

**EAST TENNESSEE TECHNOLOGY PARK
SEVERANCE PLAN
FOR GRANDFATHERED EMPLOYEES**

As Amended and Restated August 1, 2011

Effective August 1, 2011, URS | CH2M Oak Ridge, LLC doing business as UCOR ("UCOR") establishes this East Tennessee Technology Park Severance Plan for Grandfathered Employees ("Plan"). The purpose of this Plan is to ease the economic hardship of unemployment for certain Grandfathered Employees (i) who experience an involuntary Termination of Employment for any reason, other than for Cause, or (ii) who voluntarily terminate employment under a Contractor-initiated reduction in force program that expressly provides for Severance Pay under this Plan, provided, however, that such individual's Termination of Employment occurs on or after the date this document is signed by UCOR LLC and before the termination of the Plan.

The Plan supersedes all other arrangements, plans, programs or practices in effect under which a Contractor may have provided termination allowances, separation allowances or pay or other severance pay to Grandfathered Employees whose Termination of Employment date occurs prior to August 1, 2011.

DEFINITIONS

- **Administrator** means the Committee established pursuant to the terms of this Plan, or the Committee's delegate.
- **Cause** means a Termination of Employment due to poor performance or violation of the policy or rules applicable to Grandfathered Employees or employed in connection with the Contract, provided the reason for Termination of Employment is not Lack of Work or Mental or Physical Condition.
- **Company Service Credit** means an Eligible Employee's years and months of continuous and uninterrupted employment for the period that begins on his or her most recent date of employment by a Contractor to perform work pursuant to the Contract and that ends due to the Termination of Employment that makes the Eligible Employee eligible for Severance Pay (including Severance Pay under a voluntary reduction in force). The following special rules apply when determining an Eligible Employee's Company Service Credit:
 - If an Eligible Employee is re-employed by a Contractor to perform work pursuant to the Contract after having been paid Severance Pay (including Severance Pay under a voluntary reduction in force), Company Service Credit for any subsequent Severance Pay consideration will start from the date of such reemployment.
 - For purposes of determining an Eligible Employee's Company Service Credit under this Plan, years and months of service (if any) with Lockheed Martin Energy Systems, Inc., with Lockheed Martin Utility Services, and with Lockheed Martin Energy Research will be treated as though they were service with a Contractor. In addition, years and months of service (if any) with United States Enrichment Corporation (USEC) will be treated as though they were

service with a Contractor provided the Eligible Employee is a Grandfathered Employee.

- Subject to Department of Energy approval, the Administrator may grant additional Company Service Credit in its sole and absolute discretion.
 - Hourly employees will have Company Service Credit, if any, determined under applicable collective bargaining agreements that have been ratified by UCOR LLC and/or its first- or second-tier workforce transition subcontractors.
- **Contract** means the U.S. Department of Energy Contracts DE-AC05-98OR22700, DE-AC05-03OR22980, and DE-SC 0004645, as amended from time to time.
 - **Contractor** means Bechtel Jacobs Company LLC, with respect to any event occurring before August 1, 2011, UCOR LLC with respect to any event occurring on or after August 1, 2011, and/or one of the first-tier or second-tier workforce transition subcontractors, within the meaning of U.S. Department of Energy Contracts DE-AC05-98OR22700, DE-AC05-03OR22980, and DE-SC 0004645, as amended from time to time (the "Contracts").
 - **Covered Employment** means regular, permanent, full- or part-time employment which is, with respect to:
 - Bechtel Jacobs Company LLC or UCOR LLC work performed under the Contract;
 - First-tier or second-tier subcontractors within the meaning of the Contract, work performed in a Staffing Plan Position;
 - a New Prime Contractor, work performed under the New Contract for which the New Prime Contractor is the prime contractor as designated by the U.S. Department of Energy;
 - a New Subcontractor, work performed under the New Contract by an employee who is a member of the class of employees with respect to whom the New Subcontractor has properly adopted the East Tennessee Technology Park Pension Plan for Grandfathered Employees; and
 - a DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor, work performed by an employee for whom pension assets have been transferred from the East Tennessee Technology Park Pension Plan for Grandfathered Employees to a pension plan sponsored by such DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor.
 - **DOE-ORO** means Department of Energy-Oak Ridge Operations.
 - **DOE-PPPO** means Department of Energy-Portsmouth-Paducah Project Office.
 - **Eligible Employee** means an individual who is (i) an hourly-paid, common law employee of a Contractor whose employment is governed by the terms of a collective bargaining agreement that has been ratified by UCOR LLC and that provides for benefits under this plan or (ii) a Grandfathered Employee.

- **Grandfathered Employee** means an individual who meets both of the following conditions:
 - The individual was either: (1) an employee of Lockheed Martin Energy Systems, Lockheed Martin Utility Services, or Lockheed Martin Energy Research (collectively, 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 Bechtel Jacobs Company LLC or its first-tier or second-tier subcontractors for work in Covered Employment 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 Bechtel Jacobs Company LLC or its first-tier or second-tier subcontractors for work in Covered Employment after March 31, 2000, and before January 1, 2001; 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 is subsequently hired by Bechtel Jacobs Company LLC or its first-tier or second-tier subcontractors for work in Covered Employment before January 1, 2001; or (4) covered by an applicable bargaining unit transition agreement for which no employment deadline is specified.

A Grandfathered Employee who incurs a break in service of any length continues as a Grandfathered Employee upon reemployment by Bechtel Jacobs Company LLC or any of its first-tier or second-tier subcontractors for work in Covered Employment, or upon employment by a New Prime Contractor or New Subcontractor for work in Covered Employment; except that a Grandfathered Employee whose Covered Employment with Bechtel Jacobs Company LLC, its first-tier or second-tier subcontractors, a New Prime Contractor, a New Subcontractor, or any other DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor is terminated after December 31, 2000, for any reason other than an involuntary reduction-in-force, forfeits his or her Grandfathered Employee status and will not be a Grandfathered Employee if reemployed.

- **New Contract** means U.S. Department of Energy Contract No. DE-AC30-10CC40020 ("Paducah New Remediation Contract"), U.S. Department of Energy Contract No. DE-AC24-05OH20178 ("Paducah Infrastructure Contract"), U.S. Department of Energy Contract No. DE-AC30-10CC40021 ("Paducah New Infrastructure Services Contract"), U.S. Department of Energy Contract No. DE-AC24-05OH20193 ("Portsmouth Infrastructure Contract"), U.S. Department of Energy Contract No. DE-AC30-06EW05001 ("Paducah Remediation Contract"), U.S. Department of Energy Contract No. DE-CI0000004 ("Portsmouth Facilities Support Services Contract"), U.S. Department of Energy Contract No. DE-AC24-05OH20192 ("Portsmouth Remediation Contract"), or U.S. Department of Energy Contract No. DE-AC30-09CC40017 ("D&D Remediation Contract"), as those contracts may be amended from time to time.

- **New Prime Contractor** means a prime contractor under a New Contract as designated by the U.S. Department of Energy, but only with respect to its employees performing work under the New Contract for which it is prime contractor.
- **New Subcontractor** means a first-tier or second-tier subcontractor of a New Prime Contractor, but only with respect to its employees performing work under the New Contract for which that New Prime Contractor is the prime contractor. In order to be a New Subcontractor, the first-tier or second-tier subcontractor must employ at least one Grandfathered Employee who is working under the applicable New Contract for that New Subcontractor on the applicable Transition Date.
- **Pay** means an Eligible Employee's rate of pay as in effect on the last day of the last pay period immediately before the Eligible Employee's Termination of Employment. Pay includes extended hours' pay, if any, but excludes all overtime premium or shift differential.
- **Staffing Plan Position** means a regular, permanent, full- or part-time position identified on a first-tier or second-tier subcontractor's Staffing Plan, Exhibit "H", "C" Form B Appendix 1, submitted pursuant to the requirements of the Contracts and as approved by UCOR LLC, for periods on or after August 1, 2011 (by Bechtel Jacobs Company LLC for periods prior to August 1, 2011). For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent.
- **Termination of Employment** means that an Eligible Employee's name has been removed from the payroll and personnel records for current employees of all Contractors.
- **Transition Date** means with respect to each New Prime Contractor, the effective date, as specified by the U.S. Department of Energy in its New Contract.

ELIGIBILITY

Subject to the Agreement and Release provisions below, an Eligible Employee with 3 months of Company Service Credit generally will be eligible for Severance Pay under the Plan if he or she experiences a Termination of Employment due to the following:

- **Lack of Work.** Layoff from all Contractors on account of lack of work.
- **Mental or Physical Condition.** Termination of Employment due to inability to perform the essential functions of any job under the Contract for which the Eligible Employee is qualified based on education, experience, or training.
- **Other Reasons.** An involuntary Termination of Employment for any reason other than Cause.
- **Certain Voluntary Terminations of Employment.** A Termination of Employment pursuant to a Contractor-initiated reduction in force program in connection with services performed under the Contract, provided such program expressly provides an Eligible Employee will receive Severance Pay under this Plan.

Notwithstanding the foregoing, no Severance Pay will be paid under this Plan under any of the following circumstances:

- The Termination of Employment is prior to August 1, 2011.
- The reason for Termination of Employment is Lack of Work, and the Lack of Work is caused by a temporary suspension of work as determined by the Administrator.
- The Eligible Employee was not classified on a Contractor's payroll and personnel records as a regular employee. For example, the Eligible Employee was hired for intermittent or casual work or as a temporary worker for a limited time or for a specific project.
- The Administrator determines that the Eligible Employee had an offer of employment, accepted an offer of employment or failed to fully pursue an available employment opportunity on or about the time of his or her Termination of Employment to go to work for a Contractor, an affiliate of a Contractor, a New Prime Contractor, a New Subcontractor or any other organization to which work previously performed by a Contractor is, or has been, transferred whether by contract or subcontract or otherwise or by a decision of the U.S. Department of Energy or otherwise.
 - The Eligible Employee does not have a Termination of Employment.
 - The Eligible Employee voluntarily terminates employment, and the Termination of Employment is not based on a Mental or Physical Condition or a Contractor-initiated reduction in force in connection with service performed under the Contract.
 - The Eligible Employee is discharged for Cause.
 - The Eligible Employee is covered by any other separation pay plan or arrangement of a Contractor or affiliate or by an employment agreement with a Contractor.
 - The Eligible Employee has failed to refund excess Severance Pay that was supposed to be refunded.

AGREEMENT AND RELEASE IN A VOLUNTARY-REDUCTION-IN-FORCE

In addition to the requirements in the Eligibility section above, it shall be a condition of eligibility for Severance Pay in a Voluntary-Reduction-In-Force provided under this Plan that the Eligible Employee will have signed an Agreement and Release in the form set forth in Attachment A or B, as applicable, and such Agreement and Release will have become effective in accordance with its terms. The failure or refusal of an Eligible Employee to sign such an Agreement and Release or the revocation of such an Agreement and Release, to the extent permitted by its terms, will disqualify the Eligible Employee from receiving Severance Pay under the Plan.

If an employee files a lawsuit, charge, complaint or other claim asserting any claim or demand within the scope of the Agreement and Release set forth in Attachment A or B, as applicable,

the Contractor, whether or not such claim is valid, will retain all rights and benefits of the Agreement and Release and in addition, will be entitled to cancel any and all future obligations of the Agreement and Release and recoup the value of all payments and benefits paid under the Plan, together with the Contractor's or Administrator's costs and attorney's fees. Notwithstanding the forgoing, any agreement and release for hourly-paid eligible employees will be governed by the terms of a collective bargaining agreement that has been ratified by UCOR LLC and/or its first- and second-tier Subcontractors.

HOW THE PLAN WORKS

Severance Pay will be paid in a lump-sum as soon as administratively practicable after the seven-day revocation period following the Eligible Employee's Termination of Employment, subject to the Agreement and Release Voluntary-Reduction-In-Force section above, if applicable. In no case will the Severance Pay be paid later than 2.5 months after the Eligible Employee's Termination of Employment. To the extent permitted by law, Severance Pay will be reduced by any amounts owed for the value of unreturned property, expenses or other reimbursable items.

An Eligible Employee may be reemployed by UCOR LLC before the end of the period covered by the Severance Pay, provided the employee refunds a portion of the Severance Pay to the Administrator. The required refund amount will be determined by multiplying the Eligible Employee's total Severance Pay by a fraction, the numerator of which is the number of weeks remaining in the employee's severance period and the denominator of which is the total weeks in the severance period. Such refunds are subject to any additional limitations described below. An Eligible Employee may be reemployed by a UCOR LLC first- or second-tier subcontractor before the end of the period covered by the Severance Pay without refunding a portion of the Severance Pay to the Administrator.

- **Hourly Employees** will have Severance Pay, Agreement and Release, and refund requirements, if any, determined under applicable collective bargaining agreements that have been ratified by UCOR LLC and/or its first- or second-tier workforce transition subcontractors.
- **Salaried Employees** will have Severance Pay, if any, determined as follows:

<u>Company Service Credit</u>	<u>Severance Pay</u>
3 months and under 1 year	Same proportion of 1/2 month's Pay as completed months of Company Service Credit are of 12 months
1 year and under 3 years	1/2 month's Pay
3 years and under 5 years	3/4 month's Pay
5 years and under 7 years	1 month's Pay
7 years and under 10 years	1 and 1/2 month's Pay
10 years	2 months' Pay
11 years and more	Same as for 10 years, plus 1/4 month's Pay for each additional year of Company Service Credit

Severance Pay under the Plan will not exceed the guideline amounts referred to above. If a Contractor determines that a part-time employee is to receive Severance Pay under this Plan, the part-time employee's Severance pay will be a prorated share of full time Severance Pay, as determined by the Contractor. Severance Pay in situations where a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person will require prior Department of Energy approval.

OTHER IMPORTANT INFORMATION

- A. UCOR LLC's Board of Management ("Board") may appoint a Committee to administer the Plan. The Board may delegate this authority to an officer of UCOR LLC. The Committee will hold office at the pleasure of the Board or its delegate and will be a named fiduciary of the Plan. To the extent that the Board or its delegate does not appoint a Committee, the term Committee shall be deemed to refer to UCOR LLC. 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 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.
- B. To the fullest extent permitted by law, benefits under the Plan are not assignable.
- C. No right to a benefit under the Plan will depend (or will be deemed to depend) upon whether an Eligible Employee retires or elects to receive retirements benefits under the terms of any employee pension benefit plan.
- D. Benefits under the Plan are conditioned upon an Eligible Employee's compliance with any confidentiality agreement entered into with a Contractor or with LMES, LMUS, or LMER and on an Eligible Employee's proper execution of any release and/or waiver requested by a Contractor.

If an individual believes that he or she is entitled to a greater benefit under this Plan, the individual may submit a signed, written application to the Administrator within 90 days of his or her Termination of Employment. The individual will generally be notified of the approval or denial of this application within 90 days of the date that the Administrator receives the application. If the individual's claim is denied, the notification will state specific reasons for the denial and the individual will have 60 days to file a signed, written request for a review of the denial with the Administrator. This request should include the reasons the individual is requesting a review, facts supporting the request and any other relevant comments. Pursuant to its full discretionary authority to administer and interpret the Plan and to determine eligibility for benefits under the terms of the Plan, the Administrator will generally make a final, written determination of an individual's eligibility for benefits within 60 days of receipt of a request for review. No

legal or equitable action may be brought concerning a Plan benefit dispute more than one calendar year after the date of a Participant or Beneficiary's final claim denial.

- E. UCOR LLC reserves the right, in its sole and unlimited discretion, to amend, in writing, or to terminate this Plan at any time.
- F. The Contractors will withhold taxes and other payroll deductions from Severance Pay.
- G. This Plan does not provide any individual with any right to continue employment with any employer or Contractor or affect any employer or Contractor's right to terminate the employment of any individual at any time with or without cause.
- H. This Plan is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, to the extent applicable, the laws of the State of Tennessee.
- I. The end of the year for purposes of maintaining the Plan's fiscal records is December 31.
- J. UCOR LLC will indemnify and hold harmless the Board, the members of the Committee, and any employees of UCOR LLC, 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 this 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 Agent for service of legal process for this Plan is the Benefits & Investment Committee of Bechtel Jacobs Company LLC.

IN WITNESS WHEREOF, UCOR LLC has caused this Plan to be signed by its duly authorized officer this 21 day of July, 2011.

UCOR LLC

ATTEST: DJ Sansotta

By: Leo Sain for
Leo Sain

Title: President and General Manager

Date: 7-21-11

ATTACHMENT A

UCOR LLC
AGREEMENT AND RELEASE
VOLUNTARY-REDUCTION-IN-FORCE (VRIF)

I understand that, pursuant to the terms of the UCOR LLC Severance Plan for Grandfathered Employees, ("Plan"), my employment with UCOR LLC (the "Company") and/or one of the Company's first-tier or second-tier subcontractors under the Contracts (each, as a "Contractor") is being terminated. As provided in the Plan, the Company, on behalf of itself and my employing Contractor, has offered me, and I have agreed to accept, severance pay in exchange for providing the Agreement and Release as set forth below.

I acknowledge and agree to the following:

1. My employment with my employing Contractor is terminated as of _____. In connection with my termination of employment, I will receive \$_____ in a single sum as severance pay benefits under the Plan.
2. I have received and read a copy of the Plan. I understand that in order to receive severance pay benefits under the Plan that I must return to the Company an executed copy of this Agreement and Release, and that such Agreement and Release must have become effective under its terms.
3. I understand that for a salaried employee, severance pay is determined by multiplying current pay by the number of months in the applicable severance period, and that for an hourly employee, severance pay is determined under the collective bargaining agreement covering such employee.
4. I understand that a salaried employee cannot be reemployed by UCOR LLC before the end of the applicable severance period unless the salaried employee refunds a portion of the severance pay to the Administrator of the Plan. The amount of the required refund is determined by multiplying total severance pay by a fraction, the numerator of which is the number of weeks remaining in the severance period and the denominator of which is the total number of weeks in the severance period. I understand that a salaried employee can be reemployed by a UCOR LLC first- or second-tier subcontractor before the end of the applicable severance period without refunding a portion of the severance pay to the Administrator of the Plan. The reemployment and refund requirements applicable to an hourly employee are governed by the applicable collective bargaining agreement.
5. In consideration of the severance pay benefits provided under the Plan, as described in the first paragraph of this Agreement and Release, on behalf of myself, my heirs, executors, administrators, successors and assigns, I RELEASE and DISCHARGE the Contractors, each of their successors, assigns, subsidiaries, affiliates, directors, officers, representatives, agents and employees (collectively referred to as "Releasees") from any and all claims, charges, actions and causes of action with respect to, or arising out of, my offer of employment, my employment or termination of my employment with my employing Contractor. This includes, but is not limited to, claims in contract or in tort or arising under federal, state, or local laws prohibiting sex, age, race or any other forms of discrimination or claims growing out of any legal restrictions on the Contractors' rights to terminate their

employees. The only exceptions are any claims I may have for unemployment compensation and workers' compensation.

6. I understand and agree that this Agreement and Release is a full and complete waiver and release of all claims, including, but not limited to claims of wrongful discharge, breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, defamation, personal injury, emotional distress, claims under Title VII of the 1964 Civil Rights Act, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Family Care and Medical Leave Act and any other federal or applicable state laws and regulations relating to employment or employment discrimination.
7. I also hereby agree that nothing contained in this Agreement and Release is, or is to be treated as, an admission of liability or wrongdoing by the Contractors.
8. This Agreement and Release contains the entire agreement between the Contractors and me with respect to any matters referred to in the Agreement and Release.
9. If any one or more of the provisions contained in this Agreement and Release is, for any reason, held to be unenforceable, that holding will not affect any other provision of this Agreement and Release.
10. Before executing this Agreement and Release, I obtained enough information to intelligently exercise my own judgment about the terms of the Agreement and Release. My employing Contractor, or the Company acting on behalf of my employing Contractor, has informed me in writing to consult an attorney before signing this Agreement and Release, if I wish. My employing Contractor, or the Company acting on behalf of my employing Contractor, has also given me 45 days in which to consider this Agreement and Release, if I wish. I also understand that for a period of 7 days after I sign this Agreement and Release I may revoke it and that the Agreement and Release will not become effective until 7 days after I sign it.
11. Participant Information:
 - Appendix 1 to this Agreement and Release contains the job titles and ages of all individuals eligible for participation in the Plan.
 - Appendix 2 to this Agreement and Release contains the ages of all individuals in the same job classification or organizational unit who are not eligible for participation in the Plan.
 - Appendix 3 to this Agreement and Release is a copy of the Plan, which contains the eligibility requirements and time limits applicable to the Plan.

EMPLOYEE'S ACCEPTANCE OF AGREEMENT AND RELEASE

BEFORE SIGNING MY NAME TO THIS AGREEMENT AND RELEASE, I STATE THAT: I HAVE READ IT; I UNDERSTAND IT AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS; I AM AWARE OF MY RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING IT; AND I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Date Delivered to Employee: _____

Date Signed:

Employee Signature

Employee Name Printed

Date Signed:

On Behalf of the Contractor

ATTACHMENT B

GENERAL AGREEMENT AND RELEASE OF ALL CLAIMS

I understand that, pursuant to the terms of the UCOR LLC Severance Plan for Grandfathered Employees, ("Plan"), my employment with UCOR LLC (the "Company") and/or one of the Company's first-tier or second-tier subcontractors under the Contract (each, a "Contractor") is being terminated. As provided in the Plan, the Company, on behalf of itself and my employing Contractor, has offered me, and I have agreed to accept, severance pay in exchange for providing the Agreement and Release as set forth below.

I acknowledge and agree to the following:

1. My employment with my employing Contractor is terminated as of _____. In connection with my termination of employment, I will receive \$_____ in a single sum as severance pay benefits under the Plan.
2. I have received and read a copy of the Plan. I understand that in order to receive severance pay benefits under the Plan that I must return to the Company an executed copy of this Agreement and Agreement and Release, and that such Agreement and Release must have become effective under its terms.
3. I understand that for a salaried employee, severance pay is determined by multiplying current pay by the number of months in the applicable severance period, and that for an hourly employee, severance pay is determined under the collective bargaining agreement covering such employee.
4. I understand that a salaried employee cannot be reemployed by UCOR LLC before the end of the applicable severance period unless the salaried employee refunds a portion of the severance pay to the Administrator of the Plan. The amount of the required refund is determined by multiplying total severance pay by a fraction, the numerator of which is the number of weeks remaining in the severance period and the denominator of which is the total number of weeks in the severance period. I understand that a salaried employee can be reemployed by a UCOR LLC first- or second-tier subcontractor before the end of the applicable severance period without refunding a portion of the severance pay to the Administrator of the Plan. The reemployment and refund requirements applicable to an hourly employee are governed by the applicable collective bargaining agreement.
5. In consideration of the severance pay benefits provided under the Plan, as described in the first paragraph of this Agreement and Release, on behalf of myself, my heirs, executors, administrators, successors and assigns, I RELEASE and DISCHARGE the Contractors, each of their successors, assigns, subsidiaries, affiliates, directors, officers, representatives, agents and employees (collectively referred to as "Releasees") from any and all claims, charges, actions and causes of action with respect to, or arising out of, my offer of employment, my employment or termination of my employment with my employing Contractor. This includes, but is not limited to, claims in contract or in tort or arising under federal, state, or local laws prohibiting sex, age, race or any other forms of discrimination or claims growing out of any legal restrictions on the Contractors' rights to terminate their employees. The only exceptions are any claims I may have for unemployment compensation and workers' compensation.

6. I understand and agree that this RELEASE is a full and complete waiver of all claims, including, but not limited to, claims of wrongful discharge, breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, defamation, personal injury, emotional distress, claims under Title VII of the 1964 Civil Rights Act, as amended, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Employee Retirement Income Security Act ("ERISA"), except to the extent of currently vested benefits under any ERISA plan and the benefits provided specifically herein, and any and all other federal state, or local laws and/or regulations relating to employment or employment discrimination that are or may be applicable to my employment with the Contractors excluding any claims I might have for unemployment insurance benefits, state disability compensation and/or workers' compensation benefits.
7. I also hereby agree that nothing contained in this Agreement and Release is, or is to be treated as, an admission of liability or wrongdoing by the Contractors.
8. This Agreement and Release contains the entire agreement between the Contractors and me with respect to any matters referred to in the Agreement and Release.
9. If any one or more of the provisions contained in this Agreement and Release is, for any reason, held to be unenforceable, that holding will not affect any other provision of this Agreement and Release.
10. Before executing this Agreement and Release, I obtained enough information to intelligently exercise my own judgment about the terms of the Agreement and Release. My employing Contractor, or the Company acting on behalf of my employing Contractor, has informed me in writing to consult an attorney before signing this Agreement and Release, if I wish.
11. Participant Information:
 - Appendix 1 to this Agreement and Release is a copy of the Plan, which contains the eligibility requirements and time limits applicable to the Plan.

EMPLOYEE'S ACCEPTANCE OF AGREEMENT AND RELEASE

BEFORE SIGNING MY NAME TO THIS AGREEMENT AND RELEASE, I STATE THAT: I HAVE READ IT; I UNDERSTAND IT AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS; I AM AWARE OF MY RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING IT; AND I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Date Delivered to Employee: _____

Date Signed:

Employee Signature

Employee Name Printed

Date Signed:

EXAMPLE -UCOR Severance Plan

1. **Current Provisions: Grandfathered Employees – Non CBA:**

- Have Severance Pay, if any, determined as follows:

<u>Company Service Credit</u>	<u>Severance Pay</u>
3 months and under 1 year	Same proportion of 1/2 month's Pay as completed months of Company Service Credit are of 12 months
1 year and under 3 years	1/2 month's Pay
3 years and under 5 years	3/4 month's Pay
5 years and under 7 years	1 month's Pay
7 years and under 10 years	1 and 1/2 month's Pay
10 years	2 months' Pay
11 years and more	Same as for 10 years, plus 1/4 month's Pay for each additional year of Company Service Credit

2. Severance Payment Hours Summary – Years of Service

Years of Service	Severance Pay	Hours	Total Hours	Weeks @40 Hours
10	2 Months	346.6	346.6	8.665
11	Same As 10 Years	43.325	389.925	9.748125
12	Plus 1/4 month's	43.325	433.25	10.83125
13	pay	43.325	476.575	11.91438
14	for each additional	43.325	519.9	12.9975
5	year of service	43.325	563.225	14.08063
16	credit	43.325	606.55	15.16375
17		43.325	649.875	16.24688
18		43.325	693.2	17.33
19		43.325	736.525	18.41313
20		43.325	779.85	19.49625
21		43.325	823.175	20.57938
22		43.325	866.5	21.6625
23		43.325	909.825	22.74563
24		43.325	953.15	23.82875
25		43.325	996.475	24.91188
26		43.325	1039.8	25.995
27		43.325	1083.125	27.07813
28		43.325	1126.45	28.16125
29		43.325	1169.775	29.24438
30		43.325	1213.1	30.3275
31		43.325	1256.425	31.41063
32		43.325	1299.75	32.49375
33		43.325	1343.075	33.57688
34		43.325	1386.4	34.66
35		43.325	1429.725	35.74313
36		43.325	1473.05	36.82625
37		43.325	1516.375	37.90938
38		43.325	1559.7	38.9925
39		43.325	1603.025	40.07563
40		43.325	1646.35	41.15875