

**AMENDMENT ONE TO EAST TENNESSEE TECHNOLOGY PARK
SEVERANCE PLAN FOR GRANDFATHERED EMPLOYEES**

WITNESSETH

WHEREAS, UCOR LLC (the "Employer") previously adopted the East Tennessee Technology Park Severance Plan for Grandfathered Employees, effective August 1, 2011 (the "Plan") for certain of its eligible employees;

WHEREAS, pursuant to Paragraph E of the Other Important Information section of the Plan, the Employer has reserved the right to amend the Plan at any time; and

WHEREAS, the Employer has duly authorized the Human Resources Manager to act on behalf of the Employer on Plan matters, including amendments to the Plan; and

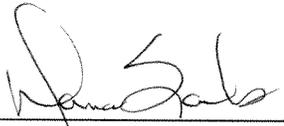
WHEREAS, the Employer now desires to amend the Plan to provide for a maximum limitation on the amount of severance benefits payable to participants who are Grandfathered Employees not represented by a collective bargaining agreement.

NOW, THEREFORE, the Plan is hereby amended, effective March 31, 2014, by the addition of a new provision, to be placed in the Plan's "How The Plan Works" section and reading as follows:

"Special Rule for Non-Bargained Grandfathered Employees.
Notwithstanding any provision in this Plan to the contrary, the total amount payable under this Plan on account of a Termination of Employment for a Grandfathered Employee not represented by a collective bargaining agreement shall not exceed the greater of (i) an amount equal to 20 weeks' Pay or (ii) the Severance Pay amount that would otherwise be payable under the Plan based on the employee's Company Service Credit as of March 31, 2014."

Except as herein amended, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment One to be executed by its duly authorized officer this 6th day of March, 2014.

ATTEST: 

UCOR

By:


Dominic Sansotta

Title: Human Resources Manager

Date: 03/06/2014