

B&W Conversion Services, LLC

Pension Plan for Grandfathered Employees

Effective March 29, 2011

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Preamble

Effective January 1, 2006, Uranium Disposition Services, LLC (herein after referred to as "UDS") established the Uranium Disposition Services, LLC Pension Plan for Grandfathered Employees ("the UDS Plan"). Eligibility to participate in the UDS Plan was designed to benefit "Grandfathered Employees" (see original BJC Plan definition below under Article 1) who came to work for UDS on the Depleted Uranium Hexafluoride (DUF6) Conversion Project under the following circumstances:

- (A) Under the UDS Plan any employee who was hired by UDS and who was at the time of hire participating in the Multiple Employer Pension Plan (MEPP) sponsored on behalf of the Department of Energy ("DOE") by the Bechtel Jacobs Company, LLC or the then current Infrastructure Contractor at the Portsmouth, Ohio or Paducah, Kentucky sites, or was working for the United States Enrichment Corporation ("USEC"), and was eligible to participate in the MEPP under the terms of the May 1, 2004 Bechtel Jacobs Company, LLC ("BJC") / Paper, Allied-Industrial, Chemical, Energy Workers Union (PACE) Collective Bargaining Agreement (CBA) (s) (including the Addendum) at Portsmouth Ohio, and the July 31, 2001 BJC/PACE CBA (including the Addendum) at Paducah Kentucky was eligible to participate in the UDS Plan designed to mirror the BJC sponsored MEPP benefits existing at the time the UDS Plan was created.
- (B) Any United Steel Workers (USW) employee hired by UDS who were not eligible to participate in the MEPP under the terms of the May 1, 2004 BJC/PACE CBA (including the Addendum) at Portsmouth or the July 31, 2001 BJC/PACE CBA including the (Addendum) at Paducah) were not eligible to participate in the UDS Plan.
- (C) All USW represented employees who were not eligible to participate in the Define Benefit Pension Plan received from UDS a 5.8% per year profit sharing contribution to their Uranium Disposition Services, LLC 401(K) Plan. This contribution was an amount equal to 5.8% of the applicable hourly wage for every hour worked for UDS. Vesting in this Profit Sharing contribution was immediate. This 5.8% contribution by UDS was in addition to the 4.0% 401(K) Plan matching component that was available to all UDS eligible employees.
- (D) All UDS salaried employees who were not eligible to participate in the UDS Plan received from UDS a 2.5% per year profit sharing contribution to their Profit Sharing Plan. Vesting in this Profit Sharing component was immediate. This 2.5% contribution by UDS was in addition to the 4.0% 401 (K) Plan matching component which was available to all UDS employees.

To the extent practicable, as of January 1, 2006, the provisions of the UDS Plan were intended to mirror the provisions of the BJC Plan, as in effect on January 1, 2002, except that it has been established as a single employer sponsored plan and eligibility for the UDS Plan was based on the premises stated in this preamble which reflect the intent of DOE to maintain the Grandfathered Employee status of the employees who transitioned to UDS or were hired by UDS. UDS anticipates that assets held in the BJC Plan on behalf of Grandfathered Employees who were hired

by UDS will be transferred to this Plan, along with related liabilities, as soon as administratively practicable. In addition, UDS initiated discussions with USEC and the DOE to try to negotiate an asset transfer agreement for any former USEC employee hired by UDS who was participating in the BJC MEPP at the time of hire by UDS or is eligible to join the MEPP as a USW who maintained his or her Grandfathered Employee status according to the BJC current definition. On or after the transfer date, the transferred assets, together with the assets of the UDS Plan will constitute a Single Employer Defined Benefit Plan within the meaning of the Internal Revenue Code Section 414(j).

As did the BJC MEPP, the UDS Plan consists of two parts: the Non-Contributory Part (defined benefit) and the Contributory Part (defined contribution and profit sharing components of a 401(K) Plan).

Effective March 29, 2011, B&W Conversion Services, LLC (“BWCS”) became the Plan Sponsor of the UDS Plan, which shall hereafter be known as the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees. Unless otherwise provided herein, all the provisions of this Preamble and the Plan shall continue to apply to employees who transition their employment from UDS to BWCS, as well as to those employees hired by BWCS on or after March 29, 2011, and who otherwise satisfy the applicable eligibility criteria under this Preamble. With respect to the 401(k) Plan referenced in subsection (C) and the profit-sharing Plan referenced in subsection (D), BWCS shall be substituted as the plan sponsor in place of UDS.

Article 1 Definitions

The definition of a Grandfathered Employee participating in the BJC sponsored MEPP or the USEC Defined Benefit Plan is as follows:

Section 1.1 Original Definition of a Grandfathered Employee Participating in the BJC Sponsored MEPP or the USEC Defined Benefit Plan

The individual was either: (1) an employee of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, or Lockheed Martin Energy Research (collectively, referred to as "LM") on March 31, 1998; or (2) a bargaining unit member of the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO ("PACE") (at the East Tennessee Technology Park) who was on the LM recall list on March 31, 1998; or (3) a bargaining unit member of the Atomic Trades and Labor Council ("ATLC") (at the Oak Ridge National Laboratory or Y-12 Plant), or PACE (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who was either an LM employee, a United States Enrichment Corporation ("USEC") employee, or on the LM or USEC recall list on the date of the applicable Bargaining Unit Transition Agreement; and the individual was either: (1) subsequently employed by the Bechtel Jacobs Company, LLC ("BJC") or its first-tier or second-tier subcontractors for work under the Contract prior to April 1, 2000; or (2) a USEC employee (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who transitions directly to the Contractor or its first-tier or second-tier subcontractors for work under the BJC Contract after March 31, 2000; or (3) a former USEC employee (at the Portsmouth Gaseous Diffusion Plant or Paducah Gaseous Diffusion Plant) who received an involuntary reduction-in-force after March 31, 2000, and was subsequently hired by the BJC or its first-tier or second-tier subcontractors for work under the Contract before January 1, 2001; or (4) covered by an applicable Bargaining Unit Transition Agreement for which no employment deadline is specified.

Section 1.2 Termination of Grandfathered Employee Rights to Participate in the BJC MEPP (Revised January 2002)

An employee who incurs a break in service of any length continues as a Grandfathered Employee upon reemployment by the Contractor under the Contract; except that a Grandfathered Employee whose employment is terminated after December 31, 2000, for any reason other than a reduction-in-force, forfeits his or her Grandfathered Employee status and will not be a Grandfathered Employee if reemployed by the Contractor or any of its first-tier or second-tier subcontractors under the BJC Contract.

Section 1.3 Grandfathered Employee Rights to Participate in the BWCS Sponsored Defined Benefit Plan

Grandfathered employees who are hired by BWCS directly from a Grandfathered Employee status from the Infrastructure or Remediation Contractors or their 1st or 2nd Tier Subcontractors, all union employees who have Grandfathered Employee status who are working for USEC and transition to or are hired by BWCS are not considered to have forfeited his or her Grandfathered Employee status and will remain eligible to participate in this plan.

Section 1.4 *References to the "Contract"*

Under the BWCS Single Employer Sponsored Defined Benefit Plan, the "Contract" refers to the Department of Energy Contract between the DOE and BWCS.

Section 1.5 *References to DOE-PPPO*

References to DOE-PPPO mean Department of Energy-Paducah Portsmouth Project Office located in Lexington, Kentucky.

Section 1.6 *Accrued Benefit*

Accrued Benefit shall mean the Participant's benefit determined under Section 5.1 and Section 5.3, except as otherwise specifically provided, expressed in the form of an annual benefit commencing at Normal Retirement Age. If assets are transferred from the BJC Plan, the USEC, or an Oak Ridge Contractor Plan to this Plan in connection with a Grandfathered Employee's employment with the Company, Employee's benefits will not be less under this Plan than under the Lockheed Martin Energy Systems ("LMES") Plan, Other Employer Plan or Oak Ridge Contractor Plan, as applicable, as of the date immediately preceding the date such individual commences employment with the Company. In addition, in no event will a Participant's Accrued Benefit be less than the benefit provided by his or her employee contributions.

Section 1.7 *Actuarial Equivalent or Actuarial Value*

Actuarial Equivalent or Actuarial Value shall mean a benefit of equal value to any other benefit based on consistently applied reasonable actuarial assumptions adopted by the Plan Sponsor and as set forth in the tables annexed hereto which are hereby incorporated in and made a part of the Plan or as expressly provided for herein. Notwithstanding the foregoing, the actuarial increase provided to a Participant who properly elects to delay payment of his benefit past April 1 of the calendar year in which the Participant attains age 70-1/2 will satisfy the following criteria: (i) the increase will be based on a 6% interest rate and the TPF&C 1971 forecast mortality table with a one-year setback from male ages for unisex factors, (ii) the increase will be applied for the period starting on the April 1 following the calendar year in which the Participant attains age 70-1/2 and ending on the date on which benefits commence after retirement in an amount sufficient to satisfy Code Section 401(a)(9), and (iii) the increase will be the smallest increase that satisfies the requirements of IRS Notice 97-75.

Section 1.8 *Actuary*

Actuary shall mean the individual enrolled actuary, or firm including one or more enrolled actuaries, selected by the Plan Sponsor to provide actuarial services in connection with the administration of the Plan.

Section 1.9 Affiliate

Affiliate shall mean a company and any trade or business, whether or not incorporated, which during such year is considered to be a single participating employer with the Company under Code Section 414(b), (c), (m) or (o). Solely for purposes of the Code Section 415 limitations, the term "Affiliate" means each corporation, trade or business, or other entity that would be an Affiliate if the phrase "more than 50%" is substituted for the phrase "at least 80%" each place it appears in Code Section 1563(a)(1).

Section 1.10 Age

Age shall mean the age attained by a Participant on the birthday coincident with or next prior to the date as of which the age of the Participant is to be determined, except at otherwise provided for herein.

Section 1.11 Annuity Starting Date

Annuity Starting Date shall mean the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity the first day on which all events have occurred which entitle the Participant to such benefit.

Section 1.12 Applicable Election Period

Applicable Election Period shall mean (a) in the case of the Qualified Joint and Survivor Annuity, the 90 day period ending on the Annuity Starting Date; or (b) in the case of the Qualified Pre-retirement Survivor Annuity, the period which begins on the first day of the Plan Year in which the Participant attains age 35 and ends on the date of the Participant's death. If a Participant incurs a Termination of Employment and is not otherwise entitled to a Retirement Benefit, then there is no Applicable Election Period with respect to such Participant.

Section 1.13 Asset Transfer Agreement

Asset Transfer Agreement shall mean an agreement between BWCS, UDS, BJC, DOE and the USEC, as applicable, that is subject to Department of Energy approval, and which defines the extent to which (i) service recognized under the defined benefit plan maintained by one party to the agreement will be recognized under the defined benefit pension plan maintained by the other party to the agreement and (ii) assets and liabilities with regard to benefits accrued under the defined benefit plan maintained by one party to the agreement will be transferred to the defined benefit pension plan maintained by the other party to the agreement. Each Asset Transfer Agreement providing for the transfer of assets and liabilities to the Plan is described in Appendix B, which amends the Plan as applied to the affected Participants. In the event of a conflict between the provisions of Appendix B and the Plan, the terms of Appendix B will control.

Section 1.14 Average Monthly Compensation

Average Monthly Compensation is the greater of (i) 1/36th of Compensation for the three full calendar years in which a Participant's Compensation was greatest during the 10 full calendar years next preceding the date of retirement; and (ii) 1/36th of Compensation for the 36 full calendar months next preceding the date of retirement; provided that for purposes of this calculation the Compensation (as defined in Section 1.22) received in any calendar month within the third preceding calendar year shall be the total Compensation received in such year divided by the number of months worked in such year.

Section 1.15 Beneficiary

Beneficiary shall mean the person, persons or estate entitled under Article 6 to receive any benefit under the Plan upon the death of a Participant.

Section 1.16 Board of Directors

Board of Directors shall mean the Board of Directors of BWCS.

Section 1.17 Break in Service Period

Break in Service Period shall mean a period of at least 12 months after an Employee's Severance from Service Date during which such Employee does not perform at least one Hour of Service for the Company.

Section 1.18 Code

Code shall mean the Internal Revenue Code of 1986, as from time to time amended and in effect at the time of reference, and any valid regulation promulgated there under.

Section 1.19 Committee

Committee shall mean the administrative committee appointed under Article 13.

Section 1.20 Company

Company shall mean, prior to March 29, 2011, UDS administering this Plan under its Contract DE-AC05-02OR22717 with the DOE. On and after March 29, 2011, Company shall mean BWCS administering this Plan under its contract with the DOE.

Section 1.21 Company Service Credit

Company Service Credit is the sum of (A) Company Service Credit earned under the LMES Plan with respect to any portion of the Employee's Accrued Benefit for which assets and liabilities were transferred to the BJC Plan from the LMES Plan consistent with (i) procedures developed by LMES and BJC in connection with the establishment of the BJC Plan, (ii) the terms of an Asset

Transfer Agreement described in Appendix B or (iii) the terms of Section 11.2 applicable to an Oak Ridge Contractor; plus (B) Company Service Credit recognized under an Oak Ridge Contractor Plan with respect to any portion of the Employee's Accrued Benefit for which assets and liabilities are transferred to the Plan from the Oak Ridge Contractor Plan, as described in Section 11.2; plus (C) Company Service Credit earned by a Grandfathered Employee with regard to employment with BJC or its first-tier or second-tier subcontractors on and after April 1, 1998, but only to the extent performed while on a Staffing Plan or employed by the contractor; plus (D) Company Service Credit earned by the Employee that is recognized under an Other Employer Plan to the extent consistent with the terms of an Asset Transfer Agreement described in Appendix B; plus (E) to the extent not described in clauses (A) through (D), service earned by an individual that is recognized under the USEC Plan provided the individual is a Grandfathered Employee and participating in the MEPP determined as of the date the individual becomes an Employee of the Company. Company Service Credit for employment under this Plan on and after June 27, 2005 shall be determined under the following rules:

- (a) In case of absence caused by temporary suspension of work or a Leave of Absence that is authorized by the Company, and does not exceed three months, employment shall be considered as continuous without any reduction for such absence. However, in case such absence exceeds three months, the period of absence in excess of three months shall not be considered as Company Service Credit unless Company Service Credit is otherwise authorized by the Company for such period. If an Employee who is thus absent fails to return to work when able to do so, and at the time designated by the Company, such Employee shall be considered as voluntarily terminating such Employee's employment and such Employee's Company Service Credit shall end as of the date on which the Employee last worked.
- (b) In case of rehire or reinstatement subsequent to discharge for cause or resignation at the request of the Company, Company Service Credit will be given for service with a Company only since the last date of rehire or reinstatement by a Company, unless Company Service Credit is otherwise authorized by the Company for any period prior to such rehire or reinstatement.
- (c) If any Employee receives salary, commissions, or wages from the Company or any Affiliate sponsoring or maintaining a qualified defined benefit plan during the period that such Employee is on maternity or paternity leave, such Employee will not be deemed to have separated from service for purposes of this Section 1.21. However, with regard to maternity leave, if a physician selected by the Company thereafter determines that such Employee is physically capable of returning to work, and such Employee refuses to return, such Employee shall be considered as having voluntarily terminated the Employee's employment, and such Employee's Company Service Credit shall end as of the date on which such Employee was medically capable of returning to employment.

- (d) Notwithstanding any provision in this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).
- (e) If, after June 27, 2005, a Grandfathered Employee is rehired by the Company to perform services covered by its U.S. Department of Energy Contract, his or her Company Service Credit earned as of his or her most recent termination will be immediately restored, regardless of the length of service prior to any break in service or the length of the break in service.
- (f) Notwithstanding the foregoing, effective for Company Service Credit earned on or after April 1, 1998, Company Service Credit does not include service that can be disregarded under DOL Regulation 29 CFR Section 2530.210 (e.g., service with an employer prior to the date that employer has adopted the Plan and noncontiguous, non-covered service).

Section 1.22 Compensation

Compensation shall mean the straight-time portion of compensation (including shift differential or shift premium, hourly COLA, incentive pay funded through the Salary Increase Fund and executive incentive compensation) received from the Company for the established regular working schedule of the Employee, determined prior to any reduction in such rate of compensation for any contribution made on behalf of such Employee to a 401(k) plan or a cafeteria plan (within the meaning of Code Section 125) maintained by a Company. A Participant's Compensation in excess of \$210,000 (indexed) shall not be taken into account. Such limit shall be adjusted as described in Code section 401(a)(17)(B). The determination of the Committee as to what constitutes Compensation under this Section 1.22 shall be conclusive. For purposes of this definition of Compensation, the phrase "incentive pay funded through the Compensation Increase Fund" includes lump sum non-base merit in lieu of base merit increases ("Merit Increases") paid by a Company and lump sum variable pay ("Variable Pay") paid by a Company. In addition, for purposes of this definition, "Compensation Increase Fund" refers to the Compensation Increase Plan, if any, outlined in the DOE Contract with BWCS, as it may be properly amended (in writing) from time to time. The Compensation Increase Plan also includes "Spot Performance Recognition Awards" and "Promotional and Adjustment Increases".

With respect to a Subcontractor, the preceding definitions of Merit Increases and Variable Pay shall include salary and pay actions authorized by a Subcontractor only if those salary and pay actions are substantially similar to Merit Increases and Variable Pay authorized by BWCS.

Compensation also shall include similar amounts received for services for which the Participant accrued a benefit under an Other Employer Plan or an Oak Ridge Contractor Plan, as applicable, (A) to the extent necessary to satisfy the conditions of an Asset Transfer Agreement included in Appendix B or (B) to the extent such Compensation is attributable to service taken into account as Company Service Credit under this Plan. If records on such amounts are not available from LMES, an Other Employer or an Oak Ridge Contractor, as applicable, the Participant may provide the Committee with documentation of his or her actual earnings history attributable to service for

which the Participant accrued a benefit under the LMES Plan, an Other Employer Plan or an Oak Ridge Contractor Plan, as applicable. If such documentation is not made available by the Participant, the Committee or its delegate shall determine the method for approximating such amounts.

Section 1.23 Contract

Prior to March 29, 2011, Contract shall mean DOE Contract DE-AC05-020R22717 with UDS. On and after March 29, 2011, Contract shall mean the DOE contract with BWCS for the operation of the DUF6 facilities at its Portsmouth and Paducah sites.

Section 1.24 Contributory Part

Contributory Part of the Plan shall mean the part that, under the Restated Retirement Program Plan for Employees of Martin Marietta Energy Systems, Inc., was evidenced by contracts with the Metropolitan and Prudential Insurance companies (closed to new participants since July 1, 1969).

Section 1.25 Credited Service

Credited Service shall mean, for any Employee, such Employee's Company Service Credit. However, effective April 1, 1998, for purposes of determining whether a Participant has a vested right to the Participant's Accrued Benefit, in any case where it will produce a result more favorable to the Employee, an Employee's Credited Service shall be the sum of (A) an Employee's Credited Service earned under the LMES Plan, with respect to any portion of the Employee's Accrued Benefit for which assets and liabilities are transferred to this Plan from the LMES Plan consistent with procedures developed by LMES and Bechtel Jacobs Company LLC in connection with the establishment of the Plan or consistent with an Asset Transfer Agreement described in Appendix B; plus (B) Credited Service earned by the Employee that is recognized under an Other Employer Plan to the extent consistent with the terms of an Asset Transfer Agreement described in Appendix B, plus (C) Credited Service earned by a Grandfathered Employee with regard to employment with a Company on and after April 1, 1998 determined as follows:

- (a) Credited Service shall be the total of the period of elapsed time which begins as of the date an Employee first performs an Hour of Service with the Company or an Affiliate and, except as otherwise provided in this Section 1.25, ends as of such Employee's Severance from Service Date. If an Employee performs an Hour of Service with the Company within 12 months of the date the Employee quits, Retires, is discharged, or is first absent for any other reason, such Employee shall be deemed not to have severed such Employee's service due to such quit, Retirement, discharge or absence.

- (b) Credited Service shall be the aggregate of all an Employee's periods of Credited Service, provided that such Employee's periods of Credited Service before and after a Period of Severance shall be aggregated only when such Employee has a non-forfeitable right to part or all of his Accrued Benefit prior to the Period of Severance or when (A) an Employee's number of consecutive one-year Periods of Severance is either (1) less than the number of the Employee's years of Credited Service prior to such Period of Severance, or (2) equals or exceeds the number of the Employee's years of Credited Service prior to such Period of Severance, and is less than five; and (B) such Employee has at least one year of Credited Service after such Period of Severance.
- (c) In the case of a Participant who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service Period. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Participant, (2) by reason of the birth of a child of the Participant, (3) by reason of the placement of a child with the Participant in connection with the adoption of such child by such Participant, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. However, a Participant shall not be credited with Credited Service under this paragraph (c) unless such Participant furnishes to the Company such timely information as the Company may require to establish that the absence from employment is for the reasons described above and to establish the number of days for which there was such an absence.
- (d) Notwithstanding the foregoing, effective for Credited Service earned on or after April 1, 1998, Credited Service does not include service that can be disregarded under DOL Regulation 29 CFR Section 2530.210 (e.g., service with an employer prior to the date that employer has adopted the Plan and noncontiguous, non-covered service).

Section 1.26 *Deferred Retirement Benefit*

Deferred Retirement Benefit shall mean the monthly pension to which a Participant becomes entitled upon attaining the Participant's Deferred Retirement Date.

Section 1.27 *Deferred Retirement Date*

Deferred Retirement Date shall mean the first day of any month subsequent to a Participant's Normal Retirement Date to which the Participant defers retirement.

Section 1.28 Dependent Child

Dependent Child shall mean a Child of the Participant, whether natural or adopted, including, without limitation, a stepchild or foster child, who has not attained age 23, and who qualifies as a dependent child within the meaning of Code section 152 prior to its amendment by the Working Families Tax Relief Act of 2004. Child shall mean the son or daughter (including stepson or stepdaughter) of the Participant (as determined under local law), whether by blood, whether legitimate or illegitimate, whether born, unborn or posthumous; legally adopted (as determined under local law, whether domestic or foreign); or a foster child, but only until such individual attains age 23.

Section 1.29 Dependent Parent

Dependent Parent shall mean a parent, including a stepparent, who qualifies as a dependent of the Participant within the meaning of Code section 152 prior to its amendment by the Working Families Tax Relief Act of 2004

Section 1.30 Designated Beneficiary

Designated Beneficiary shall mean any individual designated by a Participant as the Beneficiary of the Participant.

Section 1.31 Determination Date

Determination Date shall mean the last day of the preceding Plan Year.

Section 1.32 Disability or Disabled

Disability or Disabled shall mean a Participant's total physical or mental inability, resulting from bodily injury or disease to perform any work for compensation or profit in any occupation for which such Participant is reasonably qualified by reason of training, education or ability, and which is adjudged to be permanent and continuous during the remainder of the Participant's life as determined by the Committee on the basis of evidence satisfactory to it. Disability shall not include any bodily injury or disease incurred or suffered as the result of addiction to narcotic drugs, an intentionally self-inflicted injury; or engaging in a criminal (whether misdemeanor or felonious) act.

Section 1.33 Earliest Retirement Date

Earliest Retirement Date shall mean the earliest date on which a Participant could elect to receive a Retirement Benefit under the Plan.

Section 1.34 Early Retirement Age

Early Retirement Age shall mean either (a) the first date on which a Participant has both attained age 60 (but not age 62) and completed at least 30 years of Credited Service; or (b) the first date on which the sum of a Participant's age and years of Credited Service equal 85; or (c) the first date on which a Participant has both completed ten years of Credited Service and attained age 62.

Section 1.35 Early Retirement Benefit

Early Retirement Benefit shall mean the monthly pension to which a Participant becomes entitled upon attaining his Early Retirement Age.

Section 1.36 Earnings

Earnings shall mean total compensation actually paid or made available by the Company and its Affiliates for such year, including, but not limited to, bonuses, income from sources without the United States whether or not excludible for Federal income tax purposes, amounts related to the value of property transferred in connection with the performance of services which are includible for Federal income tax purposes under Code section 83(b), amounts includible in income under Code section 132 or any successor section thereto and taxable income attributable to employer-provided life insurance. Earnings shall not include deferred compensation (other than payments under an unfunded plan that are currently includible in income), amounts realized from the exercise of a non-qualified stock option or a stock appreciation right, or exercise payments. Earnings shall include amounts contributed on behalf of a Participant to a plan which meets the requirements of Code sections 401(a), 401(k), 125, 132(f)(4) or other distributions that receive special tax benefits. A Participant's Earnings in excess of \$210,000 (indexed) shall not be taken into account under the Plan. The dollar limit shall be adjusted as provided in Code section 401(a)(17)(B). The limit will not apply when determining whether the requirements of Code section 415 are satisfied.

Section 1.37 Effective Date

Effective Date shall mean, except as otherwise explicitly provided under the Plan, January 1, 2006, the original effective date of this Plan; provided, however, that Company Service Credit under this Plan shall begin on June 27, 2005 or on the date an eligible Employee, as defined in Section 1.38, is hired by the Company if that date is after June 27, 2005. The Effective Date of this amended and restated plan is March 29, 2011.

Section 1.38 Employee

Employee shall mean any individual who, under the rules applicable in determining the employer-employee relationship for purposes of Code section 3121 has the status of an employee with the Company, including leased employees as defined in Code section 414(n)(2). The only Employees who are eligible to participate in this Plan are "Grandfathered Employees" who are employed by UDS or BWCS to perform work under the applicable Contract as defined herein. Grandfathered Employees" are defined in the Preamble and Article 1 of this Plan.

Section 1.39 ERISA

ERISA shall mean the Employee Retirement Income Security Act of 1974, as from time to time amended and in effect at the time of reference, and any valid regulation promulgated there under.

Section 1.40 Fund

Fund shall mean the assets of the Plan. The Fund is held by the Plan trustee pursuant to the terms of a trust agreement. The trust is a part of the Plan, and the provisions of the trust agreement are incorporated herein by reference.

Section 1.41 Future Service Benefits

Future Service Benefits shall mean future service benefits determined under the Contributory Part.

Section 1.42 Hour of Service

Hour of Service shall mean:

- (a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Company maintaining the Plan or an Affiliate of such a Company during the applicable computation period; or
- (b) each hour for which an Employee is paid, or entitled to payment, by the Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), jury duty, or layoff, military duty, or Leave of Absence, and hours for which back pay is awarded or agreed to by the Company.

Notwithstanding the foregoing, effective for Hours of Service earned on or after April 1, 1998, those Hours of Service do not include service that can be disregarded under DOL Regulation 29 CFR Section 2530.210 (e.g., service with an employer prior to the date that employer has adopted the Plan and noncontiguous, non-covered service).

Section 1.43 Leave of Absence

Leave of Absence shall mean a period of absence from employment because: (a) the Company grants the Employee a leave of absence for a specified period of time and such leaves are granted on a nondiscriminatory basis; or (b) the Employee is on active military duty but only to the extent applicable law protects the Employee's employment rights.

Section 1.44 Limitation Year

Limitation Year shall mean the Plan Year.

Section 1.45 LMES Plan

LMES Plan shall mean the Restated Retirement Program for Employees of Martin Marietta Energy Systems, Inc.

Section 1.46 Normal Retirement Age

Normal Retirement Age means a Participant's 65th birthday.

Section 1.47 Normal Retirement Benefit

Normal Retirement Benefit shall mean the greater of the periodic benefit payable under the Plan, commencing at Normal Retirement Age, or the Early Retirement Benefit.

Section 1.48 Normal Retirement Date

Normal Retirement Date means the first of the month following a Participant's 65th birthday.

Section 1.49 Oak Ridge Contractor

Oak Ridge Contractor shall mean an entity described in Section 11.2.

Section 1.50 Oak Ridge Contractor Plan

Oak Ridge Contractor Plan shall mean the defined benefit pension plan of an Oak Ridge Contractor as described in Section 11.2.

Section 1.51 Other Employer

Other Employer shall mean United States Enrichment Corporation ("USEC"), or any entity, other than LMES, LMER, LMUS or an Oak Ridge Contractor, that is a U.S. government contractor performing services under a Department of Energy contract. "Other Employer Plan" shall mean a defined benefit pension plan that is maintained by an Other Employer or in which an Other Employer participates.

Section 1.52 Participant

Participant shall mean any Grandfathered Employee or former Grandfathered Employee who is or may become eligible to receive a benefit of any type from the Plan, or whose Beneficiary may be eligible to receive any such benefit.

Section 1.53 Past Service Benefits

Past Service Benefits shall mean past service benefits determined under the Contributory Part.

Section 1.54 PBGC

PBGC shall mean the Pension Benefit Guaranty Corporation.

Section 1.55 Period of Severance

Period of Severance shall mean the period of time commencing on an Employee's Severance from Service Date and ending on the date on which the Employee again performs an Hour of Service.

Section 1.56 Plan

Prior to March 29, 2011, Plan shall mean the Uranium Disposition Services, LLC Pension Plan for Grandfathered Employees, as from time to time in effect. On and after March 29, 2011, Plan shall mean the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees, as from time to time in effect.

Section 1.57 Plan Sponsor

Prior to March 29, 2011, Plan Sponsor shall mean Uranium Disposition Services, LLC. On and after March 29, 2011, Plan Sponsor shall mean B&W Conversion Services, LLC.

Section 1.58 Plan Year

Plan Year shall mean the calendar year.

Section 1.59 Qualified Joint and Survivor Annuity

Qualified Joint and Survivor Annuity shall mean in the case of a married Participant, determined pursuant to Section 6.6 hereof, an annuity for the life of a Participant with a survivor annuity for the life of the Participant's spouse, which survivor annuity is 50 percent or (for Plan Years beginning after December 31, 2007) 75 percent of the amount of the annuity payable during the joint lives of the Participant and the Participant's spouse and which survivor annuity is determined pursuant to Table 2.

Section 1.60 Qualified Pre-retirement Survivor Annuity

Qualified Pre-retirement Survivor Annuity shall mean a survivor annuity for the life of the surviving spouse of a Participant wherein the payments to such spouse are equal to the amounts which would have been paid as a survivor annuity under a Qualified Joint and Survivor Annuity (or the Actuarial Equivalent thereof) if:

- (a) in the case of a Participant who dies after the Earliest Retirement Age, such Participant had retired and had been entitled to receive a Qualified Joint and Survivor Annuity on the day preceding the Participant's date of death; or
- (b) in the case of a Participant who dies on or before the Earliest Retirement Age, such Participant had (i) separated from the service of the Company on the date of the Participant's death, (ii) survived to the Earliest Retirement Age, (iii) retired with an immediate Qualified Joint and Survivor Annuity on the Earliest Retirement Age and (iv) died on the day after the day on which the Participant would have attained the Earliest Retirement Age.

Section 1.61 Reduced Early Retirement Benefit

Reduced Early Retirement Benefit shall mean the monthly pension to which a Participant becomes entitled upon attaining age 50 (but not age 62) and after completing ten years of Credited Service.

Section 1.62 Retire

Retire shall mean to terminate employment with the Company and be eligible to receive, at such time as is provided in Section 8.1, a Retirement Benefit under Article 5.

Section 1.63 Retirement Benefit

Retirement Benefit shall mean any periodic payment to which a Participant or the Participant's Beneficiary shall be or become entitled under the Plan.

Section 1.64 Severance from Service Date

Severance from Service Date shall mean the earlier of (a) the date the Participant quits, Retires, is discharged or dies or (b) the first anniversary of the first date of absence for any other reason. For vesting purposes, the Severance from Service Date of a Participant who quits, Retires, or is discharged in 1998 due to a voluntary or an involuntary reduction in force shall be the first anniversary of the first date of such absence.

Section 1.65 Social Security Benefit

Social Security Benefit shall mean the monthly primary Social Security Benefit to which a Participant would become entitled to on the Participant's Normal Retirement Date or on the Participant's earlier retirement or Termination of Employment based on the provisions of the Social Security Act in effect on such date. If a Participant Terminates Employment and is entitled to a Vested Retirement Benefit, the Participant's Social Security Benefit shall be determined as though the Participant had continued to receive Compensation until the Participant's Normal Retirement Date at the same rate as was in effect on the Participant's last day of employment. If a Participant has a Termination of Employment and is then eligible to receive a Retirement Benefit (other than a Vested Retirement Benefit), the Participant's Social Security Benefit shall be determined as if the Participant had zero earnings after Termination of Employment.

A Participant's Social Security Benefit may be based upon the Participant's actual Social Security earnings history and the Participant may provide the Committee with documentation of such history within a reasonable time following the Participant's Termination of Employment. If such documentation is not fully provided by the Participant, then the Participant's Social Security Benefit shall be based on such Participant's salary history for years of employment prior to the Participant's Normal Retirement Date and for which no documentation has been provided, which salary history shall be estimated by the Actuary by applying a salary scale projected backward at an annual rate of six percent from the last year's earnings with the Company (or from any intermediate point at which documentation is provided).

If the Participant's salary history for years of employment prior to a Participant's date of hire is so estimated, then each Participant shall be informed at the time of such Participant's Termination of Employment, or the Participant's Beneficiary in the case of the Participant's death, of the procedure for obtaining documentation of the Participant's actual Social Security earnings history. Upon receipt of such actual Social Security earnings history, if such adjustment is favorable to the Participant or the Beneficiary of the Participant, then the Retirement Benefit of the Participant or the Beneficiary of the Participant shall be retroactively adjusted to conform to such actual salary history. Notwithstanding the foregoing, in order for such an adjustment to be made, the Committee or its delegate must receive the relevant Social Security earnings information within 6 months of the Participant's Annuity Starting Date for the Retirement Benefit in question.

Section 1.66 Staffing Plan

Staffing Plan shall mean, with respect to BJC's MEPP a first-tier or second-tier subcontractor of the Contractor, the plan developed by a first-tier subcontractor of the Contractor consistent with Exhibit "H" Workforce Transition and Management Requirements" that identifies all employment positions necessary to accomplish the first-tier subcontractor's scope of work in the form approved by the Contractor. Any changes to a first-tier subcontractor's Staffing Plan are subject to the prior approval of the Contractor. If a first-tier subcontractor ("Subcontractor 1") subcontracts with a separate subcontractor ("Subcontractor 2") to perform any part of Subcontractor One's scope of work, Subcontractor 1 shall be responsible for ensuring that Subcontractor 2 complies with the requirements of Subcontractor 1's Staffing Plan as applicable to Subcontractor 2's scope of work.

Section 1.67 Survivor's Benefit

Survivor's Benefit shall mean the benefit payable to an unmarried Dependent Child of a Participant until the earliest of loss of such status, death or attainment of age 23; or the benefit payable to a Dependent Parent for life, or the benefit payable to a Participant's spouse for life; or the benefit payable to a deceased Participant's Dependent Child who, upon attaining age 23, is totally and permanently disabled until such Dependent Child is no longer so totally and permanently disabled.

Section 1.68 Termination of Employment

Termination of Employment shall mean a Participant's ceasing to be employed by the Company.

Section 1.69 Union Carbide Plan

Union Carbide Plan shall mean the Retirement Program Plan for Employees of Union Carbide Corporation at DOE Installations.

Section 1.70 USEC Plan

USEC Plan shall mean the Retirement Program Plan for Employees of the United States Enrichment Corporation.

Section 1.71 Valuation Date

Valuation Date shall mean the last day of the Plan Year.

Section 1.72 Vested Retirement Benefit

Vested Retirement Benefit shall mean the benefit described in Section 5.3 and Section 9.1.

Section 1.73 Years of Credited Service

Years of Credited Service shall mean, for purposes of computing a Participant's Retirement Benefit under Article 5, years and completed months of Credited Service. A "completed month of Credited Service" shall mean any calendar month in which the Participant completes 28 or more days of Company Service under Section 1.21.

Article 2 Participation

Section 2.1 Participation

Employees who are Participants in the Plan on March 28, 2011, shall continue as Participants on March 29, 2011. Thereafter, except as provided in Section 2.2, an eligible Employee, as defined in Section 1.38, shall participate in the Plan immediately upon the later of March 29, 2011 or the date that the eligible Employee is hired by BWCS.

Section 2.2 Excluded Individuals

The following individuals are not eligible to participate in the Plan:

- (a) Employees whose employment is governed by the terms of a collective bargaining agreement unless and until the Company shall specify such persons as being within the coverage of the Plan.
- (b) Individuals who perform services to the Company as leased employees, within the meaning of Code Section 414(n).
- (c) Individuals (if any) who are considered by the Company to be independent contractors, but who may be determined for any other purposes to be employees of the Company . The characterization on the books and records of the Company of the relationship of the individual and the Company shall be conclusive of the individual's status for purposes of the Plan.
- (d) Such employees as are included in a classification set up by the Company which classification does not discriminate in favor of employees who are officers, shareholders, or highly compensated.
- (e) Individuals who are working in Davis-Bacon covered construction services.
- (f) Nonresident aliens receiving no earned income from the Company that constitutes earned income from sources within the United States.

Article 3 Funding

Section 3.1 Company Contributions

The Company shall make contributions to the Plan at such times and in such amounts as the Actuary may certify as being not less than the amounts required to be contributed under ERISA and the Code.

Section 3.2 Administrative Expenses

Costs and expenses of administering the Plan, including without limitation, PBGC premiums, investment manager's fees, and costs incurred by the Company in the operation of the Plan shall be paid from the Fund, unless they are paid by the Company and the Company does not seek reimbursement for costs incurred in the operation of the Plan.

Section 3.3 Forfeitures

Any forfeiture under the Plan arising from Termination of Employment, death or any other reason shall not be applied to increase the benefits of any Participant prior to termination of the Plan, but shall be applied instead to reduce Company contributions.

Article 4 Eligibility for Pension Benefits

Section 4.1 Normal Retirement Benefit

A Participant shall be eligible to receive a Normal Retirement Benefit upon attaining Normal Retirement Age if such Participant is an Employee at such time.

Section 4.2 Unreduced Early Retirement Benefit

A Participant shall be eligible to receive an Unreduced Early Retirement Benefit if and when such Participant has:

- (a) completed at least ten years of Credited Service and retires at or after age 62; or
- (b) completed at least 30 years of Credited Service and retires on or after age 60 but before age 62; or
- (c) accumulated 85 points, where each year of the Participant's Age and each year of Credited Service count for one point.

For purposes of paragraph (a) of this Section 4.2, if a Participant participates in a voluntary or an involuntary reduction in force or has an involuntary Termination of Employment for any reason other than for cause, such Participant shall be credited with up to two years for purposes of satisfying the Age and/or Credited Service requirements of this Section 4.2 (but additional Credited Service awarded under this paragraph shall not be taken into account for purposes of Section 5.1). For purposes of paragraph (c), if a Participant participates in a voluntary or an involuntary reduction in force or has an involuntary Termination of Employment as described above for any reason other than for cause, such Participant will be credited with up to two years (points) for Age only. For purposes of the Age and Credited Service under this Section 4.2, a portion of a year (completed months [28 or more days in a month shall be treated as a completed month] divided by 12) shall be treated as a fraction of a point.

For purposes of this Section 4.2, age shall mean actual chronological age expressed in years, months and days.

Notwithstanding anything herein to the contrary, with respect to that portion of a Participant's retirement benefit equal to his accrued benefit under the Portsmouth Plans as of the day prior to the Merger Date (as both terms are defined in Section 5.7 hereof), the Participant shall be eligible to receive an Unreduced Early Retirement Benefit upon completion of 30 years of Credited Service, or upon fulfilling the requirements of subsections (a) or (c) of this Section..

Section 4.3 Reduced Early Retirement Benefit

A Participant shall be eligible to receive a Reduced Early Retirement Benefit (reduced pursuant to Section 5.2) if the Participant has completed at least ten years of Credited Service and retires at or after age 50 but before age 62. Such benefit shall be paid upon written request and in lieu of the benefit under Section 4.2. If a participant participates in a voluntary or an involuntary reduction in force or has an involuntary Termination of Employment for any reason other than for cause, such participant shall be credited with up to two years for purposes of satisfying the Age and/or Credited Service requirements of this Section 4.3 (but additional Credited Service awarded under this paragraph shall not be taken into account for purposes of Section 5.2). For purpose of this Section 4.3, age shall mean actual chronological age expressed in years, months and days.

Section 4.4 Continued Participation Upon Disability

A participant who becomes Disabled on or before March 31, 1990 shall be eligible to receive a Disability Retirement Benefit under the terms and conditions of the LMES Plan as in effect on March 31, 1990. A participant who becomes eligible for benefits under the Company's Long Term Disability Plan on or after June 27, 2005 shall be treated as continuing to participate in the Plan as set forth in the Section provided, however, that the Disability Retirement Benefit of any such participant who is covered under a collective bargaining agreement between a union and the Company and who becomes Disabled prior to the date of which the union representing any such participant approves the Disability Retirement Benefit provided herein shall be determined under the LMES Plan as in effect on March 31, 1990. If the participant's Disability continues until the date on which the participant attains age 65, the participant shall be deemed to Retire on that date with a Normal Retirement Benefit and, for purposes of calculating such Retirement Benefit under this Section 4.4, the participant shall be (a) deemed to have continued to earn Compensation during the period of such Disability at the same rate as the participant's Compensation on the date such Disability commenced and (b) credited with Company Service Credit during the period of such Disability. If such Disability ends prior to the date on which participant attains age 65 and the participant returns to the employ of the Company immediately upon ceasing to be Disabled, the participant shall be credited with Company Service Credit for the period of such Disability. If such Disability ends prior to the date on which the participant attains age 65 and the participant does not return to the employ of the Company immediately upon ceasing to be Disabled, the participant shall be deemed to have Terminated Employment on the date such Disability commenced.

Section 4.5 Vested Retirement Benefit

A Participant who Terminated Employment with the Company after completing at least five years of Credited Service shall be eligible to receive a Vested Retirement Benefit commencing upon written request by such Participant to the Company provided, however, that such Retirement Benefit will in no event commence prior to the date the participant attains age 50. A participant who meets the service requirement for Early Retirement upon Termination of Employment and who is entitled to receive a Vested Retirement Benefit, will commence to receive a benefit which is not less than the reduced Normal Retirement Benefit upon satisfaction of the age requirement.

Section 4.6 *Deferred Retirement Benefit*

A Participant entitled to a vested Retirement Benefit shall be eligible to receive a Deferred Retirement Benefit upon the Participant's Deferred Retirement Date.

Section 4.7 *Deferral of Normal or Deferred Retirement Benefit*

A participant who has attained Early Retirement Age or Normal Retirement Age may elect to defer such participant's Early, Normal or Deferred Retirement Benefit (as the case may be), but in no event shall such deferral extend beyond April 1st of the year following the year in which the participant attains age 70-1/2 if the participant is a 5-percent owner or the participant has terminated employment with the Company. The Vested Retirement Benefit that the participant will receive upon such participant's actual retirement shall be the same Vested Retirement Benefit that the participant would have received had the participant not deferred commencement of the receipt of such Vested Retirement Benefit, without any actuarial adjustment thereto; provided, however that actuarial adjustments will be made to the extent provided in the delayed payment provisions outlined in Section 1.7 of the Plan.

Article 5 Retirement Benefits

Section 5.1 Computation of Normal Retirement Benefit, Unreduced Early Retirement Benefit and Deferred Retirement Benefit

Subject to the terms applicable to a participant who is a bargaining unit member of the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO (each a "PACE participant") described in subsection (a)(i) below, if a participant who is eligible for either a Normal Retirement Benefit, an Unreduced Early Retirement Benefit or a Deferred Retirement Benefit has a Termination of Employment in the period beginning July 1, 2001 and ending June 30, 2011, the monthly pension benefit payable to such Participant shall be computed by taking the largest of (a) through (e), where

- (a) is the applicable percentage of the participant's Average Monthly Compensation determined as follows:
 - (i) if the participant has 30 or more years (and months) of Credited Service, the applicable percentage is 42% increased by .5 percent for each year of Credited Service accrued by the participant in excess of 30, up to a maximum of 47 percent, and
 - (ii) if the participant has less than 30 years (and months) of Credited Service, the applicable percentage is 42% multiplied by a fraction, the numerator of which is the participant's actual years of Credited Service and the denominator of which is 30;
- (b) is the applicable percentage of the participant's Average Monthly Compensation less the applicable percentage of such participant's actual or projected Social Security Benefit determined as follows:
 - (i) if the participant has 30 or more years (and months) of Credited Service, the applicable percentage with respect to the participant's Average Monthly Compensation is 53% increased by .5 percent for each year of Credited Service accrued by the participant in excess of 30, up to a maximum of 58%, and the applicable percentage with respect to such participant's actual or projected Social Security Benefit is the lesser of 50 percent or such maximum percentage as is allowed under the Regulations of the Internal Revenue Code, and
 - (ii) if the participant has less than 30 years (and months) of Credited Service, the applicable percentage with respect to the participant's Average Monthly Compensation is 53% multiplied by a fraction, the numerator of which is the participant's actual years (and months) of Credited Service and the denominator of which is 30, and the applicable percentage with respect to such participant's actual or projected Social Security Benefit is

the lesser of 50 percent or such maximum percentage as is allowed under the Regulations of the Internal Revenue Code multiplied by a fraction, the numerator of which is the participant's actual years (and months) of Credited Service and the denominator of which is 30;

- (c) is 1.2 percent of the participant's Average Monthly Compensation multiplied by the number of years (and months) of the participant's Credited Service, plus \$18;
- (d) is \$5 multiplied by the first ten years (and months) of the participant's Credited Service, plus \$7 multiplied by each of the next ten years (and months) of the participant's Credited Service, plus \$9 multiplied by the number of years (and months) of the participant's Credited Service in excess of 20 years, plus 10 percent (reduced by one percent for each year by which the participant's full years of Credited Service fall short of eight years) of the Average Monthly Compensation, plus \$18; and
- (e) is 1.5 percent of the Average Monthly Compensation determined for the participant multiplied by the number of years (and months) of the participant's Credited Service, less a percentage of such participant's actual or projected Social Security Benefit equal to 1.5 percent times the participant's years (and months) of Credited Service up to a maximum of the lesser of 50 percent or such maximum percentage as is allowed under the Regulations of the Internal Revenue Service; and
- (f) deducting therefrom:
 - (i) The full amount of any public pension that has been directly or indirectly provided for by a Company, Lockheed Martin Energy Systems, Inc. ("LMES"), USEC, Union Carbide Corporation ("UCC") or an Oak Ridge Contractor, that is derived from Credited Service, except benefits under the Federal Social Security Act or a military pension, which are paid or would be payable if applied for.
 - (ii) The amount of any pension benefit the participant is entitled to receive from the retirement or defined benefit pension plan of a Company or an Affiliate, USEC, LMES, an Other Employer, UCC or an Oak Ridge Contractor, that is derived from Credited Service.
 - (iii) The amount of any benefits the Participant is entitled to receive under any retirement or pension plan of any company (expressed in the form of a single life annuity if payment is made or may be made in some other form) derived from Credited Service that have been paid for by a Company, LMES, USEC, an other Employer, UCC or an Oak Ridge Contractor. Past Service Benefits, any vested benefits payable to an Employee who has withdrawn his or her contributions and 80 percent of Future Service Benefits under the Contributory Part shall be deemed to have been paid for by a Company. The benefits under the Contributory Part or any retirement

or pension plan of a predecessor corporation are those benefits which may be payable there under without actuarial adjustment under the contingent annuitant or other option provided therein but with actuarial adjustment for early commencement of such benefits for the period between the Normal Retirement Date and the date the Participant could have first retired in accordance with Section 4.1 or Section 4.2.

- (iv) If the Participant is subject to Section 5.6, the amount of any pension payable under the Goodyear Tire & Rubber Retirement Plan for Salaried Employees that is based on service recognized as Credited Service under Section 5.6 hereof, but only to the extent paid for by the employer.
- (v) The amount of the offset that is attributable to benefits from one or more other plans described in clauses (i), (ii) or (iv) above, and any transferee or successor to such a plan (each an "Other Plan") shall be determined as follows:
 - (I) If a Participant commences benefits under the Other Plan as of the same date as the Participant commences benefits under this Plan, the amount of the offset shall be the Monthly Benefit payable to the Participant under the Other Plan, taking into account any adjustments for early commencement.
 - (II) If a Participant commences benefits under this Plan prior to commencing benefits under the Other Plan at a time when benefits are payable under the Other Plan, the amount of the offset shall be the Monthly Benefit that would be payable to the Participant under the Other Plan on the date the Participant commences benefits under this Plan (taking into account any adjustments for early commencement to the extent such Monthly Benefit would be payable in the period between the Participant's Normal Retirement Date and the date the Participant could first have retired under this Plan in accordance with Section 4.1 through Section 4.3).
 - (III) If a Participant commences benefits under this Plan prior to commencing benefit under the Other Plan and prior to the time benefits are payable under the Other Plan, the benefits payable under this Plan shall not be offset until the date the Participant could first commence benefits under the Other Plan, at which time the amount of the offset shall be the Monthly Benefit that would be payable to the Participant under the Other Plan at such date (taking into account any adjustments for early commencement to the extent such Monthly Benefit would be payable in the period between the Participant's Normal Retirement Date and the date the Participant could first have retired under this Plan in accordance with Section 4.1 through Section 4.3).

- (IV) If a Participant's benefits under an Other Plan are not suspended upon his or her employment by the Company, and the Participant continued to receive such benefits from the Other Plan while employed by the Company, or if the Participant's benefits under an Other Plan were paid as a single sum distribution prior to the commencement of the Participant's benefits under the Plan, the amount of the offset determined as of the date that benefits subsequently commence under this Plan is the Monthly Benefit that would be payable under the Other Plan if no prior payment(s) had been made under the Other Plan and such Monthly Benefit had commenced as of the date that benefits commence under this Plan.
- (V) If a Participant's benefits under an Other Plan are suspended following his or her employment by the Company, and such Participant commences benefits under the Plan prior to resuming benefits under the Other Plan, the amount of the offset, determined as of the date that benefits commence under this Plan, is the Monthly that would be payable under the Other Plan if no prior payments had been made under the Other Plan and such Monthly Benefit had commenced as of the date that benefits commence under this Plan.
- (VI) If a Participant's benefits under an Other Plan are suspended following his or her employment by the Company, and such Participant resumes benefits under the Other Plan prior to commencing benefits under this Plan, the amount of the offset, determined as of the date that benefits commence under this Plan, is the Monthly Benefit that would be payable to the Participant under the Other Plan if no prior payments had been made under the Other Plan and such Monthly Benefit had commenced as of the same date that benefits commence under this Plan.

For purposes of this clause (v), "Monthly Benefit" refers to the benefit payable to the single life annuity form without a period certain. The amount of the offset described above will be determined without regard to any portion of a Participant's benefits under the Other Plan that have been assigned to an alternate payee pursuant to a qualified domestic relations order described in Code Section 414(p).

- (vi) If records on the amounts described in clauses (i) through (iv) are not available from LMES, USEC, UCC or an Oak Ridge Contractor, or an Affiliate, as applicable, the participant may provide the Committee with documentation of his or her pension benefit derived from Credited Service with such entity or, if such documentation is not made available by the Participant, the Committee or its delegate shall determine the method for approximating such amounts.

- (g) Subject to the terms applicable to a PACE participant described in subsection (i) of this Section, the benefit of a participant who has a Termination of Employment after June 30, 2011 shall be the greater of the amount determined under (i) or (ii), where (i) is the benefit, if any, determined under subsections (a) through (e) of this Section at June 30, 2011, based on the participant's Average Monthly Compensation and Credited Service at the applicable date, with deductions therefrom as described in subsection (f)(ii) of this Section, is the benefit determined under subsection (a) or subsection (b) of this Section, whichever is greater, at the participant's Termination of Employment date, taking into account all of a participant's Compensation and years (and months) of Credited Service with deductions there from as described in subsection (f) of this Section.
- (h) Subject to the terms applicable to a PACE participant described in subsection (i) of this Section, for Participants who terminate employment or retire prior to July 1, 2001, the pension benefit payable under this Section 5.1 shall be largest of the amounts determined under subsections (c) through (e) of this Section adjusted as provided in subsection (f) of this Section.
- (i) The pension benefit payable under this Section 5.1 to a PACE participant shall be the largest of the amounts determined under subsections (c) through (e) of this Section, adjusted as provided in subsection (f) of this Section. Notwithstanding the prior sentence,
- (1) with respect to a PACE participant at the Paducah site (Local 5-550) who has a Termination of Employment in the period beginning August 1, 2001 and ending June 30, 2011, the pension benefit payable under this Section 5.1 shall be the largest of the amounts determined under subsections (a) through (e) of this Section, adjusted as provided in subsection (f) of this Section, and the pension benefit payable to such a participant who has a Termination of Employment after June 30, 2011 shall be the greater of the amount determined under (A) or (B), where (A) is the benefit, if any, determined under subsections (a) through (e) of this Section at June 30, 2011, based on the participant's Average Monthly Compensation and Credited Service at the applicable date, with deductions there from as described in subsection (f) of this Section, and (B) is the benefit determined under subsection (a) or subsection (b) of this Section, whichever is greater, at the Participant's Termination of Employment date, taking into account of a Participant's Compensation and years (and months) of Credited Service, with deductions there from as described in subsection (f) of this Section.
- (2) with respect to a PACE participant at the Oak Ridge East Tennessee Technology Park site (Local 5-288) with respect to a PACE participant at the Oak Ridge East Tennessee Technology Park site (Local 5-288) who performs an Hour of Service after December 31, 2001 and has a Termination of Employment in the period beginning October 15, 2001 and

Ending October 14, 2011, the pension benefit payable under this Section 5.1 shall be the largest of the amounts determined under subsections (a) through (e) of this Section, adjusted as provided in subsection (f) of this Section, and the pension benefit payable to such participant who has a Termination of Employment after October 14, 2011 shall be the greater of the amount determined amount determined under (A) or (B) where (A) is the benefit, if any, determined under subsections (a) through (e) of this Section at October 14, 2011, based on the participant's average monthly compensation and credited service at the applicable date, with deductions therefrom as described in subsection (f) of this Section, and (B) is the benefit determined under subsection (a) or subsection (b) of this Section, whichever is greater, at the participant's termination of employment date, taking into account of a participant's compensation and years (and months) of credited service with deductions there from as described in subsection (f) of this Section.

Section 5.2 Computation of Reduced Early Retirement Benefit

A participant who is eligible for a Reduced Early Retirement Benefit, but is not eligible for either a Normal Retirement Benefit or an Unreduced Early Retirement Benefit, shall receive, commencing upon such Participant's retirement, a monthly benefit computed under the applicable provisions of Section 5.1 based on the participant's Termination of Employment date, including the deductions described in subsection Section 5.1(f) of this Section, but reduced by the applicable factor determined under Table 1 (to be determined by plan actuary) with the following exception. With respect to the formulas set forth in Section 5.1(b) and Section 5.1(e), the applicable factor in Table 1 shall be applied only to the first portion of the calculation (that is, the applicable percentage of the Participant's Average Monthly Compensation times years of Credited Service). To avoid the reduction, a Participant may defer the commencement of benefits payable under this Section 5.2 until the date when such Participant could first have satisfied the eligibility requirements for a Normal Retirement Benefit or an Unreduced Early Retirement Benefit. For purposes of this Section 5.2, a Participant will accrue no additional Credited Service after Termination of Employment.

Section 5.3 Computation of Vested Retirement Benefit

The monthly amount of any Vested Retirement Benefit hereof shall be computed under the applicable provisions of Section 5.1 based on the Participant's Termination of Employment date subject to the following modifications:

- (a) The amounts in Section 5.1(a) through Section 5.1(e) shall first be determined prior to making the deductions described in Section 5.1(f), provided, however, that with respect to the amount determined under Section 5.1(d), the applicable percentage of the Participant's Average Monthly Compensation that is taken into account shall be adjusted by reducing 10 percent by one percent for each year by which the Participant's full years of Credited Service fall short of 10 years.

- (b) The \$18 amounts described in Section 5.1(c) and Section 5.1(d) shall be multiplied by a fraction, the numerator of which is the actual number of years and months of Credited Service completed by the Participant and the denominator of which is the total number of years (and months) of Credited Service that the Participant would be credited with if separation from service occurred at Normal Retirement Age.
- (c) The benefit based on the formula in Section 5.1(b) shall be determined by calculating the Participant's Social Security Benefit offset by assuming that the Participant continued in employment at his or her earnings rate at termination of employment until Normal Retirement Age. The benefit based on the formula in Section 5.1(e) shall be calculated by multiplying the Participant's Normal Retirement Benefit (determined as provided in the following sentence) by a fraction, the numerator of which is the Participant's actual years (and months) of Credited Service, and the denominator of which is the Participant's projected years (and months) of Credited Service to Normal Retirement Age. For purposes of the preceding sentence, the Participant's Normal Retirement Benefit shall be calculated as if the Participant continued in employment, at the Participant's earnings rate at termination, until Normal Retirement Age, based on actual earnings history and the Plan as in effect on the date of such Participant's Termination of Employment.
- (d) The following deductions shall then be made to the adjusted amounts determined under subsections (a) through (c) of this Section:
- (i) The full amount of any public pension that has been directly or indirectly provided for by a Company, Lockheed Martin Energy Systems, Inc. ("LMES"), USEC, Union Carbide Corporation ("UCC") or an Oak Ridge Contractor, that is derived from Credited Service, except benefits under the Federal Social Security Act or a military pension, which are paid or would be payable if applied for.
 - (ii) The amount of any pension benefit the Participant is entitled to receive from the retirement or defined benefit pension plan of a Company or an Affiliate, LMES, USEC, UCC or an Oak Ridge Contractor, that is derived from Credited Service.
 - (iii) The amount of any benefits the Participant is entitled to receive under any retirement or pension plan of any company (expressed in the form of a single life annuity if payment is made or may be made in some other form) derived from Credited Service that have been paid for by a Company, LMES, USEC, UCC or an Oak Ridge Contractor. Past Service Benefits, any vested benefits payable to an Employee who has withdrawn his or her contributions and 80 percent of Future Service Benefits under the Contributory Part shall be deemed to have been paid for by a Company. The benefits under the Contributory Part or any retirement or pension plan of a predecessor corporation are those benefits which may be payable there under without actuarial adjustment under the contingent annuitant or

other option provided therein but with actuarial adjustment for early commencement of such benefits for the period between the Normal Retirement Date and the date the Participant could have first retired in accordance with Section 4.1 or Section 4.2.

- (iv) If the Participant is subject to Section 5.6, the amount of any pension payable under the Goodyear Tire & Rubber Retirement Plan for Salaried Employees that is based on service recognized as Credited Service under Section 5.6 hereof, but only to the extent paid for by the employer.
- (v) The amounts determined under clauses (i) through (iv) shall be the unreduced retirement benefit that would be payable to the Participant without regard to any discount based on the actual commencement date.

Section 5.4 Actuarial Reduction of Vested Retirement Benefit

In the event that a Vested Retirement Benefit computed under Section 5.3 commences prior to Normal Retirement Age, and then such benefits shall be reduced by 5/9 of one percent for each month of commencement prior to age 65 and after age 62, and 5/12 of one percent for each month of commencement prior to age 62.

Section 5.5 Level Retirement Benefits

In lieu of the monthly benefit provided in Section 5.1 or Section 5.2, a Participant, who retires prior to the earliest age of entitlement to a reduced primary old age insurance benefit under the Federal Social Security Act, may elect to have the Participant's Retirement Benefit actuarially increased prior to such age and reduced thereafter to provide, as far as practicable, a level retirement income before and after entitlement to Federal Social Security payments, with such Retirement Benefit being determined in accordance with the actuarial factors set forth in Table 4 until December 31, 2007. Effective January 1, 2008, the level retirement income option shall be determined using the "applicable interest rate" under Code Section 417(e)(3)(C) for the otherwise applicable look back month and stabilization period provided under this Plan and the "applicable mortality table" under Code Section 417(e)(3)(B). This election shall be made in such form as the Committee may prescribe and may not be changed after the effective date of the Participant's retirement.

Section 5.6 Form of Payment

If a Participant has no spouse, then such Participant's Retirement Benefit will be paid in the form of an annuity for the life of the Participant. If the Participant has a spouse, then such Participant's Retirement Benefit shall be paid as a Qualified Joint and Survivor Annuity under Article 6, provided, however, that such normal form of payment shall be subject to any election made by the Participant under Article 6. This Section 5.6 is subject to Section 8.2. Notwithstanding anything to the contrary, with respect to that portion of a Participant's retirement benefit equal to his accrued benefit under the Portsmouth Plans as of the day prior to the Merger Date (as both terms are defined in Section 5.7 hereof), and with respect to the distribution of amounts attributable to the

contributory pension of the Portsmouth Plans, such a Participant may elect to have such distribution made in accordance with any of the options detailed in Appendix A, as applicable.

Section 5.7 Former Participants in the Portsmouth Plans

- (a) Any Participant who, as of January 1, 1989 (“Merger Date”), was a participant in the Pension Plan for Hourly Employees at the Portsmouth Uranium Enrichment Plant (the “Hourly Plan”) or the Retirement Plan for Salaried Employees at the Portsmouth Uranium Enrichment Plant (the “Salaried Plan”) (together the “Portsmouth Plans”) shall have his benefit calculated in accordance with this Section 5.7 and the other relevant provisions of this Article 5.
- (b) Credited Service shall include all service credited under the Portsmouth Plans.
- (c) Compensation shall include compensation credited under the Portsmouth Plans.
- (d) Benefits payable on account of a Participant’s participation in the contributory pension of the Portsmouth Plans shall be payable to the Participant upon Termination of Employment in addition to the benefit calculated under the relevant provision of this Article 5. Such benefit shall be calculated as follows:
 - (i) The Participant’s contributions under the Portsmouth Plans, plus interest under the terms of the Portsmouth Plans, shall be calculated as of the Merger Date;
 - (ii) the resultant amount shall be credited, after the Merger Date, with interest during any Plan Year equal to 120% of the applicable Federal rate as determined under Code section 1274 as in effect on the first day of such Plan Year.
- (e) Any Participant whose employment by Goodyear Atomic Corporation was terminated in 1985 as a result of the reduction in force due to the shutdown of the Gas Centrifuge Enrichment Program at the Portsmouth Uranium Enrichment Plant shall be 100 percent vested in his or her benefits under the Plan to the extent that such benefits were accrued as of the date of such shutdown under either the Salaried Plan or the Hourly Plan.

Article 6 Qualified Survivor Annuities

Section 6.1 Payment of Qualified Joint and Survivor Annuity

Subject to Section 6.6, a participant who retires and is married shall receive payment of such participant's Accrued Benefit as a Qualified Joint and Survivor Annuity, which annuity shall not be subsidized by the Company. However, effective April 1, 1990, if a participant's spouse predeceases the participant and such spouse's death occurs after the participant's Annuity Starting Date, the participant's Accrued Benefit shall be recomputed prospectively as if the Participant was not married on such Annuity Starting Date.

Section 6.2 Payment of Qualified Pre-retirement Survivor Annuity

If a participant who is entitled to a Retirement Benefit dies before the participant's Annuity Starting Date and is survived by a spouse, then a Qualified Pre-retirement Survivor Annuity shall be provided to such spouse commencing in the month designated in Section 6.12 or Section 6.13, as the case may be.

Section 6.3 Waiver

A participant may elect to waive payment of a Qualified Joint and Survivor Annuity or a Qualified Pre-retirement Survivor Annuity, as the case may be, at any time during the Applicable Election Period. A participant may revoke any such waiver at any time during the Applicable Election Period. If such waiver is effective under Section 6.4, a participant's Retirement Benefit shall be a monthly annuity for the participant's lifetime, provided, however, that the participant (other than a participant who is eligible for a Vested Retirement Benefit) may then designate an unmarried Dependent Child under age 23 or Dependent Parent to receive a Survivor's Benefit equal to 50 percent of the actuarially reduced Retirement Benefit or Vested Retirement Benefit. In the event a Dependent Parent receives such Survivor's Benefit, the Survivor's Benefit shall be for life; in the event an unmarried Dependent Child under 23 receives such Survivor's Benefit, the Survivor's Benefit shall continue only until such survivor loses such status, attains the age of 23, or dies.

- (a) **Pop Up** Effective April 1, 1990, if a participant's Designated Beneficiary predeceases the participant and such Designated Beneficiary's death occurs after the participant's Annuity Starting Date, the participant's Accrued Benefit shall be recomputed prospectively as if such Retirement Benefit had been distributed in the form of a monthly annuity for the participant's lifetime commencing on such Annuity Starting Date.

- (b) **Survivor Benefit** If the participant dies after having properly named a Designated Beneficiary as provided in this Section 6.3 and before the participant's Annuity Starting Date, the participant's Designated Beneficiary will receive 50% of the reduced monthly annuity the participant would have received had the reduced monthly annuity begun on the date of the participant's death. This survivor benefit will be provided instead of the Qualified Pre-retirement Survivor Annuity.

Section 6.4 Spousal Consent

No waiver elected under Section 6.3 shall be effective unless the participant's spouse consents in writing to such waiver, such waiver designates a beneficiary (or a form of benefits) which may not be changed without the spouse's consent (or the spouse's consent expressly permits designations by the participant without any requirement of further consent by the spouse), the terms of such consent acknowledge the effect of the waiver, the waiver is executed on or after August 23, 1984, and the waiver is witnessed by a representative of the Committee or a notary public.

The provisions of the preceding paragraph shall not be applicable if the Committee is satisfied that the required consent cannot be obtained because either (a) the participant does not have a spouse, (b) the spouse cannot be located, or (c) of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Any consent by a spouse or the establishment that the consent of a spouse cannot be obtained shall only be effective with respect to such spouse.

Section 6.5 Required Information

- (a) The Company shall provide to each participant within a reasonable period of time before the Annuity Starting Date (pursuant to such regulations as may be prescribed by the Secretary of the Treasury) a written explanation of: (i) the terms and conditions of the Qualified Joint and Survivor Annuity; (ii) the participant's right to make, and the effect of, an election to waive the Qualified Joint and Survivor Annuity (including the relative value of the optional forms of payment and the implications of the failure to defer the commencement of benefits to a later date); (iii) the rights of the participant's spouse under Section 6.4; and (iv) the right to make, and the effect of, a revocation of an election under Section 6.3.
- (b) The Company shall also provide to each Participant a written explanation of the Qualified Pre-retirement Survivor Annuity comparable to the explanation described under paragraph (a). Such written explanation shall be furnished to the participant within the last to end of the following periods:
 - (i) 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;
 - (ii) a reasonable period after the individual becomes a participant;
 - (iii) a reasonable time after survivor benefits, if subsidized, cease to be subsidized; and
 - (iv) a reasonable period after separation from service in case of a participant who separates from service before attaining age 35.

- (c) Notwithstanding the foregoing, if the Participant, after having received the notices (“Notices”) described in subsection (a) of this Section, and in Section 15.12, below, affirmatively elects a form of distribution and the Participant’s spouse consents to that form of distribution (if necessary), the Annuity Starting Date may be less than 30 days after the Notice was provided to the participant, provided that:
- (1) **Election** The participant was informed that he or she had a right to at least 30 days to consider whether to waive the normal form of benefit and to consent to an optional form of benefit.
 - (2) **Revocation** The Participant was informed that he or she could revoke an affirmative distribution election at any time before the Annuity Starting Date, or, if later, the end of the 7-day period that begins the day after the Notices were provided to the participant.
 - (3) **Timing** The Annuity Starting Date must be after the date that the Notices were provided to the participant. The Annuity Starting Date may, however, be before the expiration of the 7-day period referred to in the next paragraph and before the date of the participant’s affirmative distribution election.
 - (4) **7-Day Period** Distribution in accordance with the participant’s affirmative election may not begin before the end of the 7-day period that begins the day after the Notices are provided to the Participant.

Section 6.6 One-Year Marriage Requirement

The spouse of a participant who is eligible for a Vested Retirement Benefit shall not be entitled to receive a survivor annuity under this Article 6 unless such participant and such spouse were married throughout the one-year period ending on the earlier of the participant’s Annuity Starting Date or the date of the participant’s death. However, if such participant marries within one year before the Annuity Starting Date and the participant and spouse have been married for at least a one-year period ending on or before the date of the participant’s death, such participant and such spouse shall be considered as having been married throughout the one-year period ending on the participant’s Annuity Starting Date.

Section 6.7 Lump Sum Distribution

There are no lump sum distributions.

Section 6.8 Effect of Domestic Relations Order

If the Company receives a qualified domestic relations order (as defined in Code section 414(p)(1)(A)), the provisions of this Article 6 shall not be applicable except to the extent they are consistent with the terms of such order.

Section 6.9 *Remarriage of Spouse*

In no event shall a survivor annuity under this Article 6 be payable to the spouse of a Participant's former spouse.

Section 6.10 *Transitional Rules*

If (i) a participant completed at least one Hour of Service on or after January 1, 1976 and (ii) Article 6 would not apply to such participant but for this Section 6.10, and the participant subsequently separated from the service of the Company prior to August 23, 1984, such participant may elect, during the period beginning on August 23, 1984 and ending on the earlier of the participant's Annuity Starting Date or the date of the participant's death, to have the participant's benefits paid as a Qualified Pre-retirement Survivor Annuity if (a) such participant was eligible for a Vested Retirement Benefit under Section 4.5 and (b) as of August 23, 1984, such participant's Annuity Starting Date had not occurred and such participant is alive. If a participant completed at least one Hour of Service on or after August 23, 1984 or had been credited with at least one Hour of Service on or after August 23, 1984 because of a paid Leave of Absence, and dies on or after August 23, 1984 but before the Annuity Starting Date and prior to January 1, 1985, the provisions of this Article 6 shall be considered to be in effect as of the date of such participant's death.

Section 6.11 *Death Prior to Accruing Vested Retirement Benefit*

No benefits shall be paid under the Plan to a participant who dies prior to accruing a Vested Retirement Benefit.

Section 6.12 *Commencement Date and Distribution of Survivor's Benefits for Active Employees*

The spouse of a participant who dies while in the service of the Company after completing at least five years of Credited Service shall be eligible to receive a Survivor's Benefit as determined under Article 6, which Survivor's Benefit shall be payable over the life expectancy of such spouse. If such participant completed at least ten years of Credited Service, payment of such Survivor's Benefit shall commence on the first day of the month following the month in which the participant died. If such participant completed at least five years of Credited Service but less than ten years of Credited Service, payment of such Survivor's Benefit shall commence on the first day of the month following the day on which the participant would have attained age 65 had the participant lived. If, after commencing receipt of such Survivor's Benefit, the spouse dies, then such benefit shall be divided and paid in equal shares to any Dependent Children of the deceased participant until age 23, or loss of Dependent Child status, or death, if earlier. A child of the deceased participant who is totally and permanently disabled when he reaches age 23 shall continue to share in the Survivor's Benefit. Effective for years commencing on or after January 1, 1985, if such participant has no spouse at death, then Dependent Children, if any, shall receive a Survivor's Benefit, commencing not later than one month after the date of the participant's death (or such later date as the Secretary of the Treasury or his delegate may prescribe), until age 23, or loss of Dependent Child status, or death, if earlier. A child of the deceased participant who

is totally and permanently disabled when he reaches age 23 shall continue to share in the Survivor's Benefit. If there is no spouse and no Dependent Child, then the Survivor's Benefit shall be divided and paid in equal shares commencing not later than one year after the date of the participant's death (or such later date as the Secretary of the Treasury or his delegate may prescribe) to any surviving Dependent Parent of the deceased participant, who shall then receive such Survivor's Benefit for life. If one or more of the multiple recipients receiving the Survivor's Benefit ceases to be eligible to continue to receive the recipient's share for any reason, the remaining recipients shall continue to draw only their respective shares.

Section 6.13 Commencement Date and Distribution of Survivor's Benefits for Terminated Vested Employees

The spouse of a Participant who dies while not in the service of the Company after having completed at least five years of Credited Service but before payment of the Participant's Retirement Benefit begins shall be eligible to receive a Survivor's Benefit as determined under Section 6.15. If the Participant dies after attaining age 50, payment of such Survivor's Benefit shall commence on the first day of the month following the month in which the Participant died. If the Participant dies before attaining age 50, payment of such Survivor's Benefit shall commence on the first day of the month coinciding with or next succeeding the day on which the Participant would have attained age 50 had such Participant survived. If a Participant who had completed five years of Credited Service dies while not in the service of the Company and has no spouse at the date of such Participant's death or one year prior thereto, then, subject to Section 6.6, no benefits shall be paid under the Plan with respect to such Participant.

Section 6.14 Computation of Survivor's Benefit for Active Employees

A deceased Employee's Beneficiary who becomes eligible for a Survivor's Benefit under Section 6.12 shall, if the deceased Employee completed ten years of Credited Service, receive a monthly benefit equal to 50 percent of the monthly benefit the deceased Employee would have received if such Employee had or could have Retired on the date of such Employee's death without regard to the limitations described in Article 7; provided that if such Beneficiary is a spouse more than five years younger than the deceased Employee, such monthly benefit shall be reduced by 1/2 percent for each full year over five that such spouse is younger than the deceased Employee; and provided further that in no event shall the amount of the monthly benefit provided under Section 6.12 be reduced below 25 percent of the monthly Retirement Benefit which the Employee had accrued at the date of such Employee's death. A deceased Employee's Beneficiary who becomes eligible for a Survivor's Benefit under Section 6.12 shall, if the deceased Employee completed five or more years of Credited Service but less than ten years of Credited Service, receive a monthly benefit equal to 50 percent of the monthly benefit the deceased Employee would have received if such Employee had terminated employment on the day of his death and elected to receive his Retirement Benefit commencing at age 65 in the form of a Qualified Joint and Survivor Annuity without regard to the limitations described in Article 7; provided that the Beneficiary may elect to receive such Survivor's Benefit commencing on any day on or after the participant's date of death except that if the Employee died prior to attaining age 50, the payment of such benefits may not commence earlier than the date on which the Employee would have attained age 50 had the Employee lived; and provided further that such benefit shall be reduced by 6-2/3 percent for each

year (up to 3 years) before age 65 plus 5 percent for each year before age 62 that the payment of benefits commences.

Section 6.15 Computation of Survivor's Benefit for Terminated Vested Employees

A participant whose spouse would be eligible to receive a Qualified Pre-retirement Survivor Annuity under Section 6.13 as computed pursuant to Section 6.14 shall be charged by the Plan for providing such benefit to the participant's spouse in accordance with Table 3. Such charge will reduce not only the amount of the Qualified Pre-retirement Survivor Annuity that the participant's spouse would receive upon such participant's death, but also the Retirement Benefit that the participant will receive at the participant's Annuity Starting Date if said participant survives to such date.

Article 7 Limitation on Annual Benefits

Section 7.1 Definitions

Solely for purposes of this Article 7, the following terms shall have the designated meanings:

- (a) **Annual Addition** means for each participant the sum for any Plan Year of (i) contributions made by the Company or an Affiliate allocable to the accounts of a participant under all Defined Contribution Plans maintained by the Company or an Affiliate, (ii) forfeitures allocable to the accounts of the participant under all such Plans, (iii) the amount of the participant's contributions to all such plans, (iv) any amounts allocated after March 31, 1984 to any individual medical account (as defined in Code section 415(1)(2)) established for the participant, which is part of a pension or annuity plan, and (v) if such participant is a Key Employee (as defined in Section 10.5) with respect to such Plan Year, any amount attributable to post-retirement medical benefits allocated after December 31, 1985 to a separate account established on behalf of the participant under Code section 419A(d). Notwithstanding the foregoing, for Plan Years beginning prior to January 1, 1987, only that portion of a participant's contributions equal to the lesser of (a) the amount of the participant's contributions to all such plans in excess of six percent of the participant's Earnings for the year, or (B) one-half (1/2) of the participant's contributions to all such plans for the year shall be considered "Annual Additions." The participant's contributions described in clause (iii) of the first sentence and in the second sentence of this Section 7.1(b) shall not include any rollover amounts (as defined in Code section 402(a)(5)), any repayments of loans or any prior distributions repaid to a plan upon the exercise of buy-back rights. A contribution shall be taken into account as an Annual Addition for purposes of this Article 7 for the Limitation Year in which it is allocated to the participant's account under the applicable plan.
- (b) **Compensation Limit** means, for any participant, an amount equal to 100 percent of the participant's average Earnings for the three consecutive years in which the participant's Earnings were highest.
- (c) **Dollar Limit** means \$170,000, as adjusted by the Secretary of the Treasury or his delegate from time to time pursuant to Code section 415(d), or, if greater, the participant's Accrued Benefit under the Plan as of December 31, 1986, based on the terms of the Plan as in effect on May 5, 1986. The Dollar Limit shall be adjusted annually in accordance with Code section 415(d) to determine the maximum annual benefit payable during such year to participants receiving benefits under the Plan.

Section 7.2 *Limitation on Annual Benefits*

- (a) **Normal Payment Forms** If a participant's Retirement Benefit under this Plan or any qualified defined benefit plan maintained by the Company or an Affiliate, whether or not terminated is payable as an annuity for life or as a Qualified Joint and Survivor Annuity, the annual amount of benefit payable to the Participant, excluding the benefit derived from his own contributions, shall not exceed the lesser of the Dollar Limit or the Compensation Limit.

- (b) **Optional Payment Forms** If a participant's Retirement Benefit is payable in any form other than an annuity for life or a Qualified Joint and Survivor Annuity, the annual amount of benefit payable to the participant shall not exceed the Actuarial Equivalent of an annuity for life that does not exceed the lesser of the Dollar Limit or the Compensation Limit. In making such actuarial adjustment, no adjustment shall be made for any ancillary benefit provided under the Plan that is not directly related to retirement benefits, including, without limitation, disability benefits and pre-retirement death benefits.

When a Retirement Benefit under the Plan is payable in any form other than the form described in Subsection (a) of this Section, the determination as to whether the limitation described in this Article 7 has been satisfied shall be made, in accordance with regulations and other pronouncements issued by the Secretary of the Treasury or his delegate, by adjusting such benefit so that it is equivalent to the benefit described in Subsection (a) of this Section; provided, that, if the benefit is payable in a form not subject to the provisions of Code Section 417(e), it shall be equal to the greater of the benefit determined using an interest rate of five percent (5%) per annum and the mortality rate referenced in Section 1.7. If the benefit is payable in a form subject to the provisions of Code Section 417(e), it shall be the benefit determined using the "applicable interest rate" set forth in Code Section 417(e) and the "applicable mortality table" which until a new table is prescribed by the Secretary of the Treasury, is the table described in Revenue Ruling 2001-62.

Section 7.3 *Adjustments for Early or Late Payment*

- (a) **Early Payments** If payment of a participant's Retirement Benefit begins before the participant's Social Security Retirement Age as defined below (age 62 effective June 27, 2005), the Dollar Limit shall be reduced in accordance with applicable regulations issued by the Secretary of the Treasury or his delegate (using an interest assumption which is not less than the greater of five percent (5%) or such other rate, if any, as may be specified in the Plan) so that such limitation (as so reduced) equals an annual benefit which is the Actuarial Equivalent of a \$170,000 annual benefit beginning at the Social Security Retirement Age as defined below (age 62 effective June 27, 2005). For purposes of this Section 7.3, "Social Security Retirement Age" shall have the meaning set forth in Code section 415(b)(8).

- (b) **Payments Starting After Age 65** If payment of a participant's Retirement Benefit begins after the participant's Social Security Retirement Age, the Dollar Limit shall be increased in accordance with applicable regulations issued by the Secretary of the Treasury or his delegate (using an interest assumption which is not greater than the lesser of five percent (5%) or such other rate, if any, as may be specified for this purpose in Appendix A to the Plan) so that such limitation (as so increased) equals an annual benefit which is the Actuarial Equivalent of a \$170,000 effective January 1, 2005 annual benefit beginning at the Social Security Retirement Age.
- (c) **Affected Participants** Benefit increases resulting from the increase in the limitations of Code section 415(b) incorporated in Section 7.1(c) and this Section 7.3 that are authorized by the Economic Growth and Tax Relief Reconciliation Act of 2001 will be provided to each current and former Participant who has an Accrued Benefit (other than a benefit attributable solely to increases in the Code section 415(b) limit) on December 31, 2001.

Section 7.4 Conditional Exemption for Pensions Under \$10,000

The Compensation Limit shall not be applicable to any Retirement Benefit with respect to a participant for any Limitation Year if (a) the annual amount of benefits derived from contributions of the Company or an Affiliate payable with respect to such participant under the Plan and all other defined benefit plans of the Company and its Affiliates does not exceed \$10,000 for such year or any prior year, and (b) such participant never participated in any defined contribution plan maintained by the Company or an Affiliate. The Accrued Benefit derived from Company contributions is the total Accrued Benefit, less the Accrued Benefit derived from mandatory Employee contributions. The Accrued Benefit derived from mandatory Employee contributions is the amount of the Employee's "accumulated contributions," as defined in Code section 411(c)(2)(B), expressed as an annual benefit commencing at Normal Retirement Age using an interest rate which would be used under the Plan under Code section 417(e)(3) (as of the determination date).

Section 7.5 Participants with Fewer than Ten Years of Participation or Service

If a participant has fewer than ten (10) years of participation in the Plan at the time such participant's Retirement Benefit begins, the Dollar Limit referred to in Section 7.1(c) shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of participation in the Plan completed by such participant and the denominator of which is ten. To the extent provided in regulations issued by the Secretary of the Treasury, the preceding sentence shall be applied separately with respect to each change in the benefit structure of the Plan. If a participant has fewer than ten (10) years of Credited Service at the time such Participant's Retirement Benefit begins, the Compensation Limit referred to in Section 7.1(c) and the \$10,000 amount referred to in Section 7.4 shall be multiplied by a fraction, the numerator of which is the number of years (or part thereof) of Credited Service completed by such participant and the denominator of which is ten.

Section 7.6 *Limitation on Benefits Effective January 1, 2008*

Effective January 1, 2008, in order to comply with the Pension Funding Equity Act of 2004 and the final regulations under Internal Revenue Code Section 415, and notwithstanding anything to the contrary otherwise contained in the Plan, Section 7.1 through Section 7.5 are replaced with the following:

Benefits under the Plan shall be limited pursuant to the provisions of Internal Revenue Code Section 415 and the regulations thereunder, which are incorporated herein by reference. In the event that any corrective adjustments are required to comply with this Section, the Plan participant's annual benefit shall be reduced by an amount necessary to comply with the requirements of this Section.

Compensation for purposes of this Section shall be determined pursuant to Code Section 415 and the regulations thereunder, provided that amounts under Code Section 125 include any amounts not available to a participant in the Plan in cash in lieu of group health coverage because the Plan participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Plan participant's other health coverage as part of the enrollment process for the health plan.

Article 8 *Payments of Benefits*

Section 8.1 *Commencement of Benefits*

Except as provided in Section 4.7 and Section 8.2, each Retirement Benefit payable under the Plan shall be paid in monthly installments:

- (a) In the case of a Participant (and subject to subsections (b) and (e) of this Section), beginning with the earlier of (i) the month next following the month in which such participant shall Retire or (ii) the April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2;
- (b) In the case of a benefit payable to a former Employee under Section 4.5, beginning with the month next following the month in which a written request is received by the Company, provided, however, that such payments shall commence (i) not before such former Employee attains age 50 and (ii) not later than the April 1 of the calendar year following the calendar year in which the participant attains age 70-1/2;
- (c) In the case of a participant's survivor eligible for a benefit under Article 6, beginning with the month next following the month in which the participant dies except as expressly provided in Section 6.12 and Section 6.13;
- (d) Ending with the month in which the participant, former Employee, or survivor dies;
- (e) After the attainment of age 70-1/2, a participant who is not a 5-percent owner and whom the Company employs, may make a one-time election to have his or her benefits begin with the month next following the election or with the month next following the month in which such participant retires;
- (f) Unless the participant otherwise elects under the terms of this Plan, beginning not later than the 60th day after the latest of the close of the Plan Year in which (i) the participant attains Normal Retirement Age, (ii) occurs the 10th anniversary of the participant's commencement of participation in the Plan, or (iii) the participant terminates service with the Company.

Section 8.1 shall not apply to the extent that (a) a participant made an election prior to January 1, 1984 in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982 and (b) such election would not have disqualified the Union Carbide Plan prior to such date.

Anything herein to the contrary notwithstanding, distributions hereunder shall comply with Code Section 401(a)(9) and the final regulations thereunder, which are incorporated herein by reference.

Section 8.2 Carve Out Provision with a Defined Benefit Pension Plan (which mirrors the MEPP)

- (a) In determining the amount of pension obligations and benefit payments, the Plan Administrator shall include the sum of accrued service credit, which at the time of initial employment with the Company is allowable under the terms of the applicable pension plan, from employment with:
 - (i) the Company (or its successors); plus
 - (ii) USEC for union employees with Grandfathered Employee status at the time of their hire with BWCS, UDS, Lockheed Martin Energy Systems, Inc., Lockheed Martin Utilities Services, Inc., Bechtel Jacobs Company, LLC and its 1st and 2nd Tier Subcontractors, and predecessor Department of Energy contractors at the Portsmouth, Ohio and Paducah, Kentucky sites, and successor contractors to Bechtel Jacobs Company, LLC.

- (b) Pensions payable under the Plan for service credit earned under (i) and (ii) shall be determined using the formula specified in the UDS Employee Benefits Handbook dated March 2005, except that the amount of such payments made by the UDS Plan Administrator may be offset for pension benefits due from USEC. The basis for the offset is determined as follows:
 - (i) The pension payable by the Plan Administrator shall be based on service credit under the USEC Plan (and its predecessors) plus service credited under the MEPP from employment with Bechtel Jacobs Company, LLC and its 1st or 2nd Tier Subcontractors and any successors thereto, offset by the amounts payable to the employee or survivor, as applicable, under the USEC Plan (or its successors thereto) and the amounts payable to the employee or survivor, as applicable under the MEPP.
 - (ii) The company service credit of an employee for the purpose of determining eligibility for benefits under the pension plan, dental insurance and group insurance plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules as set forth in the Collective Bargaining Contract. However, it is understood that with respect to the Defined Benefit Pension Plan, “credited service” as defined in the Pension Plan shall govern all Plan decisions.

Section 8.3 Involuntary Cash-Out of Small Benefits

Intentionally left blank. There are no cash out provisions.

Section 8.4 Suspension of Retirement Benefits

A participant will not receive pension benefit payments under the Plan for any month in which the participant is eligible to accrue additional benefits under this Plan for service performed as a Grandfathered Employee, subject to the following qualifications:

- (a) If a participant continues in the active service of the Company after Normal Retirement Date, or Retires and returns to the active service of the Company after such Normal Retirement Date, but receives payment from the Company for hours of service (as defined in Sections 2530.200(b)-2(a)(1) and 2530.200(b)-2(a)(2) of the Regulations of the Department of Labor) performed on fewer than eight days (or separate work shifts) during any calendar month in either of the aforementioned periods of active service, then such participant shall be deemed to have Retired and such participant shall commence or continue to receive distribution of his Retirement Benefit.
- (b) If a participant continues in the active service of the Company after such participant's Normal Retirement Date, or Retires and returns to the active service of the Company after such Normal Retirement Date, then, for each calendar month in the aforementioned periods of active service during which such participant receives payment from the Company for hours of service (as defined in Section 2530.200(b)-2(a)(1) and 2530.200(b)- 2(a)(2) of the Regulations of the Department of Labor) performed on each of eight or more days (or separate work shifts), such participant's Retirement Benefit shall be suspended until the earlier of such participant's (i) actual retirement from the active service of the Company or (ii) satisfaction of the conditions of subsection (a) of this Section.
- (c) A participant's Retirement Benefit which has been suspended pursuant to subsection (b) of this Section shall be resumed not later than the third calendar month after the calendar month in which the participant no longer satisfies the service requirement of subsection (b) of this Section. The initial payment upon resumption of benefits shall include any amounts withheld during the period between the cessation of the period during which benefits were suspended pursuant to subsection (b) of this Section and the resumption of payments, but shall not be actuarially adjusted for such delay in resumption of benefits, nor shall any payment be made with respect to any month during which Retirement Benefits were suspended pursuant to subsection (b) of this Section.
- (d) A participant may request in writing to the Committee that the Committee determine whether such participant's contemplated employment after such participant's Normal Retirement Date shall constitute service described in subsection (b) of this Section. Such written request should be filed not later than 60 days before the Participant's Normal Retirement Date. In determining whether contemplated employment after such participant's Normal Retirement Date constitutes service, described in subsection (b) of this Section, the claims procedure of Section 13.9 shall be applicable thereto.

- (e) No Retirement Benefit shall be suspended under this Section 8.4 unless the Company notifies the participant by personal delivery or first class mail during the first calendar month or payroll period in which Retirement Benefits are being suspended. Such notice will contain such information as may from time to time be required by Section 2530.203-3(b)(4) of the Regulations of the Department of Labor.
- (f) If a participant erroneously receives Retirement Benefits for a month during which such Retirement Benefits should have been suspended pursuant to subsection (b) of this Section, then the Committee may deduct from future Retirement Benefits such erroneously received Retirement Benefits. However, no such deduction may exceed in any one month 25 percent of that month's Retirement Benefit to which the participant or the participant's Beneficiary, as the case may be, would have been entitled (excluding the initial payment of Retirement Benefits described in subsection (c) of this Section, which is subject to deduction without limitation).
- (g) When a participant whose Retirement Benefit has been suspended pursuant to this Section 8.4 either Retires (or again Retires) from the active service of the Company or, with respect to a participant described in subsection (b) of this Section, in any month receives payment from the Company on fewer than eight days (or separate work shifts), then such participant's Retirement Benefit shall be determined subject to this Article 8 at such time as follows: (i) years and months of Credited Service shall be the sum of (a) the years and months of Credited Service prior to the suspension of the Retirement Benefit under this Section 8.4 and (b) the years and months of Credited Service during the period Retirement Benefits have been suspended pursuant to this Section 8.4; (ii) average monthly Compensation shall include months in which the participant's Retirement Benefit was suspended pursuant to this Section 8.4; (iii) using the Retirement Benefit formula in effect at the time of the participant's subsequent Retirement (or initial Retirement if the Participant continues in the active service of the Employer without having previously retired after attaining the participant's Normal Retirement Age); (iv) after Retirement Benefit payments have commenced or recommenced under this subsection (g), in no event shall the participant's Retirement Benefit be less than the Retirement Benefit which the Participant was receiving prior to the suspension of Retirement Benefits, in both cases determined as a single life annuity or, if the participant was not receiving any Retirement Benefit, the Retirement Benefit that the participant would have received had such participant not performed the length of service described in subsection (b) of this Section; and (v) such Retirement Benefit may be received in any form permissible under the Plan at the time of subsequent retirement, without regard to the manner in which the participant had been receiving such participant's Retirement Benefit.
- (h) This Section 8.4 does not apply to the minimum top-heavy benefits under Section 10.3.

Section 8.5 Eligible Rollover Distribution

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 8.5, a Distributee may elect, at the time and in the manner prescribed by the Committee and subject to the following sentence, to have all or any portion of an eligible rollover distribution paid in a direct rollover directly to an eligible retirement plan specified by the Distributee. The Distributee's right to make such an election shall be limited by the following rules: (i) a Participant with an eligible rollover distribution amounting to less than \$200 shall not have the right to elect a direct rollover pursuant to this Section 8.5; (ii) a Distributee may elect a direct rollover for a portion of an eligible rollover distribution only if such portion equals or exceeds \$500; and (iii) a Distributee may only elect one direct rollover for each eligible rollover distribution.

- (a) For purposes of this Section, an eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and any hardship distribution.
- (b) A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Code Section 408(a) or (b), (2) effective January 1, 2008, a Roth IRA described in Code Section 408A(b), (3) to a qualified defined contribution plan (any qualified plan effective January 1, 2007) described in Code Section 401(a) or (4) to an annuity contract described in Code Section 403(a); provided that the plans in (3) and (4) agree to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. Effective for distributions on and after January 1, 2007, the portion described in the preceding sentence may also be transferred to an annuity contract described in Code Section 403(b), provided the separate accounting requirements in the preceding sentence are satisfied.
- (c) For purposes of this Section, an eligible retirement plan is (A) an individual retirement account described in Section 408(a) of the Code; (B) an individual retirement annuity described in Section 408(b) of the Code other than an endowment contract; (C) an annuity plan described in Section 403(a) of the Code; (D) an annuity contract described in Section 403(b) of the Code; (E) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan; (F) a qualified trust described in Section 401(a) of the Code; or (G) effective January 1, 2008, a Roth IRA described in Section 408A(b) of the Code, any of which accepts the Distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse,

or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

However, in the case of an eligible rollover distribution to a non-Spouse Beneficiary, an eligible retirement plan is only an individual retirement account or individual retirement annuity described in Sections 408(a) or 408(b) of the Code, or a Roth IRA described in Section 408A(b) that is an inherited retirement account or annuity under Code Section 408.

- (d) For purposes of this Section, a Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse. Effective on and after January 1, 2010, the term "Distributee" also includes a non-spouse Beneficiary of an Employee or former Employee.
- (e) A direct rollover is a payment by the Plan to the eligible retirement plan specified by the Distributee.

Article 9 Vesting

Section 9.1 Vesting Schedule

A participant shall become fully vested in such participant's Accrued Benefit upon attaining Normal Retirement Age. Subject to Section 10.4, a participant whose service with the Company is terminated before such Participant has completed at least five years of Credited Service shall receive no Retirement Benefits. If the present value of a participant's vested Accrued Benefit is zero at the time of his or her Termination of Employment, then the participant will be deemed to have received an immediate distribution of his or her entire Accrued Benefit and the Employee's vested Accrued Benefit will be deemed to be zero.

Section 9.2 Plan Amendments

If an amendment to the Plan directly or indirectly affects the computation of the vested percentage of a participant's Accrued Benefit, or if the Plan is deemed to have been amended by a change to or from a top-heavy vesting schedule under Section 10.4, each participant having three or more years of Credited Service may elect to have each such participant's vested percentage computed without regard to such amendment or change. The period during which the election may be made shall begin on the date the amendment is adopted or deemed to be made and shall end on the date which is 60 days after the latest of the date on which (a) the amendment is adopted; (b) the amendment becomes effective; or (c) the participant is issued written notice of the amendment by the Company.

Section 9.3 Social Security Increases

In the case of a participant or Beneficiary who is receiving a Retirement Benefit under the Plan, or in the case of a participant who has separated from the service of the Company and has non-forfeitable rights to Retirement Benefits, such Retirement Benefits shall not be changed by reason of any change in the benefits level payable under Title II of the Social Security Act or any change in the wage base under Title II if such change takes place after the earlier of the first receipt of such Retirement Benefits or the date of such separation, as the case may be.

Article 10 Top Heavy Rules

Section 10.1 Top Heavy Plan Defined

If, on the Determination Date, the present value (determined as of the Valuation Date) of the Accrued Benefits of all Key Employees under the Plan exceeds 60 percent of the present value of the Accrued Benefits of all Participants, the Plan shall be deemed to be "top-heavy" and the provisions of this Article 10 shall apply for the following Plan Year. However, for purposes of determining whether the Plan is top-heavy, the Plan may or shall be aggregated with any other plan of the Company or an Affiliate, in accordance with the provisions of Code section 416. The Plan shall be aggregated with each plan of the Company which enables any plan of the Company in which a Key Employee is a participant to meet the requirements of Code sections 401(a)(4) or 410.

Section 10.2 Amounts Included in Accrued Benefit

For purposes of determining whether the Plan is top heavy, the value of a participant's Accrued Benefit includes the amount of any distribution made from the Plan, the Union Carbide Plan or any predecessor plan to such participant if such distribution was made during the Plan Year or the preceding Plan Year (the preceding four Plan Years if the distribution is made for a reason other than severance from employment, death or disability). If any individual has not performed services for the Company at any time during one-year period ending on the Determination Date or who was formerly a Key Employee, but who is not a Key Employee on the determination date, any Accrued Benefit for such individual shall not be taken into account in determining the top-heavy status of the Plan.

Section 10.3 Minimum Top Heavy Benefits

The minimum Accrued Benefit of a participant who is not a Key Employee for any Plan Year in which the Plan is determined to be top-heavy shall be equal to the participant's average Earnings multiplied by the lesser of:

- (a) two percent multiplied by each year of Credited Service completed by the participant during Plan Years beginning after December 31, 1983 (a year of Credited Service shall be taken into account only if a Plan Year, in which the Plan is determined to be top-heavy, ends with or within such year of Credited Service),
or
- (b) 20 percent.

For purposes of this Section 10.3:

- (1) A participant's "average Earnings" shall be total annual Earnings averaged over the participant's highest paid five consecutive years of Credited Service, or such lesser number of consecutive years of Credited Service as may have been completed by the participant.
- (2) For purposes of averaging a participant's Earnings under paragraph (1), a year of Credited Service shall not be included in such average if such year of Credited Service begins after the end of the last Plan Year in which the Plan was determined to be top-heavy. Effective June 27, 2005, years of Credited Service for purposes of this Section 10.3 will not include any year in which the Plan benefits no Key Employee or former Key Employee.

Section 10.4 Minimum Vesting Schedule

If the Plan is determined to be top-heavy, the following vesting schedule shall be substituted for the vesting schedule set forth at Section 9.1 and shall apply to benefits accrued both prior to the Plan's being determined to be top-heavy, and for each Plan Year while the Plan is determined to be top-heavy:

Years of Credited Service	Vested Percentage
Less than 3	0
3 or more	100

If an Employee has not completed at least one Hour of Service after the Plan Year for which the Plan is determined to be top-heavy, the Accrued Benefit of such Employee shall not be subject to the preceding vesting schedule.

If the Plan ceases to be top-heavy, the preceding vesting schedule shall not apply to Plan Years beginning after the Plan ceases to be top-heavy. However, the portion of a participant's Accrued Benefit which became vested while the Plan was top-heavy shall remain vested. If the vesting schedule under the Plan shifts in and out of the above vesting schedule because of the Plan's top-heavy status, such shift shall be considered an amendment to the vesting schedule and eligible Participants shall be entitled to make the election described under Section 9.2.

Section 10.5 Key Employee

Key Employee shall mean any Employee or former Employee who at any time during the Plan Year containing the determination date was either:

- (a) an officer having annual Earnings greater than \$130,000 (as adjusted under Code §416(i));

- (b) a five percent owner of the Company; or
- (c) a one percent owner of the Company having annual Earnings of more than \$150,000. The determination of who is a key employee will be made consistent with Code §416(i) and related regulations.

Section 10.6 Top Heavy Group

In determining whether an aggregation group is Top-Heavy, the present value of Accrued Benefits shall be determined for each plan as of each plan's determination date. Adding together the results for each plan as of each plan's determination date shall then aggregate the plans.

Article 11 Plan to Plan Transfers

Section 11.1 Transfers Between Plan and Plans of Affiliate

If a Participant ceases to be an Employee of all Companies and becomes an employee of another Affiliate and if such other Affiliate maintains a defined benefit plan satisfying the requirements of Code section 401(a), then the trustee shall, if directed to do so by the Committee, transfer to the funding vehicle established pursuant to the aforementioned defined benefit plan liability to pay such transferred Participant's Accrued Benefit and Plan assets necessary to satisfy the requirements of Code section 414 (l), as determined by the Actuary with respect to such transfer.

If an Employee who participated in the defined benefit plan of an Affiliate that satisfies the requirements of Code section 401(a) becomes an Employee of a Company, at such time as the Employee becomes a Participant in the Plan, the Plan and trustee shall, if directed to do so by the Committee, accept a transfer of liability to pay such Employee's accrued benefit under the other plan if accompanied by a transfer of assets from the other plan necessary to satisfy the requirements of Code section 414(l), as determined by the Actuary.

Section 11.2 Transfers Between Plan and Plans Maintained by Other Oak Ridge Contractors

If a participant ceases to be an Employee of the Company and becomes an employee of another employer that is a United States government contractor or subcontractor within the Department of Energy's Oak Ridge Operations ("Oak Ridge Contractor"), and if such Oak Ridge Contractor maintains a defined benefit plan satisfying the requirements of Code section 401(a), the trustee shall, if directed to do so by the Committee, transfer the minimum amount of Plan assets necessary to satisfy the requirements of Code section 414(l), along with the related liability to pay such transferred participant's vested Accrued Benefit, to the funding vehicle established pursuant to the aforementioned defined benefit plan, provided that such transferee plan accepts the liability to pay the participant or the participant's Beneficiary the transferred Accrued Benefit and releases the Plan from such liability, and further provided that the Department of Energy approves the transfer.

If an individual who participated in a defined benefit plan of another Oak Ridge Contractor ceases employment with such other Oak Ridge Contractor and becomes an Employee of a Company, at such time as the Employee becomes a Participant in this Plan, the trustee shall, if directed to do so by the Committee, accept a transfer of assets from such other Oak Ridge Contractor's defined benefit plan and the liability representing such transferred Participant's vested accrued benefit in the other Oak Ridge Contractor's plan, provided that the transferor plan satisfies the requirements of Code section 401(a), the Department of Energy approves such transfer, and the Plan receives assets at least equal to the participant's accrued benefit in the other Oak Ridge Contractor's plan at the time of the transfer.

Section 11.3 Preserved Benefits and Vesting

Benefits transferred to this Plan will be subject to this Plan's vesting schedule and distribution provisions; provided, however, that the vesting schedule for such a benefit will be no less favorable than the vesting schedule to which that benefit was subject in the transferor plan and that distribution options will be preserved in this Plan to the extent required by Code section 411(d)(6).

Article 12 Trust

Section 12.1 Trust

To provide for the funding of the Plan, the Company, the Committee, or its delegate may enter into one or more trust agreements.

Article 13 Administration

Section 13.1 Committee

The Board of Directors or its delegate may appoint a Committee to administer the Plan. The Committee will hold office at the pleasure of the Board of Directors or its delegate and will be a named fiduciary of the Plan. To the extent that the Board of Directors or its delegate does not appoint a Committee, the term Committee, as used in this Article 13 on and after March 29, 2011, shall be deemed to refer to B&W Conversion Services, LLC.

Section 13.2 Power

The Committee has full discretionary authority to administer and interpret the Plan, including discretionary authority to determine eligibility for participation and for benefits under the Plan, to appoint one or more investment managers, to correct errors, and to construe ambiguous terms. The Committee may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Committee provides otherwise, such a delegation will carry with it the full discretionary authority to accomplish the delegation.

Determinations by the Committee or the Committee's delegate will be final and conclusive upon all persons. The powers of the Committee include, but are not limited to, the following:

- (a) to make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan,
- (b) to select investments,
- (c) to establish and appoint an investment committee to monitor and oversee the investment of Plan assets,
- (d) to determine a funding policy for the Plan,
- (e) to employ and appoint actuaries, attorneys, accountants, consultants, investment counselors, trustees and other experts,
- (f) to authorize payment from Plan assets for the expenses of administering the Plan, and
- (g) to perform any other necessary or proper functions in the operation of the Plan.

Section 13.3 Indemnification

The Company will indemnify and hold harmless the Board of Directors, the members of the Committee, and any Employees, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising out of an alleged breach in the performance of their fiduciary duties under the Plan and under ERISA, other than such liabilities, claims, costs and expenses as may result from the gross negligence or willful misconduct of such persons. The Company shall have the right, but not the obligation, to conduct the defense of such persons in any proceeding to which this Section 13.3 applies.

Section 13.4 Expenses

All proper expenses incurred in administering the Plan will be paid from the trust if not paid by the Company. If expenses are initially paid by the Company, the Company may be reimbursed from the trust. Committee members will receive no compensation for their services in administering the Plan.

Section 13.5 Allocation of Responsibility

Except to the extent provided in Section 405 of ERISA, no fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the Plan and trust.

Section 13.6 Notices and Elections

An Employee shall deliver to the Committee all directions, orders, designations, notices or other communications on appropriate forms to be furnished by the Committee. All elections which may be made by an Employee under the Plan shall be made in a time, manner and form determined by the Committee unless a specific time, manner or form is set forth in the Plan.

Section 13.7 Taxes Payable from Fund

Taxes, if any, shall be payable by the Committee from the Fund.

Section 13.8 Misrepresentation of Age

In making a determination or calculation based upon a Participant's age, the Committee shall be entitled to rely upon any information furnished by the Participant. If a Participant misrepresents the Participant's age, and the Company, the Committee or the Actuary in determining the Company's annual contribution to the Plan relies upon the misrepresentation, the Committee may adjust the Participant's Accrued Benefit in such manner, as it shall deem equitable. In the case of a participant who has misrepresented the participant's age as less than the participant's actual age, the methods of such adjustment may include the following:

- (a) the Committee may begin payment of the participant's Normal Retirement Benefit upon the Normal Retirement Date that is based upon the participant's misrepresented age;

- (b) the Committee may determine the Participant's Accrued Benefit based upon the participant's misrepresented age as of the date the correct age is disclosed and may make payment of such Accrued Benefit, or the Actuarial Equivalent thereof, in accordance with provisions of the Plan; or
- (c) the Committee may make such other adjustment of the participant's Accrued Benefit as it may deem equitable under the circumstances.

Section 13.9 Claims Procedure

If a claim for benefits under the Plan is wholly or partially denied, the claimant shall within 90 days after receipt of the claim by the Plan (or up to 180 days if special circumstances so require) be provided with a notice setting forth the specific reason or reasons for the denial, specific reference to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the claimant to perfect the claim, an explanation of why such material or information is necessary, and an explanation of the Plan's claim review procedure. Within 60 days after notification of a denial of benefits, such claimant may, upon written application, appeal such denial to the Committee for a review. Such claimant (or such claimant's duly authorized representative) may review pertinent documents and submit issues and comments in writing. Within 60 days of receipt of such written application for review, the Committee, pursuant to its discretionary authority to administer and interpret the Plan and to determine eligibility for benefits under the terms of the Plan, shall make a decision in writing, including specific reasons for the decision, with references to the pertinent Plan provisions. Under special circumstances, the Committee may extend the time for processing such a review, but a decision shall be rendered not later than 120 days after receipt of the request for review. In the event that government regulations shall impose a different standard for review, such required standard shall be followed in lieu of the above.

Article 14 Amendment, Termination, Adoption and Merger

Section 14.1 Modification or Amendment of Plan

The Board of Directors (or a delegate of the Board of Directors) from time to time may amend or revise the Plan, so as to provide different pension benefits from those herein set forth, to provide the same or different pension benefits for various groups of Employees, and to designate Employees as being within, not within or no longer within the coverage of any such pension benefits, and otherwise to amend or revise the Plan, all as the Board of Directors (or a delegate of the Board of Directors) shall in its discretion from time to time believe to be required by the different situations of various Employees or groups of Employees and in the best interests of the Company. In addition, solely for the purpose of retaining the status of the Fund under Code section 501(a) as part of a plan satisfying the requirements of Code section 401(a), including, without limitation, any conforming or correlative amendments necessarily incident thereto, the Committee (or a delegate of the Committee), but only to the extent that the annual cost of all such amendments in a Plan Year determined without regard to the effective date of such amendments, as determined by the Actuary, is less than two percent of the expense item for the Plan as reported on the Company's prior annual financial statement, from time to time may also amend or revise the Plan in whole or in part. However, except as provided in Section 14.2, no amendment to the Plan may (a) decrease the Accrued Benefit of a Participant other than as permitted under Code sections 411(d)(6) and 412(c)(8); (b) cause or permit any part of the corpus or income of the Fund to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries; or (c) cause or permit any portion of the assets to revert to or become the property of the Company or of any Affiliate at any time (except as provided in Section 14.9).

Section 14.2 Amendments Required for Qualification

All provisions of the Plan, and all benefits and rights granted hereunder, are subject to any amendments, modifications, revisions or alterations which are necessary from time to time to qualify the Plan under Code section 401(a), to continue the Plan as so qualified and to comply with any other provision of law. Accordingly, notwithstanding any other provisions of the Plan, the Company may amend, modify, revise or alter the Plan with retroactive effect in any respect or manner necessary to qualify the Plan under Code section 401(a), to continue the Plan as so qualified, or to comply with any other provision of law.

Section 14.3 Termination of Plan

Subject to contractual obligations for a definite period, the Board of Directors (or its delegate) shall have the right to terminate the Plan or any part thereof at any time. The Plan may also be terminated, completely or partially, as a result of a determination to that effect by the Internal Revenue Service or the PBGC, or as a result of a finding to that effect made by an appropriate court of law.

Section 14.4 Termination of Class of Employees

To the extent required by the terms of a collective bargaining agreement entered into prior to April 1, 1998, if the Plan is terminated for a class of Employees, such Employees will be treated as though they were the only Employees covered by the Plan and the Plan had terminated.

Section 14.5 Effect Upon Former Employees

Any amendment, modification, alteration, revision or termination of the Plan shall not adversely affect the Retirement Benefits of any Participant who shall have theretofore retired or of any Beneficiary who shall then be receiving benefits under this Plan, except as may be necessary for qualification under Code section 401(a).

Section 14.6 Non-forfeit Ability of Benefits Upon Termination

In the event that the Company shall terminate the Plan, or completely discontinue contributions under the Plan, the rights of all affected Participants to benefits accrued to the date of such termination or discontinuance, to the extent funded as of such date, shall become non-forfeitable.

Section 14.7 Expenses of Termination

In the event of the complete or partial termination of the Plan, the expenses incident thereto shall be a prior claim and lien upon the assets of the Trust Fund and shall be paid or provided for prior to the distribution of any benefits pursuant to such termination, unless such expenses are paid by the Company.

Section 14.8 Allocation and Distributions of Assets Upon Termination

Upon termination of the Plan, the trustee, pursuant to the directions of the Committee, shall allocate the Plan assets to the participants and beneficiaries in accordance with Section 4044 of ERISA.

Section 14.9 Excess Assets

In the event of a termination, partial termination, or discontinuance of the Plan, if any unallocated funds remain, after payment of the expenses incident thereto (including but not limited to applicable taxes) under Section 14.7, and distribution of the Plan assets in accordance with Section 14.8, those funds will be returned to the Company.

Section 14.10 Limitation on Benefits Payable Upon Early Termination of Plan

For purposes of this Section 14.10, if the Plan is terminated, the annual benefit payment to a participant described in the next paragraph is limited to the payment that would be made to that participant under a single life annuity that is the Actuarial Equivalent of the participant's "Termination Accrued Benefit," as defined below; provided, however, that this restriction will not apply if either (i) after payment to a participant described in the next paragraph, of his or her

Termination Accrued Benefit the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code Section 412(1)(7), or (ii) the value of the Termination Accrued Benefit of a participant described in the next paragraph is less than 1% of the value of current liabilities. For these purposes, "Termination Accrued Benefit" means the sum of the participant's Accrued Benefit under the Plan, and any periodic income, withdrawal values payable to a living employee, and death benefits not provided for by insurance on the employee's life.

Participants whose benefits are restricted on distribution include all current and former Highly Compensated Employees within the meaning of Code Section 414(q). In any year, the total number of participants whose benefits are restricted under the preceding paragraph, is limited to a group of not less than 25 current and former Highly Compensated Employees. If the group of affected participants is limited as provided in the preceding sentence, the group must consist of the current and former Highly Compensated Employees with the greatest compensation.

Section 14.11 Merger

If the Plan is amended to provide for the merger or consolidation of the Plan into, or a transfer of all or a part of its assets or liabilities to, any other qualified plan within the meaning of Code sections 401(a) or 403(a), each participant shall be entitled to a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before the merger, consolidation or transfer if the Plan had then been terminated.

Section 14.12 Asset Transfer Agreements

The provisions of any Asset Transfer Agreements (as defined in Section 1.13) are set forth in Appendix B to this Plan.

Article 15 Miscellaneous

Section 15.1 Plan Not an Employment Contract

Neither the adoption of the Plan by the Company nor any action of the Company, the Committee or the trustee nor participation in the Plan or failure to participate in the Plan by any person, shall be held or construed to confer upon any person any legal right to be continued as an Employee. All Employees, regardless of whether they participate in the Plan, shall be subject to discharge to the same extent as they would have been if the Plan had never been adopted.

Section 15.2 Consent to Terms of Plan

An Employee, by becoming a Participant in the Plan, consents and agrees to all the terms and provisions of the Plan, and any rules and regulations adopted by the Committee pursuant to the provisions of the Plan, as they may each be amended from time to time.

Section 15.3 Transfer of Interest Not Permitted

Except to the extent required by law and as provided in Section 15.4, no person shall have any power to assign, transfer, pledge, encumber, commute, or anticipate any interest in the Fund or in any payment to be made under the Plan, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall be void; nor shall any such interest be in any way liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit or payment or subject to levy, garnishment, attachment, execution or other legal or equitable process. This limitation shall not apply to certain judgments and settlements within the meaning of Code Sections 401(a)(13)(C) and (D), which are issued after August 5, 1997.

Section 15.4 Qualified Domestic Relations Order

The provisions of Section 15.3 shall not be applicable to a Qualified Domestic Relations Order (as defined in Code section 414(p)(1)(A)) and payment of benefits shall be made in accordance with the terms of such order. The Committee shall promptly notify a Participant and any other Alternate Payee (as defined in Code section 414(p)(8)) of the receipt of a Domestic Relations Order (as defined in Code section 414(p)(1)(B)) and of the Plan's procedure for determining whether the order constitutes a Qualified Domestic Relations Order. Within a reasonable period of time after the receipt of such order, the Committee, in accordance with such procedures as it shall from time to time establish, shall determine whether such order constitutes a Qualified Domestic Relations Order and shall notify the Participant and each Alternate Payee of such determination.

During any period of time in which the issue of whether a Domestic Relations Order constitutes a Qualified Domestic Relations Order is being determined by the Committee, by a court of competent jurisdiction, or otherwise, the Committee shall separately account for the amounts which would have been payable to the alternate payee during such period if the order had been determined to be a Qualified Domestic Relations Order. If within the eighteen (18) month period beginning on the date on which the first payment would be required to be made under the

Domestic Relations Order such order is determined to be a Qualified Domestic Relations Order, the Committee shall pay such amounts to the person or persons entitled thereto. If within such eighteen (18) month period it is determined that such order is not a Qualified Domestic Relations Order, or the issue as to whether such order so qualifies is not resolved, then the Committee shall pay such amounts to the person or persons who would have been entitled to such amounts if there had been no order. Any determination that an order is a Qualified Domestic Relations Order, which is made after the end of such eighteen-month period, shall be applied prospectively only.

The provisions of this Section 15.4 shall be effective as of January 1, 1985, provided however, that in the case of a Domestic Relations Order entered before such date, the Committee:

- (a) shall treat such order as a Qualified Domestic Relations Order if benefits are being paid pursuant to such order on January 1, 1985; and
- (b) may treat any other Domestic Relations Order entered before January 1, 1985 as a Qualified Domestic Relations Order even if such order does not meet the requirements of the preceding provisions of this Section 15.4.

Section 15.5 Obligations of Company Limited

The Company assumes no obligations under the Plan and shall be under no legal obligation to make any contributions to the Fund, except as expressly provided in the Plan.

Section 15.6 Separation of Invalid Provisions

If any provision of the Plan is held invalid, the remainder of the Plan shall not be affected thereby.

Section 15.7 Payment to a Minor or Incompetent

In the event that any amount is payable to a minor or other legally incompetent person, such amount may be paid in any of the following ways, as the Committee in its sole discretion shall determine:

- (a) To the legal representatives of such minor or other incompetent person;
- (b) Directly to such minor or other incompetent person;
- (c) To a parent or guardian of such minor, or to a custodian for such minor under the Uniform Gifts to Minors Act (or similar statute) of any jurisdiction or to the person with whom such minor shall reside. Payment to such minor or incompetent person, or to such other person as may be determined by the Committee, as above provided, shall discharge the Companies and their Affiliates, the Committee, or other person or corporation making such payment pursuant to the direction of the Committee, and none of the foregoing shall be required to see to the proper application of any such payment to such person pursuant to the provisions of this Section 15.7.

Section 15.8 Doubt as to Right to Payment

If at any time any doubt exists as to the right of any person to any payment hereunder or as to the amount or time of such payment (including, without limitation, any doubt as to identity, or any case in which any notice has been received from any other person claiming any interest in amounts payable hereunder, or any case in which a claim from other persons may exist by reason of community property or similar laws), the Committee shall be entitled, in its discretion, to direct the trustee to hold such sum as a segregated amount (on an interest bearing basis) until such right or amount or time is determined or until order of a court of competent jurisdiction, or to pay such sum into court in accordance with appropriate rules of law in such case then provided, or to make payment only upon receipt of a bond or similar indemnification (in such amount and in such form as is satisfactory to the Committee).

Section 15.9 Forfeiture Upon Inability to Locate Distributee

Notwithstanding any other provision of the Plan, in the event that the Committee cannot locate any person to whom a payment is due under the Plan, and no other payee has become entitled thereto pursuant to any provision of the Plan, the benefit in respect of which such payment is to be made shall be forfeited at such time as the Committee shall determine in its sole discretion (but in all events prior to the time such benefit would otherwise escheat under any applicable state law); provided that any benefit so forfeited shall be restored if such person subsequently makes a valid claim for such benefit.

Section 15.10 Contributions Conditioned on Qualification and Deductibility

Notwithstanding any other provision of the Plan, each contribution made by the Company under the Plan is conditioned on (a) a determination by the Internal Revenue Service that the Plan as amended qualifies under Code section 401 and (b) the current deductibility of such contribution under Code section 404.

Section 15.11 No Diversion of Fund

No part of the Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries (including the payment of the expenses of the administration of the Plan); provided that:

- (a) A contribution that is made by the Company by a mistake of fact shall be returned to the Company upon its request within one year after the payment of the contribution; or
- (b) A contribution that is conditioned upon its deductibility under Code section 404 shall be returned to the Company upon its request, to the extent that the contribution is disallowed as a deduction, within one year after such disallowance; and

- (c) A contribution that is conditioned upon the qualification of the Plan as amended, shall be returned to the Company upon its request, if the Plan amendment is submitted to the Internal Revenue Service within one year from the date the amendment was adopted, and such contribution that was made conditioned upon plan re-qualification is returned to the Company within one year of the date of denial of re-qualification of the Plan.

Section 15.12 Notice to Participants

The Committee shall, within a reasonable period of time before making an eligible rollover distribution (as defined in Code section 402(c)) to a participant, provide the participant with the written explanation required by Code section 402(f) explaining the following: the rules under which the Participant may have the distribution paid in a direct rollover from the Plan to an eligible retirement plan, as defined in Code section 402(c); the rules that require the withholding of the distribution if the distribution is not paid in such a direct rollover from the Plan; the rules under which the Participant will not be subject to tax if the distribution is contributed in a rollover to an eligible retirement plan within 60 days of the distribution; and, if applicable, certain special rules regarding the taxation of the distribution as described within Code sections 402(d) and 402(e). In addition, if the Committee intends to treat a participant's election to make or not to make a direct rollover with respect to one payment in a series of periodic payments as applicable to all subsequent payments in the series unless the Participant subsequently changes the election, this treatment shall also be explained in the notice provided to the participant.

Section 15.13 Determination of "Public Pension" or "Public Benefit"

The Committee may from time to time determine what payments provided for by law shall be deemed to be a "public pension" or "public benefit" as used in Article 5 of the Plan and the amount thereof, which shall be included in those terms as used in that Article.

Section 15.14 Usage

Whenever applicable the masculine gender, when used in the Plan, shall include the feminine and neuter genders, the singular shall include the plural, and the plural shall include the singular.

Section 15.15 Governing Law

The Plan shall be governed by, construed and administered under the law of the Commonwealth of Kentucky without regard to the principles of conflict of laws, to the extent not preempted by Federal law.

Section 15.16 Captions

The captions contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of the Plan and in no way shall affect the Plan or the construction of any provision thereof.

Signatures

IN WITNESS WHEREOF, and as evidence of the adoption of the Plan, the Company has caused this instrument to be signed by its duly authorized officer this ____ day of _____, 2011.

B&W Conversion Services, LLC

By 
Title BUSINESS MANAGER

Attest:

g:\tss\tss_ms\uranium disposition services (uds)\uds pension plan -- b&w restatement (final).doc 3/23/2011

Appendix A - Available Options

1. **Hourly Plan** (all references are to the Hourly Plan as in effect on the day prior to the Merger Date).

Subject to Article 6, the following distribution options apply to participants who were participants in the Hourly Plan as of the day prior to the Merger Date, and are limited to benefits accrued there under:

Option A

A reduced monthly pension payable to the participant for life, with the continuance of monthly payments in such reduced amount after his death to his spouse during the lifetime of his spouse and, if both the participant and spouse die before 60 monthly payments have been made after such Option becomes effective, with the continuance thereafter of monthly payments to the estate of the survivor of the participant and his spouse, until a total of 60 monthly payments has been made.

Option B

A reduced monthly pension payable to the participant for life, with the continuance of monthly payments equal to one-half of such reduced amount after his death to the spouse during the lifetime of his spouse and, if both the participant and his spouse die before 60 monthly payments have been made after such Option becomes effective, with the continuance thereafter of monthly payments to the estate of the survivor of the participant and his spouse until a total of 60 such monthly payments have been made.

Option C

A reduced monthly pension payable to the participant for life, with the continuance to his designated beneficiary of monthly payments in such reduced amount after his death for the remainder, if any, of the 10, 15, or 20-year term (as the participant shall elect) immediately following the date on which such Option becomes effective and with any such monthly payments remaining unpaid upon the death of the survivor of the participant and his designated beneficiary to be made to the estate of such survivor; provided, however, that no term may be elected that is in excess of the joint life expectancy of the participant and his designated beneficiary, determined as of the date the Option becomes effective.

If a participant elects any of the foregoing Options, the actuarial value of all monthly payments to be made, after such Option becomes effective, to him, his spouse, his designated beneficiary, or the estate of any such person (including the 60 monthly payments to be made as above provided) shall be equivalent to the actuarial value, at the time such Option becomes effective, of the total amount of monthly pension which thereafter would have been payable if no Option had been elected, taking into account the age of the participant and, where applicable, the age of his or her spouse. In determining the amount of reduced monthly pension payable, the following amounts shall be excluded:

- (i) The amount of any early retirement pension payable under Paragraph 3(c) of Article 4 of the Hourly Plan which is in excess of the amount which would have been payable under Paragraph 3(a) of Article 4 of the Hourly Plan.
- (ii) The amount of any early retirement pension payable under Paragraph 3(d) of Article 4 of the Hourly Plan which is in excess of the amount which would have been payable under Paragraph 3(e) of Article 4 of the Hourly Plan.

2. **Salaried Plan** (all references are to the Salaried Plan as in effect on the day prior to the Merger Date).

Subject to Article 6, the following distribution options apply to Participants who were participants in the Salaried Plan as of the day prior to the Merger Date, and are limited to benefits accrued there under:

Option A - Joint and Survivor (Spouse Only) Option

Under Option A the participant will receive a reduced monthly pension for life with the continuance thereafter of monthly payments in a designated amount to the participant's surviving spouse for life; and if neither the participant nor the surviving spouse survives the five-year period beginning with the date payments under the option commence, monthly payments will be continued to the designated beneficiary for the remainder of the five-year period beginning with the date payments under the option commence, in an amount equal to the monthly amount paid under the option to the last to survive of the Participant and the surviving spouse. At the time Option A is elected, the participant shall designate the monthly amount of the payments to be made to the surviving spouse under the option; however, in no event may the monthly amount of the payments to the surviving spouse exceed the monthly amount of the reduced monthly amount of the pension payable to the participant under the option. The reduction in the pension otherwise payable to a participant who has elected Option A shall be based on such factors as shall be adopted by the Committee and applied on a uniform and nondiscriminatory basis. For purposes of Option A, a participant's surviving spouse shall mean only the participant's spouse, whether or not remarried, but only if the spouse was wholly or partially dependent on the participant at the date of retirement or other termination of employment. If the chronological order of death of the participant and surviving spouse cannot be established to the satisfaction of the Committee, the participant will be deemed to have been the survivor for purposes of this option. Any factor adopted shall not be less than actuarial equivalent reduction factors.

Option B - Period Certain Option

Under Option B the Participant will receive a reduced monthly pension for life, and if the participant's death occurs during a designated period certain beginning with the date payments under the option commence, monthly payments will be continued to the participant's designated beneficiary for the remainder of the period certain in the same amount as the participant's reduced monthly pension under the option. At the time Option B is elected, the participant shall designate

the period certain, which shall be a period of either 10, 15, or 20 years, provided, however, that no period may be elected that is in excess of the joint life expectancy of the participant and his designated beneficiary determined as of the date the option becomes effective. The pension otherwise payable to a participant who has elected Option B shall be reduced on an actuarial basis under such reasonable rules and regulations as shall be adopted by the Committee and applied on a uniform and nondiscriminatory basis.

Appendix B - Asset Transfer Agreements

Section 1.1 Pension Asset Transfer Agreement, USEC Plan to Bechtel Jacobs Company Plan, executed January 7, 2000 ("USEC Agreement")

- (a) **Purpose** The purpose of the USEC Agreement is to set forth the terms and conditions under which (i) the Affected Employees described in subsection (c) below will receive credit under the Plan for service recognized under the USEC Plan (defined in subsection (b) below) for eligibility, vesting and benefit accrual purposes and (ii) assets and liabilities attributable to benefits accrued by the Affected Employees under the USEC Plan will be transferred to the Plan.
- (b) **Plans Involved** The USEC Agreement is between United States Enrichment Corporation ("USEC"), sponsor of the Retirement Program Plan for Employees of the United States Enrichment Corporation ("USEC Plan"), and Bechtel Jacobs Company LLC ("BJC"), sponsor of the Plan.
- (c) **Affected Employees** The USEC Agreement applies to each active and former employee of USEC who comes within the definition of a "Grandfathered Employee" (as set forth in the Preamble to the Plan), provided he or she transfers employment from USEC to a Company to perform Contract Services after January 1, 2000, subject to the term limitations described in subsection (g) below.
- (d) **Service Credit** Each Affected Employee described in subsection (c) will receive credit under the Plan for all of his or her service recognized under the USEC and BJC Plans immediately prior to the date the Affected Employee transfers employment to a Company for purposes of determining eligibility to receive a pension or other benefits under the Plan, the vested percentage of such pension and the amount of such pension. Notwithstanding the prior sentence, if the carve out limitation described in subsection (f) applies, the amount payable under the Plan will be reduced by the amount payable to the Affected Employee under the USEC and BJC Plans consistent with Article 5.
- (e) **Transfer Amount** If the carve out limitation described in subsection (f) does not apply, the assets to be transferred from the USEC Plan to the Plan on behalf of an Affected Employee will be determined as follows:
 - (i) If the Affected Employee transfers employment to UDS on or after June 27, 2005 and before December 31, 2007, the cash amount transferred will be equal to the retirement plan liability for such Affected Employee determined as of the Employee's employment transfer date and will reflect the value of benefits transferred from the LM Plan plus benefits accrued under the USEC Plan. That amount will be increased by interest (determined at the rate used by the Pension Benefit Guaranty Corporation on the employment transfer date for determining liabilities on a plan termination basis) to the date that assets are transferred. The basis for

calculation will be the rate, factors and methodology published by the Pension Benefit Guaranty Corporation for determining benefit liabilities on a plan termination basis as in effect on the Affected Employee's employment transfer date, assuming benefit payments start at the expected retirement age.

- (ii) If an Affected Employee transfers employment to the Company after December 31, 2007, the methodology described in clause (i) above will be used unless USEC, BJC and the Company agree otherwise in writing, except that such amounts will be determined only once each year for all Affected Employees who transfer employment to a Company within such year ("Determination Year") during the term that the USEC and BJC Agreements remains in existence. Assets with respect to the retirement pension liability for each such Affected Employee will be transferred from the USEC and BJC Plans to the Plan by the last day of the first calendar quarter following the end of the Determination Year. Interest will be determined at the interest rate used by the Pension Benefit Guaranty Corporation for calculating benefit liabilities on a plan termination basis as in effect on the last day of the Determination Year. The calculation will be based on the most current data available at year-end, and the rates and factors published by the Pension Benefit Guaranty Corporation for determining benefit liabilities upon plan termination as in effect on the last day of the Determination Year.

- (f) **Carve Out** If the amount of assets otherwise required to be transferred pursuant to subsection (e)(ii) with respect to an Affected Employee exceeds the amount that may be transferred consistent with Code Section 414(l), the Affected Employee's pension payable from the Plan will be based on all credited service described in subsection (d), but it will be offset by the amount payable to the Affected Employee under the USEC and BJC Plans.

- (g) **Term of USEC and BJC Agreements** The USEC and BJC Agreements will remain in effect for salaried Affected Employees through December 31, 2007 and for bargaining unit members of PACE through December 31, 2007. The term of the USEC Agreement may be extended with respect to any or all categories of Affected Employees by mutual agreement of USEC, BJC, and the Company.

- (h) **Rehires** If an Affected Employee is hired by a Company to perform services under the Contract after such Employee has retired from USEC or BJC, then such Affected Employee's benefit determined at his or her retirement from the Plan will be adjusted to reflect the value of any pension benefit payments made from the USEC and BJC Plans prior to his or her retirement from the Plan.

Mortality rates will be based upon the Towers Perrin Forster & Crosby 1971 Forecast Table (Administrator to be determined after RFP), with a one-year setback from male ages for unisex factors.

The level retirement benefit will be computed by increasing (until the earliest age at which the Primary Social Security Benefit is payable) the pension benefit that the participant would otherwise receive by the product resulting from multiplying the estimated Primary Social Security Benefit that the Participant would receive at the earliest age at which the Primary Social Security Benefit is payable by the factor on Table 4 corresponding to the participant's age, in years and months, and then decreasing the participant's benefit (commencing at the earliest age at which the Primary Social Security Benefit is payable) by the amount of the estimated Primary Social Security Benefit as determined above at the time of retirement.

TABLE 1

**Actuarial Percentage Factors for Early Retirement
(if employment is terminated by the Company
other than for cause)**

Age	10-18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
48	40	45	50	50	50	50	50	50	55	60	65	70	75	80	85	90	95	100
49	40	45	50	50	50	50	50	50	55	60	65	70	75	80	85	90	100	100
50	40	45	50	50	50	50	50	50	55	60	65	70	75	80	85	100	100	100
51	45	45	50	55	55	55	55	55	60	65	70	75	80	85	100	100	-	100
52	50	50	50	55	60	60	60	60	65	70	75	80	85	100	100	-	-	100
53	55	55	55	55	60	65	65	65	70	75	80	85	100	100	-	-	-	100
54	60	60	60	60	60	65	70	70	75	80	85	100	100	-	-	-	-	100
55	65	65	65	65	65	65	70	75	80	85	100	100	-	-	-	-	-	100
56	70	70	70	70	70	70	75	80	85	100	100	-	-	-	-	-	-	100
57	75	75	75	75	75	75	80	85	100	100	-	-	-	-	-	-	-	100
58	80	80	80	80	80	80	85	100	100	-	-	-	-	-	-	-	-	100
59	85	85	85	85	85	85	100	100	-	-	-	-	-	-	-	-	-	100
60	100	100	100	100	100	100	100	-	-	-	-	-	-	-	-	-	-	100
61	100	100	100	100	100	100	-	-	-	-	-	-	-	-	-	-	-	100
62-64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100

Factors for intermediate ages and intermediate service are available.

TABLE 1

**Actuarial Percentage Factors for Early Retirement
(except when employment is terminated by action of
the Company other than for cause)**

Age	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	Over
50	45	50	50	50	50	50	50	55	60	65	70	75	80	85	90	95	100
51	45	50	55	55	55	55	55	60	65	70	75	80	85	90	95	100	100
52	50	50	55	60	60	60	60	65	70	75	80	85	90	95	100	—	(00
53	55	55	55	60	65	65	65	70	75	80	85	90	95	100	—	—	100
54	60	60	60	60	65	70	70	75	80	85	90	95	100	—	—	—	100
55	65	65	65	65	65	70	75	80	85	90	95	100	—	—	—	—	100
56	70	70	70	70	70	75	80	85	90	95	100	—	—	—	—	—	100
57	75	75	75	75	75	80	85	90	95	100	—	—	—	—	—	—	100
58	80	80	80	80	80	85	90	95	100	—	—	—	—	—	—	—	100
59	85	85	85	85	85	90	95	100	—	—	—	—	—	—	—	—	100
60	90	90	90	90	90	95	100	—	—	—	—	—	—	—	—	—	100
61	95	95	95	95	95	100	—	—	—	—	—	—	—	—	—	—	100
62-64	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	100
65	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	100

Factors for intermediate ages and intermediate service are available.

TABLE 2

DETERMINATION OF AGES:

Use your age and the age of your named survivor as of the birthday nearest the date your pension starts (age 65 if you are receiving a disability benefit) to determine the factor that will be applied to reduce your pension. If you receive a disability benefit, and die prior to age 65 or you retire and defer commencing your pension, the factor will be based on your age and your named spouse's age at the time of your death.

Factors for ages other than those shown are available from Benefit Plan Operations.

SURVIVING SPOUSE FACTORS

PENSIONER'S AGE

Spouse's Age	48	50	52	54	56	58	59	60	61	62	63	64	65	66	67	68	69	70
41	.945	.936	.927	.917	.906	.893	.886	.879	.872	.864	.856	.847	.838	.829	.819	.810	.800	.789
43	.948	.939	.930	.920	.909	.897	.890	.883	.876	.868	.860	.851	.842	.833	.823	.814	.804	.794
45	.950	.943	.934	.924	.913	.901	.894	.887	.880	.872	.864	.856	.847	.838	.828	.818	.808	.798
47	.953	.946	.937	.928	.917	.905	.899	.892	.885	.877	.869	.861	.852	.842	.833	.823	.813	.803
50	.958	.951	.943	.934	.924	.912	.906	.899	.892	.885	.877	.868	.860	.851	.841	.832	.822	.812
53	.963	.956	.949	.940	.931	.920	.913	.907	.900	.893	.885	.877	.869	.860	.851	.841	.831	.821
55	.966	.960	.952	.944	.935	.925	.919	.913	.906	.899	.891	.883	.875	.866	.857	.848	.838	.828
57	.969	.963	.956	.949	.940	.930	.924	.918	.912	.905	.898	.890	.882	.873	.864	.855	.845	.836
58	.970	.965	.958	.951	.942	.932	.927	.921	.915	.908	.901	.893	.885	.877	.868	.859	.849	.840
59	.972	.966	.960	.953	.945	.935	.930	.924	.918	.911	.904	.897	.889	.880	.871	.862	.853	.844
60	.973	.968	.962	.955	.947	.938	.933	.927	.921	.914	.907	.900	.892	.884	.875	.866	.857	.848
61	.975	.970	.964	.957	.950	.940	.935	.930	.924	.918	.911	.904	.896	.888	.879	.870	.861	.852
62	.976	.971	.966	.959	.952	.943	.938	.933	.927	.921	.914	.907	.900	.892	.883	.874	.865	.856
63	.977	.973	.968	.961	.954	.946	.941	.936	.930	.924	.918	.911	.903	.895	.887	.879	.870	.861
64	.979	.974	.969	.963	.957	.948	.944	.939	.933	.927	.921	.914	.907	.899	.891	.883	.874	.865
65	.980	.976	.971	.965	.959	.951	.947	.942	.936	.931	.925	.918	.911	.903	.896	.887	.879	.870
66	.981	.977	.973	.967	.961	.954	.949	.945	.940	.934	.928	.922	.915	.908	.900	.892	.883	.875
67	.982	.979	.974	.969	.963	.956	.952	.948	.943	.937	.932	.925	.919	.912	.904	.896	.888	.879
68	.984	.980	.976	.971	.966	.959	.955	.951	.946	.941	.935	.929	.923	.916	.908	.901	.893	.884
69	.985	.981	.977	.973	.967	.961	.957	.953	.949	.943	.938	.932	.927	.920	.913	.905	.897	.889
70	.986	.983	.979	.975	.970	.964	.960	.956	.952	.947	.942	.937	.930	.924	.917	.910	.902	.894

TABLE 2 (Cont.)
SURVIVING CHILD FACTORS
PENSIONER'S AGE

Child's Age	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65
1	.961	.957	.952	.948	.943	.938	.932	.926	.918	.910	.902	.892	.882	.871	.859	.847
2	.964	.960	.956	.952	.947	.943	.937	.931	.924	.917	.908	.899	.890	.879	.868	.855
3	.967	.963	.960	.956	.951	.946	.942	.936	.930	.923	.915	.906	.897	.887	.876	.864
4	.970	.967	.963	.959	.955	.951	.946	.942	.936	.928	.921	.913	.905	.895	.884	.873
5	.973	.970	.967	.963	.960	.955	.951	.946	.941	.935	.928	.920	.912	.903	.893	.882
6	.976	.973	.971	.967	.964	.960	.956	.951	.946	.941	.935	.927	.920	.911	.902	.891
7	—	.976	.974	.971	.968	.965	.961	.957	.952	.947	.942	.935	.928	.919	.910	.901
8	.981	.979	.977	.976	.972	.969	.966	.962	.958	.953	.948	.943	.936	.928	.920	.911
9	.984	.982	.980	.978	.976	.973	.970	.967	.963	.959	.954	.949	.944	.937	.930	.921
10	.986	.985	.983	.981	.979	.977	.974	.971	.968	.965	.961	.956	.951	.945	.939	.931
11	.988	.987	.985	.984	.982	.980	.978	.976	.973	.970	.966	.962	.958	.952	.947	.941
12	.990	.989	.988	.986	.985	.983	.982	.980	.977	.975	.972	.968	.964	.960	.955	.949
13	.992	.991	.990	.989	.988	.986	.985	.983	.981	.979	.977	.974	.970	.967	.962	.958
14	.993	.993	.992	.991	.990	.989	.988	.986	.985	.983	.981	.979	.976	.973	.969	.965
15	.995	.994	.994	.993	.992	.991	.990	.989	.988	.987	.985	.983	.981	.979	.976	.973
16	.996	.996	.995	.995	.994	.993	.993	.992	.991	.990	.989	.987	.986	.984	.981	.979
17	.997	.997	.996	.996	.996	.995	.995	.994	.993	.993	.992	.991	.989	.988	.986	.984
18	.998	.998	.998	.997	.997	.997	.996	.996	.995	.995	.994	.994	.993	.992	.991	.989
19	.999	.999	.998	—	.998	.998	.998	.997	.997	.997	.996	.996	.995	.995	.994	.993
20	.999	.999	.999	.999	.999	.999	.999	.999	.998	.998	.998	.998	.997	.997	.997	.996
21	—	—	—	—	—	—	.999	.999	.999	.999	.999	.999	.999	.999	.999	.998
22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

=1.000

SURVIVING DEPENDENT PARENT FACTORS			
PARENT'S AGE	AGE OF PENSIONER		
	55	60	65
70	.950	—	—
75	.985	.949	—
80	.991	.985	.972
85	.995	.992	.985

TABLE 3

**PRERETIREMENT SURVIVING
SPOUSE FACTORS
VESTED BENEFITS ONLY**

<u>Your Age While Preretirement Surviving Spouse Benefit is In Effect</u>	<u>Annual Reduction for Each Year the Benefit Is Effective</u>
Under 45	One-tenth of one percent
45 through 54	Two-tenths of one percent
55 and over	One-half of one percent

TABLE 4

Age	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
48	.305	.307	.309	.311	.313	.315	.318	.321	.323	.326	.328	.329
49	.330	.332	.334	.336	.339	.341	.344	.347	.349	.352	.354	.356
50	.357	.359	.361	.363	.366	.368	.371	.373	.375	.378	.380	.383
51	.386	.388	.391	.393	.396	.398	.401	.403	.406	.409	.412	.414
52	.417	.420	.423	.425	.428	.431	.434	.437	.440	.443	.446	.449
53	.452	.455	.458	.461	.464	.467	.471	.474	.477	.480	.484	.487
54	.491	.494	.497	.501	.504	.507	.511	.515	.518	.522	.526	.529
55	.533	.537	.540	.544	.548	.552	.556	.560	.564	.568	.572	.576
56	.580	.584	.588	.592	.597	.601	.605	.609	.614	.618	.623	.628
57	.632	.637	.641	.646	.650	.655	.660	.665	.670	.675	.680	.685
58	.690	.695	.700	.705	.711	.716	.721	.727	.732	.738	.743	.749
59	.755	.761	.766	.772	.778	.784	.790	.796	.802	.808	.814	.821
60	.827	.834	.840	.846	.853	.859	.866	.873	.880	.887	.894	.901
61	.909	.916	.923	.930	.937	.945	.952	.960	.968	.976	.984	.992
62	1.000											

The above table is based upon an interest assumption of 6% a year.

Mortality rates will be based upon the Towers Perrin Forster & Crosby 1971 Forecast Table, with a one-year setback from male ages for unisex factors.

The level retirement benefit will be computed by increasing (until the earliest age at which the Primary Social Security Benefit is payable) the pension benefit that the Participant would otherwise receive by the product resulting from multiplying the estimated Primary Social Security Benefit that the Participant would receive at the earliest age at which the Primary Social Security Benefit is payable by the factor on Table 4 corresponding to the Participant's age, in years and months, and then decreasing the Participant's benefit (commencing at the earliest age at which the Primary Social Security Benefit is payable) by the amount of the estimated Primary Social Security Benefit as determined above at the time of retirement.

TABLE 5

To be used when the benefit payable in the level income option form is less than the estimated Primary Insurance Account.

Age	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
48	1.441	1.446	1.450	1.454	1.458	1.462	1.467	1.471	1.475	1.480	1.484	1.489
49	1.493	1.498	1.503	1.508	1.513	1.518	1.523	1.528	1.533	1.538	1.544	1.549
50	1.554	1.560	1.566	1.572	1.578	1.584	1.590	1.596	1.602	1.608	1.615	
51	1.627	1.634	1.641	1.649	1.656	1.663	1.670	1.678	1.685	1.693	1.700	
52	1.716	1.725	1.733	1.742	1.751	1.760	1.769	1.778	1.787	1.796	1.806	
53	1.825	1.836	1.847	1.858	1.869	1.880	1.891	1.903	1.914	1.926	1.938	1.951
54	1.963	1.977	1.990	2.004	2.019	2.033	2.048	2.063	2.078	2.094	2.109	2.125
55	2.142	2.160	2.178	2.196	2.215	2.235	2.254	2.274	2.295	2.316	2.337	2.359
56	2.382	2.406	2.431	2.457	2.483	2.510	2.538	2.566	2.595	2.625	2.656	
57	2.719	1.755	2.791	2.829	2.868	2.908	2.950	2.992	3.036	3.082	3.129	
58		3.285	3.343	3.403	3.467	3.532	3.601	3.672	3.747	3.825	3.906	
59		4.182	4.288	4.401	4.519	4.645	4.779	4.921	5.072	5.234	5.407	
60		6.023	6.274	6.549	6.849	7.180	7.546	7.953	8.408	8.920	9.501	
61		11.906	13.071	14.492	16.271	18.557	21.611	25.882	32.288	42.968	64.294	
62												

Table 5 is used to compute a participant's benefit under the level income option when a participant's benefit would otherwise reduce to zero after age 62 when applying Table 4. The retirement benefit payable at early retirement date until the earliest age at which the Primary Social Security Benefit is payable (age 62) is equal to the early retirement benefit multiplied by the factor in Table 5 corresponding to the Participant's age (in years and months).

The above table is based upon an interest assumption of 6% a year.

Mortality rates are based upon the Towers Perrin Forster & Crosby 1971 Forecast Table, with one year set-back from male ages for unisex factors.