as a participant in the applicable plan, and the denominator of which is all years of service while a participant in the applicable plan, and (3) amounts payable from a Participant's benefit under a Company-sponsored retirement plan to a former spouse will be included in the Retirement Offset.

If a Participant elects to commence the benefit under this Plan prior to commencing benefits under other Company-sponsored retirement plans, the Retirement Offset will be calculated as if benefits commenced under all such plans. In such case, the Retirement Offset shall not be recalculated when benefits under other retirement plans actually commence.

3.3 Reduction for Early Retirement. If a Participant commences his or her benefit prior to age 62, the benefit shall be reduced in accordance with the following table:

Age at Commencement Date	Percentage of Monthly Benefit which shall be paid commencing on the Commencement Date
62 and over	100.0%
61	94%
60	88%
59	82%
58	76%
57	70%
56	64%
55	58%

An adjustment shall be made by straight line interpolation for ages which are not integral. The reduction shall apply after the benefit calculation described in Section 3.1 is completed, including application of the Retirement Offset.

3.4 Death Benefits. Notwithstanding any election by a Participant pursuant to Section 4.1, if an individual eligible for benefits from this Plan dies before commencement of benefits pursuant to section 4.1(a), but after becoming vested in a benefit from this Plan, a death benefit will be paid to the individual's spouse (if any), if the spouse is living at the time the death benefit is to commence. The benefit shall equal the survivor benefit that would have been payable to the spouse from the Plan if the Participant (1) terminated employment with the Company on the date of death, or on the actual date of termination of employment if prior to the date of death, (2) commenced the Plan benefit on the earliest date following the date of death, and (3) selected a 50% joint and survivor annuity. The death benefit shall commence as of the later of (1) the first business day of the seventh month immediately following the Participant's death, or (2) the first business day of the month immediately following the date that the Participant would have attained age 55, and shall be paid in equal bi-weekly installments for the life of the spouse.

ARTICLE IV

Distribution of Benefits

4.1 Each Participant may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the

409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(a) Except as otherwise provided in Section 3.4 or this Article IV, each Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Participant's Separation from Service, or (y) the first business day of the month immediately following attainment of an age specified by the Participant between 55 and 65; provided that the Participant will attain the specified age in 2009 or later; and provided further that to the extent that a Participant does not timely file an election as provided in this Section 4.1(a), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Participant that has attained at least age 55 prior to January 1, 2009, the age that such Participant that will attain in 2009). The election described in this Section 4.1(a) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(b) Except as otherwise provided in Section 3.4 or this Article IV, each Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Participant does not timely file an election as provided in this Section 4.1(b), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Participant who is unmarried on the date that payments commence pursuant to Section 4.1(a) will be deemed to have irrevocably elected a single life annuity, and a Participant who is married on the date that payments commence pursuant to Section 4.1(a) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this Section 4.1(b) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Participant designated by the 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b) at any time prior to the payment commencement date.

(c) The elections described in this Section 4.1 shall also apply to the Participant's benefits, if any, under the NCR Nonqualified Excess Plan, the Retirement Plan for Officers of NCR, the NCR Mid Career Hire Supplemental Pension Plan, and the NCR Supplemental Pension Plan for AT&T Transfers. This Section 4.1 is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1 shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, the Company may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of the Company that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) in no event

may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

4.3 Currency. All distributions from this Plan will be paid in U.S. currency. Benefits based on non-U.S. compensation will be converted to U.S. currency in accord with NCR policy, as determined by NCR in its sole discretion.

4.4 Withholdings. NCR shall withhold appropriate FICA and other applicable taxes from distributions under the Plan.

ARTICLE V

Unfunded Nature of the Plan

5.1 Unfunded Plan. This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of the Company, and no person other than the Company shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

ARTICLE VI

Administration of the Plan

6.1 Plan Administrator. The Plan shall be administered by NCR. NCR shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. NCR shall have all powers necessary or appropriate to carry out its duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. NCR's decisions shall be final and binding on all parties.

6.2 Delegation of Administrative Duties. NCR may, from time to time, delegate to any person or persons or organizations any of its rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 Determination of Benefits. In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, NCR's decisions, based upon this Plan and the Company's records, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 Amendment and Termination. This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Compensation Committee or the Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant or surviving spouse to a benefit to which he or she has become entitled pursuant to this Plan, and (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code.

7.2 Lump Sum Cash-Out. For purposes of this Article VII, a decision by the Committee or Board of Directors to pay a single lump sum to a Participant or surviving spouse (but only to the extent permitted by Section 409A of the Code) equal to the present value of any annuity payment due under the Plan shall not be construed as adversely affecting the right of a Participant or surviving spouse to a benefit entitlement under the Plan.

ARTICLE VIII

Change-in-Control

8.1 Change-in-Control. In the event of a Change in Control, as defined in the NCR Change in Control Severance Plan (the "CIC Plan") or a successor plan, a Participant whose employment with the Company is terminated involuntarily during the three years following the Change in Control will be fully vested under this Plan. If the CIC Plan terminates before the occurrence of a Change in Control, the definition of Change in Control contained therein as of the date of such termination shall govern for purposes of this section.

ARTICLE IX

Miscellaneous

8.1 Governing Law. This Plan shall be governed by the Employee Retirement Income Security Act of 1974 ("ERISA") except as otherwise exempt. To the extent not governed by ERISA, it shall be governed by the laws of the State of Ohio.

8.2 Assignment Prohibited. Assignment, pledge or encumbrance of any kind of benefits under the Plan shall not be permitted or recognized, including assignment of benefits pursuant to a domestic relations order; provided, however, that amounts owed by a Participant to the Company may be collected from benefits otherwise payable from the Plan, in the discretion of NCR.

8.3 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.4 No Additional Rights. Participation in this Plan shall not give to any employee the right to be retained in the employ of the Company nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Sections 2.1 and 2.2.

8.5 Expenses. Expenses of the Plan shall be paid by the Company.

8.6 Domestic Partners. If a Participant has a domestic partner who qualifies under the terms of the Pension Plan (or a similar defined benefit plan in a non-U.S. location) as the Participant's joint annuitant or as entitled to death benefits as a surviving spouse, then such domestic partner may be designated by the Participant as joint annuitant under this Plan, or will be entitled to a death benefit under this Plan, as the case may be.

8.7 Facility of Payment. Any payment to a Participant or spouse or domestic partner of a Participant or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against the Company hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall

be determined by NCR. Any release of claims provided pursuant to this Section 8.7 must be executed and delivered to the Company, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.8 Single Benefit Payment. The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by the Company may be combined and paid by a single bi-weekly check, according to standard payment practices, in the discretion of the Company.

8.9 Exemption From Portions of ERISA. This Plan is intended to qualify for exemption from Parts II, III and IV of the Employee Retirement Income Security Act of 1974 ("ERISA") as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.10 Compliance with Section 409A of the Code. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Company shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although the Company shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither the Company, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. The Committee may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). The Committee may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.11 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Committee, the 409A Committee or the Company or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, the Company has caused this amendment and restatement of the Plan to be executed on effective as of the 31st day of December, 2008.

NCR CORPORATION

By: /s/ Andrea Ledford
Name: Andrea Ledford
Title: Senior Vice President, Human Resources

EXHIBIT G

EX-10.25.3 7 dex10253.htm NCR SUPPLEMENTAL PENSION PLAN FOR AT&T TRANSFERS, AMENDED AND RESTATED

EXHIBIT 10.25.3

NCR
SUPPLEMENTAL PENSION PLAN FOR AT&T TRANSFERS

Amended and Restated Effective December 31, 2008

PREAMBLE

WHEREAS, this Plan was originally adopted effective as of January 1, 1995, and has been amended from time to time; and

WHEREAS, to comply with final regulations issued under Section 409A of the Code, NCR desires to amend and restate the Plan;

NOW THEREFORE, the Plan is hereby amended and restated in its entirety, as set forth herein, effective as of December 31, 2008.

ARTICLE I

Definitions

Wherever used herein, the following terms have the meanings indicated:

1.1 “AT&T” means AT&T Corp., a New York corporation.

1.2 “AT&T Pension Plan” means the AT&T Management Pension Plan.

1.3 “AT&T Retirement Plans” means the retirement plans sponsored by AT&T which provide retirement benefits to Participants in this Plan, as described in Section 3.3.

1.4 “Board of Directors” means the Board of Directors of NCR.

1.5 “Code” means the Internal Revenue Code of 1986, as amended.

1.6 “409A Committee” means the administrative committee designated by the Senior Vice President, Human Resources, of NCR.

1.7 “NCR” means NCR, a Maryland corporation, and its subsidiaries.

1.8 “NCR Pension Plan” means the NCR Pension Plan.

1.9 “NCR Savings Plan” means the NCR Savings Plan.

1.10 “NCR Retirement Plans” means the plans sponsored by NCR which provide retirement benefits for Participants in this Plan, as described in Section 3.2.

1.11 “Participant” means each individual who participates in the Plan in accordance with Article II.

1.12 "Plan" means this NCR Supplemental Pension Plan for AT&T Transfers, as set forth in this document and in any amendments from time to time made hereto.

1.13 "Separation from Service" means a termination of employment with NCR and its affiliated group in such a manner as to constitute a "separation from service" as defined under Section 409A of the Code (for this purpose, the term "affiliated group" shall be interpreted in a manner consistent with the definition of "service recipient" contained in Section 409A of the Code). To the extent permitted by Section 409A of the Code, the 409A Committee retains discretion, in the event of a sale or other disposition of assets, to specify whether a Participant who provides services to the purchaser immediately after the transaction has incurred a Separation from Service. If a Participant was an employee of NCR or its affiliated group immediately prior to the spin-off of Teradata Corporation by NCR and an employee of Teradata Corporation or its affiliated group immediately after the spin-off, then solely for purposes of determining when that Participant has incurred a Separation from Service, the term "Company" as used in this Section 1.13 shall mean Teradata Corporation, instead of NCR.

ARTICLE II

Eligibility and Participation

2.1 Eligibility. An individual is eligible to participate in this Plan if he or she transferred directly from AT&T to NCR on or after January 1, 1994 and prior to January 1, 1997, in a D-Band or higher position. Certain individuals who transferred from AT&T to NCR prior to January 1, 1994, who are listed in Appendix A, are also eligible to participate in this Plan. From and after January 1, 1997, no new participants will be added to the Plan.

2.2 Participation. An eligible individual shall become a Participant in this Plan when he or she terminates employment with NCR at age 55 or older.

2.3 Forfeiture of Benefits. All benefits for which a Participant would otherwise be eligible shall be forfeited if the Participant, without the consent of NCR, while employed by NCR or after termination of such employment, the Participant becomes associated with, employed by or renders services to, or owns an interest in (other than as a shareholder with a nonsubstantial interest in such business) that is in competition with NCR.

All benefits for which a Participant would otherwise be eligible shall also be forfeited if a Participant is terminated by NCR for cause, or is determined by the Board to have engaged in misconduct in connection with the Participant's employment with NCR.

ARTICLE III

Benefits

3.1 Calculation of Benefit. Each Participant shall be entitled to a benefit under this Plan expressed as a single life annuity with an annual payment equal to (b) minus (a) as follows:

(a) the present value of the benefits to which the Participant is entitled to receive from the NCR Retirement Plans.

(b) the present value of the difference between (1) and (2) below:

(1) the benefits which the Participant is entitled to receive from the Participant's AT&T Retirement Plans, and

(2) the total benefits to which the Participant would have been entitled from the AT&T Retirement Plans if the Participant had continued in employment covered by the AT&T Retirement Plans during the time worked for NCR.

Effective December 31, 2006, no additional benefits shall accrue under the Plan, and the benefits accrued as of December 31, 2006 shall be determined as of such date based on service, compensation, the benefits accrued under the NCR Retirement Plans and the other components of the calculation determined as of such date, including the provisions of the AT&T plans, in effect as of such date.

3.2 NCR Retirement Plans. The NCR Retirement Plans shall include the following:

(1) the NCR Pension Plan, including the PensionPLUS component,

(2) NCR contributions to the NCR Savings Plan,

(3) the Retirement Plan for Officers of NCR Corporation (known as "SERP II"), including the restricted stock grants associated with that plan,

(4) the NCR Mid-Career Hire Supplemental Pension Plan, and

(5) the NCR Nonqualified Excess Plan.

If NCR adopts a retirement plan in addition to or in replacement of any of the above listed plans, for which Participants in this Plan will be eligible, such plan will be included as an NCR Retirement Plan for purposes of this Plan, if the Senior Vice President of Global Human Resources for NCR signs an amendment to this Plan designating such plan an "NCR Retirement Plan."

3.4 AT&T Retirement Plans. The AT&T Retirement Plans shall include the following:

(a) the AT&T Management Pension Plan,

(b) the AT&T Non-Qualified Pension Plan,

(c) the AT&T 415 Excess Plan, if the Participant is not eligible for the AT&T Non-Qualified Pension Plan, and

(d) AT&T matching contributions to the AT&T Savings Plan.

If AT&T adopts a retirement plan in addition to or in replacement of any of the above listed plans, for which a Participant would have been eligible if the Participant had remained covered by the AT&T Retirement Plans, such plan will be included as an AT&T Retirement Plan for purposes of this Plan, if the Senior Vice President of Global Human Resources for NCR signs an amendment to this Plan designating such plan an "AT&T Retirement Plan."

3.5 Assumed Participation in Retirement Plans. For determining the benefit a Participant would have received from either the AT&T Retirement Plans or the NCR Retirement Plans, the following assumptions will be made:

(a) while a Participant is in a position with NCR that is equivalent to an officer position at AT&T, the Participant will be assumed to be a participant in the AT&T Non-Qualified Pension Plan.

(b) While a Participant is in a position with NCR that is not equivalent to an officer position at AT&T, the Participant will be assumed to be a participant in the AT&T 415 Excess Plan, but not the AT&T Non-Qualified Pension Plan.

(c) A Participant will be assumed to have made contributions to the AT&T and NCR savings plans entitling him or her to the maximum company matching contributions each year, and the company matching contributions will be assumed to have been invested in a conservative investment strategy, and to have remained in the plan during the Participant's employment.

(d) A Participant will be assumed to have earned the same compensation at AT&T as earned at NCR. Adjustments will be made as necessary to account for differences in payroll codes between AT&T and NCR.

3.6 Valuation of Benefits. The present value of either the NCR or AT&T benefits shall be determined as of the first day of the month following the date of the Participant's termination of employment (the "Valuation Date"), as follows:

(a) For retirements at or after age 62, grants of restricted stock under SERP II shall be valued at the closing price on the Valuation Date. For retirements occurring before age 62, the benefit initially will be calculated without regard to the grant of restricted stock under SERP II. A second calculation will be made as of the first day of the month following the Participant's attainment of age 62 using the fair market value of the stock on that date, and the Participant's benefit will be adjusted accordingly on a prospective basis.

(b) Benefits payable as an annuity shall be valued as the annual benefit payable as of the Valuation Date.

(c) Benefits payable in lump sum form shall be expressed as the annual benefit payable from a single life annuity, using the following assumptions:

(1) the applicable mortality rate in the annual rates of mortality developed by AT&T for purposes of the AT&T Pension Plan, and

(2) the immediate interest rate published by the Pension Benefit Guaranty Corporation for purposes of determining the lump sum present value of a monthly benefit upon termination of a pension plan. Such rate shall be that in effect at the beginning of the calendar quarter that coincides with or next precedes the date a Participant leaves the employment of NCR.

3.7 Death Benefits. Notwithstanding any election by a Participant pursuant to Section 4.1(b), if an individual eligible for benefits from this Plan dies before (1) retirement, if the Participant is a Grandfathered Participant, or (2) commencement of benefits pursuant to Section 4.1(b)(i), if the Participant is a Covered Participant, but, in either case, after age 55 and after becoming eligible to receive a benefit from this Plan, a death benefit will be paid to the individual's spouse (if any), if the spouse is living at the time the death benefit is to commence. The benefit shall equal the survivor benefit that would

have been payable to the spouse from the Plan if the Participant had retired on the day before the date of death and selected a 50% joint and survivor annuity. The death benefit shall be paid in equal bi-weekly installments for the life of the spouse commencing as of the later of (1) the first business day of the seventh month immediately following the Participant's death, or (2) the first business day of the month immediately following the date that the Participant would have attained age 55.

3.8 Return to AT&T. If an individual (1) transferred from AT&T to NCR and (2) was eligible for participation in this Plan while at NCR, and (3) left NCR and immediately returned to service with AT&T prior to January 1, 1997; the individual will be entitled to a benefit from this Plan only if the individual on the date of such transfer back to AT&T (1) was eligible for a Service Pension from AT&T, (2) had attained Early Retirement Age (as defined in the NCR Pension Plan), and (3) had completed at least five years (at NCR or AT&T or both in combination) in an E-Band or higher position. The benefit will be calculated by determining the total benefits from the AT&T Retirement Plans which the individual would have received for all service if the individual had remained covered by the AT&T Retirement Plans during service with NCR, and subtracting the actual benefits received by the individual from the AT&T Retirement Plans. If this amount is greater than the actual benefits received by the individual from NCR for the years of service with NCR, the individual will be entitled to a benefit from this Plan equal to the difference.

ARTICLE IV

Distribution of Benefits

4.1 (a) Grandfathered Participants. Each Participant listed on Exhibit A, as it may be amended from time to time by the 409A Committee (a "Grandfathered Participant"), was vested in his benefit as of, and terminated employment on or before, December 31, 2004. Therefore, the entire benefit of each Grandfathered Participant constitutes an "amount deferred" prior to January 1, 2005 within the meaning of Section 409A of the Code. Each Grandfathered Participant (or his spouse) shall continue to receive or commence receiving his benefits under Article III at the same time and in the same form as the Grandfathered Participant's (or spouse's) benefit under the qualified pension plan of the company (either AT&T or NCR) employing the Grandfathered Participant at the time the Grandfathered Participant retires. If the Grandfathered Participant's qualified pension plan benefit is paid as a joint and survivor annuity, the benefit from this Plan will be paid as an equivalent joint and survivor annuity with the Grandfathered Participant's spouse at the time of retirement entitled to the survivor benefit if the spouse survives the Grandfathered Participant. Nothing contained herein is intended to materially enhance a benefit or right existing under the Plan as in effect on October 3, 2004, or add a new material benefit or right, with respect to the Grandfathered Participants. It is intended that benefits under Article III with respect to Grandfathered Participants shall be exempt from the application of Section 409A of the Code.

(b) Non-Grandfathered Participants. Each Participant who is not a Grandfathered Participant (a "Covered Participant") may, no later than a date specified by the 409A Committee (provided that such date occurs no later than December 31, 2008), make the following elections on a form provided by the 409A Committee in accordance with the following terms and conditions (and such additional terms and conditions as the 409A Committee may specify in its sole discretion):

(i) Except as otherwise provided in Section 3.7 or this Article IV, each Covered Participant may elect to have his benefits under Article III commence on the later of (x) the first business day of the seventh month immediately following the Covered Participant's Separation from Service, or (y) the first business day of the month immediately following the attainment of an age specified by the Covered Participant between 55 and 65; provided that the Covered Participant will attain

the specified age in 2009 or later; and provided further that to the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(i), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then he will be deemed to have irrevocably elected age 55 (or for a Participant that has attained at least age 55 prior to January 1, 2009, the age that such Covered Participant will attain in 2009). The election described in this Section 4.1(b)(i) shall become irrevocable on a date specified by the 409A Committee. Once irrevocable, the election may not be changed.

(ii) Except as otherwise provided in Section 3.7 or this Article IV, each Covered Participant may elect to have his benefits under Article III paid in the form of a single life annuity or an actuarially equivalent (within the meaning of Treasury Regulation § 1.409A-2(b)(2)(ii)) 50%, 75% or 100% joint and survivor annuity (determined using the actuarial assumptions of the Pension Plan), payable in bi-weekly installments. To the extent that a Covered Participant does not timely file an election as provided in this Section 4.1(b)(ii), or such election does not comply with the Plan or the terms and conditions established by the 409A Committee, then a Covered Participant who is unmarried on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a single life annuity, and a Covered Participant who is married on the date that payments commence pursuant to Section 4.1(b)(i) will be deemed to have irrevocably elected a 50% joint and survivor annuity. The election described in this Section 4.1(b)(ii) shall become irrevocable on a date specified by the 409A Committee. Notwithstanding the preceding sentence, a Covered Participant designated by the Section 409A Committee may elect, on a form provided by the 409A Committee and subject to such terms and conditions as the 409A Committee specifies, to change his form of annuity to another annuity form specified in this Section 4.1(b)(ii) at any time prior to the payment commencement date.

(iii) The elections described in this Section 4.1(b) shall also apply to the Covered Participant's benefits, if any, under the Retirement Plan for Officers of NCR, the NCR Officer Plan, the NCR Mid Career Hire Supplemental Pension Plan, and the NCR Nonqualified Excess Plan. This Section 4.1(b) is intended to comply with the requirements of Notice 2007-86 and the applicable proposed and final Treasury Regulations issued under Section 409A of the Code and shall be interpreted in a manner consistent with such intent. Therefore, this Section 4.1(b) shall not apply to the extent that it would cause an amount otherwise payable in 2008 pursuant to the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008 to be paid in a later year; instead, the amounts otherwise payable in 2008 shall continue to be paid to the Covered Participant in accordance with the terms of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) in effect immediately prior to December 31, 2008.

4.2 Discretionary Lump Sum Payment. Notwithstanding the foregoing, and to the extent permitted by Section 409A, NCR may, in its sole discretion, pay the benefit of any Participant in a single lump sum payment, provided that (a) such payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan (and any other deferred compensation arrangement of NCR that is aggregated with the Plan pursuant to Treasury Regulation § 1.409A-1(c)), (b) the amount of such payment (determined using the actuarial assumptions applicable under the NCR Pension Plan) does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code for the year in which the payment is made, and (c) with respect to a Covered Participant, in no event may a payment be accelerated following a Covered Participant's Separation from Service to a date that is prior to the first business day of the seventh month following the Participant's Separation from Service (or if earlier, the date of the Participant's death).

ARTICLE V

Unfunded Nature of the Plan

5.1 Unfunded Plan. This Plan shall be unfunded. The funds used for payment of benefits hereunder and of the expenses of administration hereof shall, until such actual payment, continue to be a part of the general funds of NCR, and no person other than NCR shall, by virtue of this Plan, have any interest in any such funds. Nothing contained herein shall be deemed to create a trust of any kind or create any fiduciary relationship. To the extent that any person acquires a right to receive payments from NCR under this Plan, such right shall be no greater than the right of any unsecured general creditor of NCR.

ARTICLE VI

Administration of the Plan

6.1 Plan Administration. The Plan shall be administered by NCR. NCR shall have the exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. NCR shall have all powers necessary or appropriate to carry out their duties, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. Decisions of NCR shall be final and binding on all parties.

6.2 Delegation of Administrative Duties. NCR may, from time to time, delegate to any person or persons or organizations any of their rights, powers, and duties with respect to the operation and administration of the Plan.

6.3 Determination of Eligibility. In all questions relating to age and service for eligibility for any benefit hereunder, or relating to term of employment and rates of pay for determining benefits, the decisions of NCR, based upon this Plan and the records of NCR and AT&T, shall be final and binding.

ARTICLE VII

Amendments and Termination

7.1 This Plan shall terminate when all benefits payable under the terms of the Plan have been paid. The Board of Directors in its discretion may amend or terminate the Plan at any time, provided, however, that (a) no such action shall adversely affect the right of any Participant (or spouse) to a benefit to which he or she has become entitled pursuant to this Plan, (b) no amendment or termination may accelerate the payment of a benefit hereunder except as permitted by Section 409A of the Code, and (c) no amendment may be made, to the extent that it would result in a material modification (within the meaning of Section 409A of the Code) of the benefit of any Grandfathered Participant described in Section 4.1(a) of the Plan.

ARTICLE VIII

Miscellaneous

8.1 Governing Law. This Plan shall be construed in accordance with the laws of the State of Ohio.

8.2 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, the remaining provisions shall continue to be fully effective.

8.3 No Additional Rights. Participation in this Plan shall not give to any employee the right to be retained in the employ of NCR nor any right or interest in this Plan other than as herein specifically provided. No employee shall have any right to a benefit under this Plan unless he or she meets the conditions specified in Sections 2.1 and 2.2.

8.4 Expenses. Expenses of the Plan shall be paid by NCR.

8.5 Facility of Payment. Any payment to a Participant, a spouse of a Participant, or the legal representative of either, in accordance with the terms of this Plan, shall to the extent thereof be in full satisfaction of all claims such person may have against NCR hereunder, which may require such payee, as a condition to such payment, to execute a receipt and release therefor in such form as shall be determined by NCR. Any release of claims provided pursuant to this Section 8.5 must be executed and delivered to NCR, and must become effective and irrevocable in accordance with its terms, prior to the payment commencement date determined under this Plan.

8.6 Single Bi-Weekly Payment. The benefit payable from this Plan and any benefits to which a Participant is entitled from other nonqualified plans sponsored by NCR may be combined and paid by a single bi-weekly check, in the discretion of NCR.

8.7 Exemption From ERISA. This Plan is intended to qualify for exemption from Parts II, III and IV of the Employee Retirement Income Security Act of 1974 (“ERISA”) as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

8.8 This Section 8.8 applies only to Covered Participants described in Section 4.1(b) of the Plan. It is intended that the Plan shall comply with the requirements of Section 409A of the Code. This Plan shall be construed, administered, and governed in a manner that effects such intent, and NCR shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax on a Participant under Section 409A of the Code. Although NCR shall use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A of the Code, the tax treatment of the benefits provided under the Plan is not warranted or guaranteed. Neither NCR, its affiliates, directors, officers, employees nor its advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant or other taxpayer as a result of the Plan. Any reference in the Plan to Section 409A of the Code will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Section 409A of the Code by the U.S. Department of Treasury or the Internal Revenue Service. NCR may, in its sole discretion, accelerate the time or schedule of a payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-3(j); provided that in no event may a payment be accelerated following a Participant’s Separation from Service to a date that is prior to the first business day of the seventh month following the Participant’s Separation from Service (or if earlier, the date of the Participant’s death) unless otherwise provided in Treasury Regulation Section 1.409A-3(j). NCR may also, in its sole discretion, delay the time or form of payment under the Plan to a time or form otherwise permitted under Section 409A of the Code in accordance with the requirements, restrictions and limitations of Treasury Regulation Section 1.409A-2(b)(7).

8.9 By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, all of the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code) and any action taken under the Plan by the Board of Directors, the Compensation and Human Resource Committee of the Board of Directors, the 409A Committee or NCR or its affiliates, in any case in accordance with the terms and conditions of the Plan (and related administrative rules implemented to comply with Section 409A of the Code).

IN WITNESS WHEREOF, NCR has caused this amendment and restatement of the Plan to be executed effective as of the 31st day of December, 2008.

NCR CORPORATION

By: /s/ Andrea Ledford
Name: Andrea Ledford
Title: Senior Vice President, Human Resources

EXHIBIT A

GRANDFATHERED PARTICIPANTS

[Names of individual participants omitted]

EXHIBIT H

NCR CORPORATION

Intracorporation

NCR

Date: May 20,-1991

MAY 22

To: ALL OFFICERS
Location:

From: C. P. Russ III, Vice President, Secretary and General Counsel
Location: Law Department
Extension: 2900

Subject: Administrative Rules for Officer Retirement Plans

At its meeting on May 14, the Compensation Committee of the NCR Board of Directors adopted administrative rules under both of the retirement plans for officers. Although there were rules for the Senior Executive Retirement, Death and Disability Plan (SERP 1), they have not been updated for several years. The Committee has not previously adopted administrative rules under the Retirement Plan for Officers (SERP 2).

The purpose of the rules is to clarify exactly how the Company will perform certain calculations under the Plans, most particularly the calculation of the retirement offset.

Attached is a copy of the rules applicable to the officer retirement plan which covers you. Please keep your copy of the rules with your copy of the Plan document and your Plan Agreement.

If you have any questions about the rules, Laura Nyquist (5-2905) or Pam Craven (5-2915) can assist you.

cc: Pamela F. Craven
Laura K. Nyquist
File No. 8540445.01
File No. 8940016.01

NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN

ADMINISTRATIVE RULES

As amended and restated May 14, 1991

I. RETIREMENT OFFSET

A. General

In general, the Plan provides that the retirement and disability benefits payable under the Plan are offset by amounts from other plans or programs. These amounts, as defined in the definition of "Retirement Offset" in Article I of the Plan, include:

> "(a) the annual amount of employer-provided pension paid to a Participant under the Retirement Plan or any other pension, profit sharing, savings or other retirement plan of NCR, a subsidiary or Affiliate thereof, or any prior employer, (b) disability income benefits pursuant to a plan of NCR or a subsidiary or Affiliate thereof, and (c) the annual amount of the Participant's Primary Insurance Amount paid under the Social Security Act or the equivalent of such amount paid under any other government-sponsored retirement or social insurance program of any country to which contributions are made by NCR or a subsidiary or Affiliate thereof."
>
> Specifically excluded from the definition is: "any amount paid under (i) any plan of, or agreement with, NCR as a severance payment or in connection with a Change in Control of NCR; (ii) CMICP; (iii) the International Management Incentive Compensation Plan; (iv) LTI; or (v) a cash-out of any NCR stock options."

B. Rules of Interpretation

1. Only actual cash amounts paid from the Social Security Administration to the officer will be offset.

   Example

   > An officer may decide to receive Social Security at any time beginning at age 62. Only when actually received and in the amount actually received, will the offset be applied.

2. Increases in Social Security payments, once commenced, will not be added to the offset if such increases arise from regulated inflationary adjustments in Social

Security payments or from specific legislation increasing such payments.

3. In the event a retired officer who has begun to receive Social Security payments sustains a reduction in Social Security payments as a result of employment, the retired officer will not receive an increase in his or her NCR retirement payments.

4. In the event an officer dies after reaching the age of 55 but before retiring, the officer will be presumed to have elected under the Retirement Plan or other NCR qualified plan, a 50% joint and survivor annuity option.

5. If a retired officer's payments under the Retirement Plan or other NCR qualified plan are limited by the ERISA ceiling on such payments and thereafter such ceiling is increased, the officer's payments under the qualified plan shall be increased to the extent permitted by law or the qualified plan and his payments under the Executive Plan shall be correspondingly decreased.

6. The Company shall withhold the appropriate F.I.C.A. Tax (Social Security Tax) attributable to any portion of benefits paid under the Plan which are paid directly by NCR.

7. The references in the definition of Retirement Offset to NCR, its subsidiaries and Affiliates shall be considered to include any of their predecessors or successors.

8. Clause (a) of the definition shall include both defined benefit and defined contribution retirement plans.

9. In the event that any benefit payment pursuant to a plan described in clause (a) of the definition is paid as an annuity, only cash amounts actually paid to the officer will be offset.

10. In the event that any benefit payment pursuant to a plan described in clause (a) of the definition is not paid as an annuity, the amount of the offset shall be the actuarial equivalent, as an annual annuity, of such payment. Any such benefit payments shall be included in the definition of Retirement Offset only to the extent such payments are available to the Participant. The phrase "available to the Participant" for this purpose shall mean:

    (a) amounts that have been received by the Participant;

(b) amounts that are immediately payable without regard to any deferral option exercised by the Participant; or

(c) in the case of amounts that are payable at some future date, such amounts shall be considered available when they first become available for payment to the Participant.

In converting any such benefit payment to an annual annuity, the conversion shall be made in accord with Company policy.

11. In the event that any benefit payment pursuant to a plan described in clause (a) of the definition is paid in part as an annuity and in part not as an annuity, the amount of the offset applicable to the part paid as an annuity shall be determined pursuant to Rule 9 above and the amount of the offset applicable to the part of the payment not paid as an annuity shall be determined pursuant to Rule 10 above.

12. If any benefit payment amount included in the Retirement Offset is payable in non-U.S. currency, the amount shall be converted to U.S. dollars in accord with Company policy.

13. The reference in the exclusion to "CMICP" shall mean NCR's Corporate Management Incentive Compensation Plan or any successor plan, and the reference to "LTI" shall mean the NCR Corporation Long Term Incentive (Performance Unit) Plan or any successor plan.

14. Clause (i) of the exclusion shall not be considered as including any payments under any defined benefit or defined contribution plan referred to in clause (a) of the definition, which payments are made solely because of and under a Change in Control provision of said plan. Accordingly, any such payments shall offset the retirement and disability benefits otherwise payable under the Plan.

Examples

Included as an offset will be any early retirement subsidy payment received under The Retirement Plan for Salaried Employees of NCR Corporation as a result of an officer's "involuntary termination" within two years of a "Change in Control of NCR", as defined in said plan.

Any contributions by the Company to the NCR Corporation Employees' Profit Sharing Plan which vest solely as the result of a Change in Control shall

be included as an offset under clause (a) of the definition.

II. RETIREMENT PLAN

A. General

The Plan defines "Retirement Plan" to mean the Retirement Plan of NCR.

B. Rules of Interpretation

1. The term Retirement Plan of NCR shall be interpreted to mean The Retirement Plan for Salaried Employees of NCR Corporation.

III. SPOUSE'S OFFSET

A. General

In general, the Plan provides that spouse's and children's benefits are offset by certain amounts, as defined in the definition of "Spouse's Offset" in Article I of the Plan. These amounts parallel those in the "Retirement Offset" discussed above.

B. Rules of Interpretation

1. The rules set forth in Section I above, which relate to the Retirement Offset shall also apply, where appropriate, to the Spouse's Offset.

DISTRIBUTION:

Charles E. Exley, Jr., Executive Office, WHQ-5
Gilbert P. Williamson, Executive Office, WHQ-5
R. Elton White, Executive Office - WHQ-5
Darrell L. Clark, Executive Office - WHQ-5
Thomas. A. Mays, Executive Office, WHQ-5
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Gary W. Burnett, Customer Services, USG, USG-2
Warren A. Castray, Pacific Group, WHQ-2
Donald E. Clason, Systemedia Group, SGM
Norman A. Cocke, Finance & Administration, USG, USG-3
Gary J. Cotshott, CI/MEG, USG-1
William J. Eisenman, Multi-User Products Division, WHQ-4
A. Fano, Retail Systems Division, USG, USG-3
John L. Giering, Finance & Administration, WHQ-3
L. W. Hoevel, Technology and Development, WHQ-5
James K. Hull, Corporate Information Systems & Services, PCD-6
Robert C. James, Cooperative Marketing, USG-2
Richard K. Kruse, Jr., Quality Assurance, WHQ-4
David G. Laws, ADDS Inc., 0098
Roger C. Lintern, Controller, WHQ-3
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Patrick R. Mill, Corporate Marketing, WHQ-4
Ray L. Miolla, Financial Systems Division, USG, USG-2
Alok Mohan, Workstation Products Division, PCD-1
Michael W. Morrissey, Microelectronic Products Division - 1781
Frederick Newall, Europe Group, WHQ-2
J. R. Poole, United States Group, USG-3
Allen M. Quick, Retail Systems D&P Division, WHQ-4
John L. Quinlan, FSD Pacific Group, WHQ-1
S. Richard Reece, Treasurer, WHQ-3
Richard B. Reese, Customer Services Division, WHQ-4
C. P. Russ, III, Law Department, WHQ-5
M. Y. Stephan, Latin America Middle East/Africa Group, WHQ-2E
Tom T. Tang, Network Products Division, WHQ-5

05-09-91

EXHIBIT I

NCR CORPORATION
BOARD OF DIRECTORS
COMPENSATION AND HUMAN RESOURCE COMMITTEE

October 23, 2012

DELEGATION OF AUTHORITY TO THE SENIOR VICE PRESIDENT AND CHIEF HUMAN RESOURCES OFFICER TO AMEND THE NCR SENIOR EXECUTIVE RETIREMENT, DEATH AND DISABILITY PLAN

Explanation:

- If the Committee approves the First Amendment to the NCR Senior Executive Retirement, Death and Disability Plan (the "Plan") and amends the Plan to allow the Compensation and Human Resource Committee of the Board of Directors (the "Committee") to delegate its amendment authority under the Plan and the Plan is so amended, this resolution provides a specific delegation to the Senior Vice President and Chief Human Resources Officer to make certain further amendments to the Plan.

- The following resolution is for approval by the Committee.

Resolution:

RESOLVED, that the Senior Vice President and Chief Human Resources Officer is delegated the authority to authorize, approve, adopt and execute any amendment to the NCR Senior Executive Retirement, Death and Disability Plan (the "Plan") with respect to its provisions for Plan administration, benefit claims or appeals and to take any and all such other action necessary or appropriate in connection with such amendment.

EXHIBIT J

Minutes of the Meeting
of the
Plan Administrator of the
NCR Senior Executive Retirement Death and Disability Plan, as amended; the Retirement Plan for Officers of NCR, as amended; the NCR Officer Plan, as amended; the NCR Nonqualified Excess Plan, as amended; the NCR Supplemental Pension Plan for AT&T Transfers, as amended; and the NCR Mid-Career Hire Supplemental Pension Plan, as amended (collectively, the "Plans")

February 18, 2013

A meeting of the Plan Administrators of the Plans of NCR Corporation (the "Company"), a Maryland corporation, was held on February 18, 2013, beginning at approximately 10:30 a.m., Eastern Time, in Conference Room WHQ7-533 of the Company's office located at 3097 Satellite Blvd., Duluth, Georgia 30096, pursuant to notice thereof sent to all Plan Administrators.

The following Plan Administrator's members, constituting all of the Plan Administrators, were present for all of the meeting:

Present in the room:
John Boudreau
Doug Stover
Pat Carroll

Participating by telephone:
Melinda Higgs
Bo Sawyer

The following individuals were also in attendance by telephone for the entire meeting: Mary Fragola, Senior Corporate Counsel and Assistant Secretary of the Company; Rosina Barker, outside counsel of Ivins, Phillips & Barker; and Laura Watson and Becky Crowley of Aon Hewitt. Messrs. Ramasawamy Variankaval of JP Morgan and Roberto Mendoza of Atlas attended a portion of the meeting. Ms. Fragola acted as Secretary of the meeting and kept the minutes thereof. Mr. Boudreau called the meeting to order.

Agenda for the Meeting

Mr. Boudreau asked Ms. Barker to explain that one of the purposes of the meeting was to deliberate whether the draft resolution terminating the Plans, proposed by management to be recommended to the Compensation and Human Resource Committee of the NCR Corporation Board of Directors, is permitted under the terms of the Plans. The draft resolution was circulated among the Plan Administrators before the meeting.

In addition, Mr. Boudreau noted that the Plan Administrators would discuss decision points for interpreting how the draft resolution would apply to different participant and beneficiary groups covered by the Plans. Before the meeting, Ms. Watson circulated a document describing the decision points for consideration by the Plan Administrators.

Termination Provisions under the Plans

Ms. Barker advised the Plan Administrators that the provisions under each Plan permit termination provided that the termination does not adversely affect a participant's or beneficiary's benefit entitlement under the Plan, or violate certain provisions of Internal Revenue Code ("Code") section 409A. She also noted that, in connection with a termination of the Plans, deleting the annuity benefit payment and replacing it with a lump sum payment is reasonably construed as providing the full benefit entitlement under the Plans provided the lump sum payment is the actuarial equivalent of the annuity benefit.

Interest Rate Determination

The Plan Administrators next discussed whether the 5% interest rate set forth in the management's draft termination resolution is reasonable for purposes of calculating the actuarially equivalent lump sum payment following termination of the Plans. Ms. Barker and Ms. Watson described various interest rates that could be applied. Discussion ensued regarding the determination of whether 5% is an appropriate interest rate.

Mr. Mendoza discussed the application of a 5% interest rate with respect to determination of a lump sum payout noting that a 5% interest rate is the current rate of an unsecured obligation of the Company. He concluded a 5% interest rate is reasonable since this is the Company's 10 year bond rate and produces a reasonable approximation of the monetary value of the obligation. Mr. Variankaval concurred with Mr. Mendoza conclusion, noting that 5% is the rate at which the Company's 10 year bond is trading and stated that if he was to discount the company's unsecured obligation, 5% would be the discount rate.

Ms. Watson agreed that the 5% interest rate is reasonable. She also noted that the 5% interest rate will be the pre-tax rate that will be used. She stated that the 5% interest rate is the pre-tax rate that would be used in discounting the rate to NCR. A discussion ensued regarding the

determination and use of the pre-tax interest rate, and whether the use of a pre-tax interest rate is a reasonable way of computing the actuarially equivalent lump sum.

Messrs. Mendoza and Variankaval left the meeting.

Mortality Table

The Plan Administrators next discussed whether the mortality table set forth in the draft termination resolution is reasonable for purposes of calculating the actuarially equivalent lump sum payment. Ms. Watson discussed the determination of the mortality table to be used to calculate the lump sum amount. A discussion ensued regarding various mortality tables, including the use of a mortality table with a generational improvement factor. The Plan Administrators next discussed the tables the Company has historically used. Discussion arose around certain Plan Administrators' concern about the appropriateness of the table for Plan benefits payable in out years. It was noted that the mortality tables may be revised but it appears it will be several years before the revised tables are adopted for calculating lump sums. Additional discussion arose around certain Plan Administrators' concerns that the mortality table in the draft resolution might yield a lower lump sum for some individuals than the mortality table currently used for valuing optional forms under the Plans. Ms. Watson explained that the table in the resolution is better for most participants than the mortality table currently in the Plans, but that there might be some "losers," especially among older participants and beneficiaries. Mr. Boudreau and Mr. Carroll requested Ms. Watson to provide a mortality table comparison for the Plan Administrators' meeting scheduled for Wednesday, February 20.

Timing of Calculating and Determining Lump Sum Amounts

The Plan Administrators discussed the date to be used in calculating the lump sums and the factors, including years of vested service, and Code section 409A requirements regarding the required delay of lump sum payments for certain participants. Ms. Barker advised the Plan Administrators that it is reasonable to use the same starting date to calculate all lump sum payments, even though a portion of the lump sum payments may not be paid until the Code section 409A required waiting period is satisfied.

There being no further business to come before the Plan Administrators, the meeting was adjourned at approximately 12:00 p.m.

Mary H. Fragola

Secretary

EXHIBIT K

Minutes of the Meeting
of the
Plan Administrator of the
NCR Senior Executive Retirement Death and Disability Plan, as amended; the Retirement Plan for Officers of NCR, as amended; the NCR Officer Plan, as amended; the NCR Nonqualified Excess Plan, as amended; the NCR Supplemental Pension Plan for AT&T Transfers, as amended; and the NCR Mid-Career Hire Supplemental Pension Plan, as amended (collectively, the "Plans")

February 20, 2013

A meeting of the Plan Administrator of the Plans of NCR Corporation (the "Company"), a Maryland corporation, was held on February 20, 2013, beginning at approximately 1:00 PM Eastern Time, in Conference Room WHQ7-533 of the Company's office located at 3097 Satellite Blvd., Duluth, Georgia 30096, pursuant to notice thereof sent to all members of the Plan Administrator committee (the "Committee").

The following individuals, constituting all members of the Committee, were present for all of the meeting:

Present in the room:
John Boudreau
Doug Stover
Pat Carroll
Participating by telephone:
Melinda Higgs
Bo Sawyer

The following individuals were also in attendance by telephone for the entire meeting: Mary Fragola, Senior Corporate Counsel and Assistant Secretary of the Company; and Rosina Barker, outside counsel, Ivins, Phillips & Barker. Ms. Fragola acted as Secretary of the meeting and kept the minutes thereof. Mr. Boudreau called the meeting to order.

Agenda

Mr. Boudreau asked Ms. Fragola to explain that the purpose of the meeting of the Committee is (i) to determine whether the draft termination resolution, proposed by management to be recommended to the Compensation and Human Resource Committee ("CHRC") of the Company's board of directors on February 25, 2013, is permitted under the Plans; (ii) to interpret ambiguous provisions of the draft termination resolution as necessary for administration; and (iii) for certain other purposes.

Before the meeting, Ms. Fragola provided the Committee with copies of minutes of the Committee's meeting of February 18, 2013 (the "February 18 Meeting") at which these issues were discussed. In addition, before the meeting, Laura Watson of Aon Hewitt provided the Committee with a document describing decision points for consideration by the Plan Administrator, and a mortality table analysis requested by the Committee at the February 18 Meeting; and Ms. Barker provided the Committee with draft procedures for claims and appeals under the Plans.

Termination Provisions under the Plans

Ms. Fragola asked the Committee to determine whether the draft termination resolution (distributed to the Committee before the February 18 Meeting) violates the terms of the Plans. Ms. Fragola noted that, at the February 18 Meeting, Ms. Barker advised the Committee that the Plans' terms permit the CHRC to terminate the Plans if the termination does not adversely affect a participant's or beneficiary's accrued benefit under the Plan, or violate certain provisions of Internal Revenue Code ("Code") section 409A. Ms. Barker noted that some of the Plans use different terminology to denote the concept of accrued benefit. Ms. Barker noted that she had also advised that settling annuity benefits by payment of a lump sum is reasonably construed as providing the full accrued benefit under the Plans, provided the lump sum payment is the actuarial equivalent of the annuity benefit.

Mr. Boudreau pointed out that termination is permitted by the Plans, and that terminating an obligation means settling it. Mr. Boudreau asked Ms. Barker to confirm her previous advice that the tax treatment of the benefit is not part of the accrued benefit under the Plan. Ms. Barker confirmed her previous advice. Discussion ensued.

Based on its deliberations of this meeting and the February 18 Meeting, the Committee voted unanimously that the CHRC's resolution to terminate the Plans by settling all benefits as a lump sum payment would not "adversely affect" any accrued benefit if the lump sum is actuarially equivalent to the annuity benefit, using reasonable actuarial assumptions.

On the advice of counsel, the Committee also determined that the resolution to terminate the plans does not violate the relevant provisions of section 409A.

Interest Rate Determination

Ms. Fragola asked the Plan Administrator to determine whether the 5% discount rate set forth in the draft termination resolution is reasonable. The Committee was previously advised by Laura Watson of Aon Hewitt, Mr. Variankaval of JPMorgan, and Mr. Mendoza of Atlas that the 5% and discussed this advice at the February 18 Meeting.

The Committee voted unanimously that the 5% discount rate is reasonable for purposes of valuing the annuity benefits payable under the Plans.

Mortality Table

Ms. Fragola asked the Plan Administrator to determine if the mortality table set forth in the draft termination resolution is reasonable.

As requested by the Committee at the February 18 Meeting, Laura Watson of Aon Hewitt circulated before the meeting an Excel spreadsheet comparing participants' and beneficiaries' lump sum payments under the mortality table (i) in the draft termination resolution and (ii) currently in the Plans.

The Committee discussed the Aon Hewitt Excel spreadsheet. Committee members noted that Aon Hewitt's analysis bears out the Committee's concern, discussed at the February 18 Meeting, that the mortality table in the draft termination resolution is less favorable for some participants and beneficiaries than the Plans' current mortality table.

The Committee voted unanimously, based on Aon Hewitt's analysis and advice, that the mortality table in the revised draft resolution is reasonable. The Committee also agreed unanimously to recommend to management that the draft termination resolution be amended to provide that no lump sum will be less than the lump sum computed using the mortality factors already in the Plans.

Other Interpretive Decisions

Ms. Fragola stated that the Committee must decide how to interpret certain other provision in the draft termination resolution in order to be sure that it is administrable.

Participants in pay status – no death beneficiary. The Committee discussed how to value the lump sum for participants in pay status. Counsel previously advised that the Plans do not allow a death beneficiary except the participant's spouse, provided that the spouse was married to the participant at the time payment commenced. Aon Hewitt previously advised the Committee that, for a participant who has commenced payment and has no death beneficiary, the actuarially equivalent lump sum should be computed on the basis of the single life annuity, and not on a joint life annuity.

The Committee agreed to interpret the draft termination resolution as providing for a lump sum that, for participants in pay status with no death beneficiary, is the actuarial equivalent of the single life annuity.

Participants not in pay status. The draft resolution provides that for participants not in pay status, the lump sum payment is the actuarial equivalent of the "retirement benefit payable on the date determined under the terms of the Plan."

For non-grandfathered participants, Aon Hewitt has recommended valuing the lump sum as the actuarial present value of the annuity payable at the age elected by the participant (or the default date if there is no election). The Committee agreed unanimously that, for non-grandfathered participants not yet in pay status, a reasonable interpretation of the termination resolution is to follow Aon Hewitt's recommendation.

For grandfathered participants not in pay status, the Committee discussed the fact that there is no elected payout date. Mr. Carroll pointed out that for this group the meaning of "retirement benefit payable on the date determined under the terms of the Plan" is unclear. Aon Hewitt has recommended valuing the lump sum as the actuarial present value of the annuity payable at age 62.

Mr. Carroll pointed out that any other interpretation might "adversely affect" the participant's accrued benefit under the Plan. This is because, absent the termination, the Participant would have the right to defer commencement of payment until age 62 — the earliest age when benefits can first commence on a fully unreduced basis under the Plans' terms.

The Committee agreed unanimously that for grandfathered participants not yet in pay status, a reasonable interpretation of the termination resolution is to follow Aon Hewitt's recommendation.

Non-vested participants not yet age 55. Aon Hewitt has recommended valuing the lump sum of participants in this category based on the annuity beginning at the commencement date elected by each participant under the Code section 409A transition elections (or default rule for

participants who made no election), and treating them as having attained age 55 for purposes of vesting and eligibility to receive an unreduced benefit at age 62 (and reductions from age 62 rather than age 65).

The Committee agreed unanimously that for participants in this category, a reasonable interpretation of the termination resolution is to follow Aon Hewitt's recommendation.

Other decisions

The Committee discussed whether delay would adversely affect the accrued benefit unless the lump sum payment was adjusted for interest. The Committee agreed unanimously that a reasonable interest rate to compensate for the delayed payment is 5%.

The Committee discussed whether periodic payments could commence after the February 25, 2013, termination date. Mr. Carroll pointed out that the Plans terminate effective as of that date, so no new elections should be allowed after that date. Ms. Barker advised that IRS regulations under Code section 409A permit a terminated plan to continue scheduled periodic payments until the lump sum payment date. The Committee agreed unanimously to give effect to distribution elections made on or before the February 25, 2013, termination date, and that periodic payments would continue pursuant to such elections until the lump sum payment date.

Claims Procedures

Before the meeting, Ms. Barker circulated a draft claims and appeals procedures for the Plans. Mr. Sawyer recommended adoption of these procedures, subject to the understanding that counsel would fill in missing contact information, and make other ministerial changes for readability. The Committee voted unanimously to adopt the claims and appeals procedures under the conditions recommended by Mr. Sawyer.

Minutes of February 18 Meeting

Before the meeting Ms. Fragola circulated the draft minutes of the February 18 Meeting. The minutes of the February 18 Meeting were approved unanimously by the Committee.

There being no further business to come before the Committee, the meeting was adjourned at approximately 3:30 p.m.

Mary H. Fragola
Secretary

EXHIBIT L

NCR SERP Plan Administrator
Project Connor: Plan Administrator Assumptions and Decisions Regarding Calculation of Lump Sums

Termination Date: February 25, 2013
Settlement Date: June 1, 2013
Payment Dates: June 7, 2013 for 409A Grandfathered (GF) Participants and April 25, 2014 for Non-Grandfathered (NGF) Participants

Calculation Methodology

- Last regular annuity payment will be May 31, 2013 (GF) and April 18, 2014 (NGF)
- All benefits will be valued as of the Settlement Date with interest to the Payment Dates
- Delay in actual wire transfers (checks) of less than 14 days will be considered typical administrative delay and drive no additional interest

Mortality Table

- Retirement Plans 2000 White Collar Mortality Table, projected generationally using Scale AA, and made unisex using a weighting reflective of the current SERP population (80% male/20% female for primary payees)
- As is standard practice, the opposite gender weighting will be used for beneficiaries of existing annuitants
- The final lump sum will be no less than the lump sum calculated using the 2013 417(e) mortality table used for optional forms of payment within some of the nonqualified plans in place of the table above
- **Reasoning**
  - » Selected basis and minimum calculation are required by Termination Resolution; Plan Administrator has no discretion to decline to use unless unreasonable
  - » Selected basis is reasonable because it is reflective of executive population (white collar mortality; 80% male; generational mortality improvement) and current valuation practices
  - » The 417(e) mortality table is reasonable because it is used for alternate forms of payment under some of the executive plans, thus, forms a reasonable minimum basis

Interest Rate Basis

- 5% per year
- For participants (active or deferred) with lump sum amounts calculated to be less than the 402(g) limit for 2013 ($17,500), the minimum lump sum basis described in the plan will be used to determine the lump sum
- Minimum basis is the PensionPlus assumptions from the NCR Pension Plan: 2013 417e mortality table and the November 2012 417e segment rates
- If minimum basis amount exceeds the 402(g) limit, the minimum is not applicable
- **Reasoning**
  - » 5% is required by Termination Resolution; Plan Administrator has no discretion to decline to use unless unreasonable. It is reasonable because
    - »» Rate reflects the unsecured nature of nonqualified plan benefits
    - »» Rate is consistent with NCR's long-term debt rate
    - »» Rate represents the rate used to discount unsecured cashflows for NCR
    - »» Rate is printed on 10-year bond; any other information from banks is 5%+
    - »» Duration of plan is 9.74 years, which is longer than that of a 10-year coupon bond

Amount of Benefit and Form of Payment for Employees Currently in Pay ([redacted] 409A Grandfathered participants; [redacted] 409A Nongrandfathered participants)

- Value the benefit amount in payment using the elected form of payment
- Use data (including the Social Security death master) as of a date just preceding February 25, 2013 to determine whether the participant and spouse are still alive
- Require participants/beneficiaries to confirm status on February 25, 2013 (alive or dead, married or single) as the basis for the lump sum

Deferral Age and Form for Lump Sum Calculations for 409A Non-Grandfathered Deferred and Active Participants ([redacted] participants: [redacted] SERP, [redacted] Excess, [redacted] MCH benefits)

- Reflect the 409A elections as to timing of benefit (or current age, if participant is beyond elected commencement age)
  - » In some cases, the deferral date is prior to 6/1/2013 or associated with a future termination date
    If participant is still employed at NCR or Teradata and is over age 62, use 6/1/2013 for deferral date
    If participant is still employed at NCR or Teradata and is under age 62, use age 62 for deferral date
- Reflect single life annuity form of payment as optional forms are all actuarially equivalent
  - »» Use actual form elected if benefits actually commence prior to 4/25/2014 (i.e. all conditions to commence benefits had been met prior to 2/25/2013 and the elected commencement date precedes 4/25/2014)
- Value PensionPlus benefit as a deferred annuity since that is the only form of payment available to non-grandfathered participants
  - » For participants over age 55 at termination date (or 2/25/2013, if earlier), the annuity is the actuarially equivalent annuity assumed to commence at the 409A BCD
  - » For participants under age 55 at termination date (or 2/25/2013 if earlier), the annuity is the age 65 annuity reduced by 6%/year from age 65 to the 409A BCD
  - » The annuity is determined as follows for participants who are still active on 2/25/2013:
    - »» The 1/1/2013 balance is projected to the assumed termination date (2/25/2013) and converted to a deferred to 65 annuity using the joint and survivor assumptions (5th month preceding the calendar quarter in which the termination (2/25/2013) occurred or August 2012)
    - »» The above annuity is converted back to a lump sum using a deferred to 65 annuity factor based on the Pension Plus Assumptions (417e mortality table for 2013 and the better of the interest rates for the 5th month preceding the calendar quarter (November 2012) or the 5th month preceding the calendar year (August 2012) in which the lump sum determination date falls (6/1/2013)); this lump sum cannot be less than the Excess PensionPlus balance projected to the lump sum determination date (6/1/2013)
    - »» For participants over age 55 at 2/25/2013, the lump sum is converted to an immediate annuity at the 409A BCD using the joint and survivor assumptions (5th month preceding the calendar quarter or November 2012)
    - »» For participants under age 55 at termination, the lump sum is converted to a deferred to age 65 annuity at the 409A BCD using the joint and survivor assumptions (5th month preceding the calendar quarter or November)

Deferral Age and Form for Lump Sum Calculations for 409A Grandfathered Deferred and Active Participants ([redacted] participants under age 65: [redacted] SERP II, [redacted] Excess, [redacted] MCH benefits)

- Reflect deferral to age 62 (or current age, if later) and life annuity form of payment
  - » No existing age/form elections since NQ Plans provide for commencement age and form for grandfathered participants to follow those elected under Qualified Plan at time of commencement
  - » SERP II benefits are unreduced at age 62, regardless of age at termination, and payable as a life annuity or actuarially equivalent optional form

  - » Other NQ Plans follow the NCR Pension Plan rules – unreduced from age 62 if terminate after age 55 or for December 31, 1994 accrued benefit; unreduced at age 65 otherwise. Also payable as a life annuity or actuarially equivalent optional form.
- Reflect PensionPlus lump sum in the lump sum payout since that is the form of payment often elected for PensionPlus
- **Reasoning**
  - » Most consistent with actual 409A elections for non-grandfathered participants
  - » Reflects unreduced age for SERP benefits which account for the bulk of the benefit
  - » Differs from qualified plan offer since lump sum payout is not an option

Treatment of Excess Plan participants Under Age 55 (Non-Grandfathered Participants)

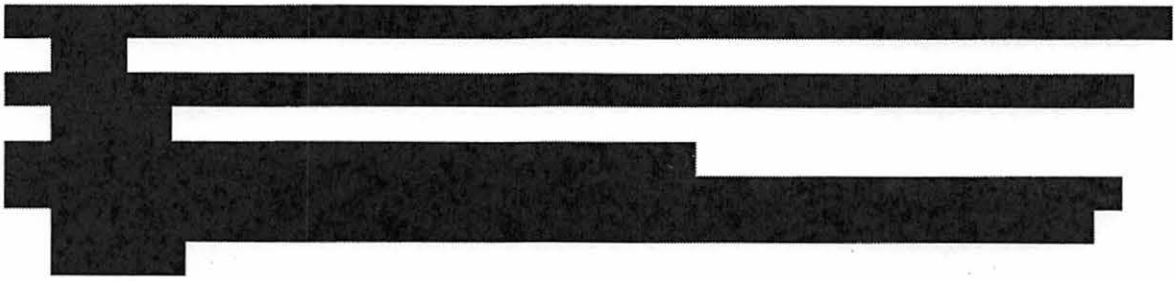
- [redacted]

Treatment of Participants under age 55 with respect to Early Retirement Subsidy (Non-Grandfathered Participants Only (MCH Plan) plus above)

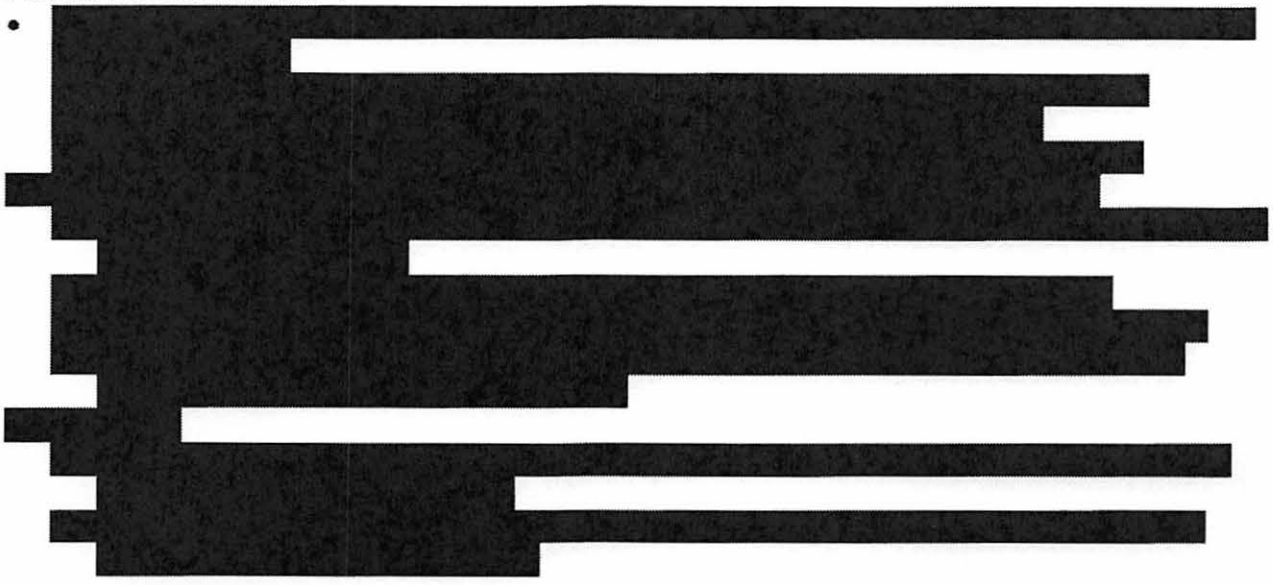
[redacted]

Recoupment

- [redacted]



Future Offsets in SERP I

- 

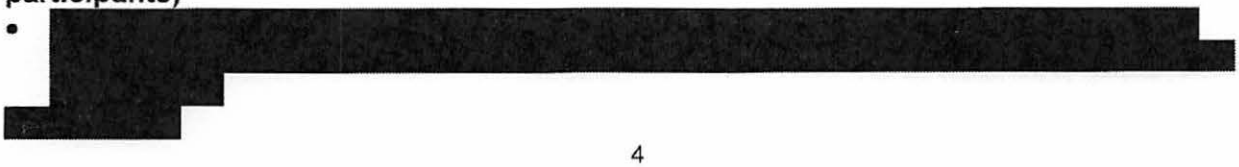
Treatment of back payments for participants who should have previously commenced benefits (GF participants)

- 

Conversion of Benefit currently paid to Spouse of Deceased Retiree with Medical Cost Allowance



Conversion of UK Social Security Benefit Offset from UK pounds to US dollars GF participants)

- 

[redacted]

Determination of Additional Lump Sum payable to an Eligible Spouse under SERP I

- [redacted]

NCR Nonqualified Pension Plan
Supplemental Lump Sum Calculation Information

Present Value Factor Calculation Methodology

The lump sum payable to you is the actuarial equivalent of your annual benefit. The lump sum is calculated as your annual benefit times a present value factor. The present value factor is determined using your age and the mortality and interest rate assumptions described in the attachment. The factor is derived from a complex calculation that first determines the probability that you will survive to each year in the future, and thus the probability that a payment will be made to you in that future year. The calculation then discounts each future payment to the current age by multiplying it times an interest discount factor and the probability you will survive to that age. This calculation is performed at each age from current age to age 120 (mortality tables typically have probabilities of mortality that run out to this age).

The Present Value Factor is calculated for each individual based on the individual's actual age as of June 1, 2013. The table on page 2 shows a factor for each age. The table on page 3, shows the detailed development of the factor for age 70. Each column of the table on page 3 is labeled and the description of each column is included below.

- **Column (A):** the probability of dying at each age under the specified mortality table
- **Column (B)[1]:** the probability of survival to each age. For example, the probability of your survival to age 72 can be calculated as 1.0000*(1-.01552)*(1-.01696) = .96778
- **Column (C):** the interest discount factor at 5.00% from each future age to the age at June 1, 2013
- **Column (D):** annual benefit payable. We have used a benefit of $1.00 in the illustration, but your actual annual benefit amount would be used in your calculation.
- **Column (E):** the present value of each future annual payment amount times the probability that you survive to each age to receive that benefit, discounted back to current age. This is calculated by multiplying Columns (B), (C) and (D) together at each age. The sum of the values in Column (E) represents the present value factor for someone age 70.

Note that the factors shown are for a single life annuity. They also are slightly simplified because the actual annuity calculation considers mortality, discount and likelihood of payment at each future month instead of for a year at a time.

For participants receiving payments in a joint and survivor annuity form, if, as of February 25, you were married to the same spouse to whom you were married on your benefit commencement date, there is also a calculation of an additional lump sum that is actuarially equivalent to the survivor annuity payable to your spouse. In order for the spouse to receive a survivor annuity, he/she must still be alive upon your death so, for the additional lump sum, the factor at each age is based on the probability that you die, the probability that your spouse is still living at that time, his/her probability of surviving to each year thereafter, and the applicable joint and survivor percentage. (If you are a participant in the NCR Senior Executive Retirement Death and Disability Plan, a 75% survivor annuity is payable without your election if your spouse meets the eligibility criteria).

For participants in The Senior Executive Retirement Death and Disability Plan, there is an additional level of complexity in the calculation as the benefit to the spouse is guaranteed for 5 years (meaning that if your spouse dies within 5 years after your death, the payments will continue to your estate until 5 years from your date of death have elapsed).

[1] For any given age, the probability of death (Column A) plus the probability of survival to that age (Column B) will not add to 1 as Column B is cumulative and Column A is the probability of death at each given age.

NCR Experience a new world of interaction

Sample Single Life Annuity Present Value Factors[1]

Age	Factor	Age	Factor	Age	Factor
55	15.630	66	12.393	77	8.391
56	15.378	67	12.059	78	8.013
57	15.119	68	11.719	79	7.640
58	14.850	69	11.370	80	7.271
59	14.571	**70**	**11.014**	81	6.909
60	14.282	71	10.652	82	6.556
61	13.984	72	10.283	83	6.214
62	13.679	73	9.910	84	5.880
63	13.366	74	9.532	85	5.559
64	13.048	75	9.152		
65	12.723	76	8.772		

Assumptions for Present Value Factor Calculation Example

Lump Sum Calculation Date	06/01/2013
Present Value Discount Rate	5.0%
Mortality Table	Mortality Table 1

Mortality Table 1 is the unisex version of the RP-2000 Combined Healthy Mortality Table for White Collar Population with mortality improvements projected generationally using Scale AA

[1] These factors were developed using the assumptions noted above and are shown for sample integral ages. Actual factors used in the lump sum calculation will reflect ages to years and months as of June 1, 2013. For simplicity, we have shown the factors under Mortality Table 1 as that table produces the largest lump sum for most participants. In some cases, the present value factor used to determine your lump sum amount may be higher than the factors shown above if Mortality Table 2 produced a better benefit. Note that these are single life annuity factors and do not include the value of any surviving spouse benefit.

Age 70 Lump Sum Factor Calculation Detail

Age	(A) Probability of Death	(B) Probability of Survival	(C) Interest Discount at 5.00%	(D) Annual Benefit	(E) Present Value
70	0.01552	1.00000	1.00000	1.000	1.000
71	0.01696	0.98448	0.95238	1.000	0.938
72	0.01866	0.96778	0.90703	1.000	0.878
73	0.02052	0.94972	0.86384	1.000	0.820
74	0.02266	0.93024	0.82270	1.000	0.765
75	0.02533	0.90916	0.78353	1.000	0.712
76	0.02802	0.88613	0.74622	1.000	0.661
77	0.03157	0.86130	0.71068	1.000	0.612
78	0.03551	0.83411	0.67684	1.000	0.565
79	0.04000	0.80449	0.64461	1.000	0.519
80	0.04505	0.77231	0.61391	1.000	0.474
81	0.05111	0.73752	0.58468	1.000	0.431
82	0.05799	0.69982	0.55684	1.000	0.390
83	0.06443	0.65924	0.53032	1.000	0.350
84	0.07305	0.61676	0.50507	1.000	0.312
85	0.08132	0.57171	0.48102	1.000	0.275
86	0.09053	0.52522	0.45811	1.000	0.241
87	0.10335	0.47767	0.43630	1.000	0.208
88	0.11741	0.42830	0.41552	1.000	0.178
89	0.13054	0.37802	0.39573	1.000	0.150
90	0.14780	0.32867	0.37689	1.000	0.124
91	0.16112	0.28009	0.35894	1.000	0.101
92	0.17990	0.23496	0.34185	1.000	0.080
93	0.19516	0.19269	0.32557	1.000	0.063
94	0.20900	0.15509	0.31007	1.000	0.048
95	0.22979	0.12267	0.29530	1.000	0.036
96	0.24806	0.09449	0.28124	1.000	0.027
97	0.26278	0.07105	0.26785	1.000	0.019
98	0.28509	0.05238	0.25509	1.000	0.013
99	0.29767	0.03745	0.24295	1.000	0.009
100	0.30953	0.02630	0.23138	1.000	0.006
101	0.33587	0.01816	0.22036	1.000	0.004
102	0.34825	0.01206	0.20987	1.000	0.003
103	0.35964	0.00786	0.19987	1.000	0.002
104	0.36941	0.00503	0.19035	1.000	0.001
105	0.37693	0.00317	0.18129	1.000	0.001
106	0.38156	0.00198	0.17266	1.000	0.000
107	0.38455	0.00122	0.16444	1.000	0.000
108	0.38749	0.00075	0.15661	1.000	0.000
109	0.39031	0.00046	0.14915	1.000	0.000
110	0.39292	0.00028	0.14205	1.000	0.000
111	0.39525	0.00017	0.13528	1.000	0.000
112	0.39720	0.00010	0.12884	1.000	0.000
113	0.39870	0.00006	0.12270	1.000	0.000
114	0.39966	0.00004	0.11686	1.000	0.000
115	0.40000	0.00002	0.11130	1.000	0.000
116	0.40000	0.00001	0.10600	1.000	0.000
117	0.40000	0.00001	0.10095	1.000	0.000
118	0.40000	0.00000	0.09614	1.000	0.000
119	0.40000	0.00000	0.09156	1.000	0.000
120	1.00000	0.00000	0.08720	1.000	0.000
			Age 70 Present Value Factor		**11.014**

JS44 (Rev. 1/13 NDGA)

CIVIL COVER SHEET

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

JON HOAK, ANTHONY FANO, and ALLAN QUICK, on behalf of themselves and all those similarly situated

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)

ANDREA LEDFORD; COMPENSATION AND HUMAN RESOURCE COMMITTEE OF NCR CORPORATION BOARD OF DIRECTORS; NCR CORPORATION; and the PLAN ADMINISTRATOR OF THE PLANS OF NCR CORPORATION

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Jeffrey O. Bramlett - bramlett@bmelaw.com
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1201 W Peachtree St, NW
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ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION
(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. GOVERNMENT PLAINTIFF
- ■ 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
- ☐ 2 U.S. GOVERNMENT DEFENDANT
- ☐ 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES
(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(FOR DIVERSITY CASES ONLY)

PLF	DEF		PLF	DEF	
☐ 1	☐ 1	CITIZEN OF THIS STATE	☐ 4	☐ 4	INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE
☐ 2	☐ 2	CITIZEN OF ANOTHER STATE	☐ 5	☐ 5	INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE
☐ 3	☐ 3	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	☐ 6	☐ 6	FOREIGN NATION

IV. ORIGIN (PLACE AN "X "IN ONE BOX ONLY)

■ 1 ORIGINAL PROCEEDING ☐ 2 REMOVED FROM STATE COURT ☐ 3 REMANDED FROM APPELLATE COURT ☐ 4 REINSTATED OR REOPENED ☐ 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) ☐ 6 MULTIDISTRICT LITIGATION ☐ 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

(IF COMPLEX, CHECK REASON BELOW)

- ☐ 1. Unusually large number of parties.
- ☐ 2. Unusually large number of claims or defenses.
- ☐ 3. Factual issues are exceptionally complex
- ☐ 4. Greater than normal volume of evidence.
- ☐ 5. Extended discovery period is needed.
- ☐ 6. Problems locating or preserving evidence
- ☐ 7. Pending parallel investigations or actions by government.
- ■ 8. Multiple use of experts.
- ☐ 9. Need for discovery outside United States boundaries.
- ☐ 10. Existence of highly technical issues and proof.

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT $_____ APPLYING IFP _____ MAG. JUDGE (IFP)_____

JUDGE_____ MAG. JUDGE_____ NATURE OF SUIT_____ CAUSE OF ACTION_____
(Referral)

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK
- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- ☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK
- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 151 MEDICARE ACT
- ☐ 160 STOCKHOLDERS' SUITS
- ☐ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY
- ☐ 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK
- ☐ 210 LAND CONDEMNATION
- ☐ 220 FORECLOSURE
- ☐ 230 RENT LEASE & EJECTMENT
- ☐ 240 TORTS TO LAND
- ☐ 245 TORT PRODUCT LIABILITY
- ☐ 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK
- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- ☐ 365 PERSONAL INJURY - PRODUCT LIABILITY
- ☐ 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- ☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK
- ☐ 370 OTHER FRAUD
- ☐ 371 TRUTH IN LENDING
- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK
- ☐ 422 APPEAL 28 USC 158
- ☐ 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK
- ☐ 441 VOTING
- ☐ 442 EMPLOYMENT
- ☐ 443 HOUSING/ ACCOMMODATIONS
- ☐ 444 WELFARE
- ☐ 440 OTHER CIVIL RIGHTS
- ☐ 445 AMERICANS with DISABILITIES - Employment
- ☐ 446 AMERICANS with DISABILITIES - Other
- ☐ 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK
- ☐ 462 NATURALIZATION APPLICATION
- ☐ 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK
- ☐ 463 HABEAS CORPUS- Alien Detainee
- ☐ 510 MOTIONS TO VACATE SENTENCE
- ☐ 530 HABEAS CORPUS
- ☐ 535 HABEAS CORPUS DEATH PENALTY
- ☐ 540 MANDAMUS & OTHER
- ☐ 550 CIVIL RIGHTS - Filed Pro se
- ☐ 555 PRISON CONDITION(S) - Filed Pro se
- ☐ 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK
- ☐ 550 CIVIL RIGHTS - Filed by Counsel
- ☐ 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK
- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- ☐ 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK
- ☐ 710 FAIR LABOR STANDARDS ACT
- ☐ 720 LABOR/MGMT. RELATIONS
- ☐ 740 RAILWAY LABOR ACT
- ☐ 751 FAMILY and MEDICAL LEAVE ACT
- ☐ 790 OTHER LABOR LITIGATION
- ☑ 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK
- ☐ 820 COPYRIGHTS
- ☐ 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK
- ☐ 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK
- ☐ 861 HIA (1395ff)
- ☐ 862 BLACK LUNG (923)
- ☐ 863 DIWC (405(g))
- ☐ 863 DIWW (405(g))
- ☐ 864 SSID TITLE XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK
- ☐ 870 TAXES (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK
- ☐ 375 FALSE CLAIMS ACT
- ☐ 400 STATE REAPPORTIONMENT
- ☐ 430 BANKS AND BANKING
- ☐ 450 COMMERCE/ICC RATES/ETC.
- ☐ 460 DEPORTATION
- ☐ 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- ☐ 480 CONSUMER CREDIT
- ☐ 490 CABLE/SATELLITE TV
- ☐ 891 AGRICULTURAL ACTS
- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 895 FREEDOM OF INFORMATION ACT
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES
- ☐ 890 OTHER STATUTORY ACTIONS
- ☐ 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK
- ☐ 410 ANTITRUST
- ☐ 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK
- ☐ 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

■ **CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23** **DEMAND $**_____

JURY DEMAND ☐ **YES** ■ **NO** **(CHECK YES ONLY IF DEMANDED IN COMPLAINT)**

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE_____ **DOCKET NO.**_____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- ☐ **1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.**
- ☐ **2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.**
- ☐ **3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.**
- ☐ **4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.**
- ☐ **5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.**
- ☐ **6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):**
- ☐ **7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO.** **, WHICH WAS DISMISSED. This case** ☐ **IS** ☐ **IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.**

/s/ Timothy S. Rigsbee — November 16, 2015

SIGNATURE OF ATTORNEY OF RECORD **DATE**