

**HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF  
BECHTEL JACOBS COMPANY LLC  
AND SUBCONTRACTORS**

**Effective October 1, 1998**

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## SECTION 1 - EFFECTIVE DATE AND PURPOSE

### 1.1 Definition of Plan

The Plan shall be known as the “Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors” and shall consist of the provisions contained herein. The provisions of the Plan are described in the insurance contracts and the most current summary plan descriptions (SPDs), listed in Appendix A, which are incorporated herein by this reference. The Plan contains Benefit Programs offering the following benefits: medical (including prescription drug), dental, vision, employee assistance, life insurance, special accident, disability, and business travel accident.

### 1.2 Effective Date

The Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors (“Plan”) was established by Bechtel Jacobs Company LLC, effective October 1, 1998 (“Effective Date”).

### 1.3 Purpose

The Plan is intended to constitute an employee welfare benefit plan as defined in section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and as such, to provide the Participating Employers’ eligible employees, eligible retirees and their eligible dependents with the benefits described in Section 6. The Plan shall be administered for the exclusive benefit of eligible employees, eligible retirees and their eligible dependents solely to provide such benefits in accordance with the provisions of the Plan.

## SECTION 2 - DEFINITIONS

### 2.1 Adoption Agreement

The term "Adoption Agreement" shall mean the adoption agreement executed by a Participating Employer for the purpose of participating in all or parts of the Benefit Programs offered through the Plan, as provided in the adoption agreement.

### 2.2 Bargaining Unit Employee

The term "Bargaining Unit Employee" shall mean an Employee of Bechtel Jacobs Company LLC or an Eligible Subcontractor represented by: the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO (PACE) at the East Tennessee Technology Park; 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.

### 2.3 Benefit Programs

The term "Benefit Programs" shall mean the employee welfare benefit programs offered through this Plan, as described in Appendix A.

### 2.4 Committee

The term "Committee" shall mean the committee established pursuant to Section 5 of the Plan.

### 2.5 Co-op Student

The term "Co-op Student" shall mean an Employee of Bechtel Jacobs Company LLC who is also a full-time student who meets all of the following conditions:

- (a) is enrolled in a four-year accredited college or university;
- (b) is able to accommodate three semesters or quarters of alternating work assignments into his or her academic schedule; and
- (c) is pursuing a bachelor, Master or Ph.D. degree.

### 2.6 DOE Contract

The U.S. Department of Energy Contract Number DE-AC05-98OR22700.

### 2.7 Dependent

Dependent means, with respect to an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, an individual who is one of the following:

- (a) The person recognized under applicable law as the Participant's lawful spouse, except if divorced. For Benefit Programs providing special accident benefits, Dependent shall not include a Participant's spouse who is aged seventy (70) or older.
- (b) For Benefit Programs that provide benefits other than special accident benefits, the Participant's unmarried children under age twenty-four (24) who the Participant is able to claim as the Participant's dependents for Federal Income Tax purposes, and who reside with the Participant in a regular parent-child relationship (or would so reside except for handicap, disability or illness). In addition, the Participant must be able to prove that he is legally responsible for at least 50% of the child's support, and must certify in writing that the Participant provides at least 50% of the child's support on a regular basis.
- (c) For Benefit Programs that provide special accident benefits, the Participant's unmarried children under age nineteen (19) who rely chiefly on the Participant for support and maintenance.
- (d) For Benefit Programs that provide special accident benefits, the Participant's unmarried children age nineteen (19) or more but less than age twenty-eight (28), who are full-time students and who rely chiefly on the Participant for support and maintenance.
  - (1) A full-time student is a person who attends a school regularly on a full-time basis. A person is considered full-time student during the school year, during vacations (i.e., attend 3 out of 4 quarters or 2 out of 3 semesters), or when temporarily working in a summer cooperative job training program.
  - (2) An institution is considered a school if it offers a regular schedule of courses on an annual or more frequent basis, has a full-time faculty and a permanent administration and includes some formal classroom sessions rather than just on-the-job training.
- (e) The Participant's unmarried children who attain the limiting age for dependent children:
  - (1) if they were covered immediately prior to attaining the limiting age;
  - (2) they are incapable of self-support because of physical or mental disability; and
  - (3) they became incapacitated prior to such date.
  - (4) Coverage for an incapacitated child ends when the child is no longer incapacitated, becomes self-supporting, proof of incapacity is not obtained,

the child fails to report for a scheduled physical exam, or the coverage terminates for reasons other than reaching the limiting age of the Plan.

- (f) For purposes of this Section 2.7, a child is the Participant's:
- (1) Natural child,
  - (2) Step-child who qualifies for the dependent exemption on the Participant's current income tax form under the Internal Revenue Code and the Federal Tax regulation,
  - (3) An adopted child or a child for whom the Participant is legally obligated to provide support in anticipation of adoption, regardless of whether the adoption is final.
  - (4) For purposes of Benefit Programs that are "group health plans," a child also includes a child for whom the Participant is required to provide health coverage pursuant to a Qualified Medical Child Support Order within the meaning of ERISA section 609, regardless of whether such child otherwise meets the support or residency requirements of this Section 2.7.
  - (5) Child whose marriage has ended due to divorce or annulment and such child meets all other applicable conditions of this Section 2.7.
  - (6) For purposes of Benefit Programs that provide medical, dental or vision benefits, a foster child provided the Participant is legally obligated to pay the medical expenses by court decree.
- (g) For purposes of Benefit Programs that provide benefits other than special accident benefits, if a person and his spouse are each employees of either Bechtel Jacobs Company LLC or an Eligible Subcontractor, then each individual may be covered as an Employee or as a Dependent, but not both. For purposes of Benefit Programs that provide special accident benefits, if a person and his spouse are each employees of either Bechtel Jacobs Company LLC or an Eligible Subcontractor, then one individual may be covered as an Employee and the other may be covered as a Dependent; both may not be covered as Employees. For purposes of all Benefit Programs, only one individual may cover the couple's children as Dependents.

## 2.8 Disabled Individual

The term "Disabled Individual" shall mean an Employee or former Employee who is receiving disability income benefits pursuant to the terms of a short- or long-term disability program maintained by an Eligible Subcontractor or Bechtel Jacobs Company LLC.

2.9 Eligible Disabled Individual

The term “Eligible Disabled Individual” shall mean those individuals described in Section 3.2 of the Plan.

2.10 Eligible Employee

The term “Eligible Employee” shall mean those individuals described in Section 3.1 of the Plan. An Eligible Employee under this Plan does not include any individual during any period he or she is not classified as a common-law employee by the Participating Employer, without regard to whether such an individual is subsequently determined to have been a common-law employee of the Participating Employer during such period.

2.11 Eligible Retiree

The term “Eligible Retiree” shall mean those individuals described in Section 3.3 of the Plan.

2.12 Eligible Subcontractor

The term “Eligible Subcontractor” shall mean a Subcontractor who employs at least one Grandfathered Employee at the time the Subcontractor commences work under the DOE Contract.

2.13 Employee

The term “Employee” shall mean an employee of an Eligible Subcontractor or Bechtel Jacobs Company LLC. The term “Employee” shall exclude leased employees within the meaning of Internal Revenue Code Section 414(n). The term “Employee” shall also exclude casual employees. Casual employees are those clerical, professional or technical employees hired to work on a temporary replacement basis or for a limited period of time.

2.14 Full-time Employee

The term “Full-time Employee” shall mean a non-exempt or exempt permanent Employee of an Eligible Subcontractor or Bechtel Jacobs Company LLC who is scheduled by his employer to work at least 40 hours per week on a regular basis or at least 173.3 hours per month on a regular basis.

2.15 Grandfathered Employee

The term “Grandfathered Employee” shall mean an individual who:

- (a) Was either: (1) an employee of Lockheed Martin Energy Systems (LMES), Lockheed Martin Utility Services (LMUS), and/or Lockheed Martin Energy Research (LMER) (collectively, LM) on March 31, 1998; or (2) a Bargaining Unit Employee represented by 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 Employee represented by 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, 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

- (b) Is either: (1) subsequently employed by Bechtel Jacobs Company LLC or a Subcontractor prior to April 1, 2000 for work in a regular, full-time Staffing Plan position; or (2) subsequently employed by Bechtel Jacobs Company LLC or a Subcontractor and 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 will continue to be a Grandfathered Employee upon re-employment by Bechtel Jacobs Company LLC or a Subcontractor.

2.16 Non-Bargaining Unit Employee

The term “Non-Bargaining Unit Employee” shall mean an Employee of Bechtel Jacobs Company LLC or a Subcontractor who is not a Bargaining Unit Employee.

2.17 Non-Grandfathered Employee

The term “Non-Grandfathered Employee” shall mean an Employee of Bechtel Jacobs Company LLC or a Subcontractor who is not a Grandfathered Employee.

2.18 Participating Employer

The term “Participating Employer” shall mean Bechtel Jacobs Company LLC and any Eligible Subcontractor who adopts the Plan as identified in the Adoption Agreement, and any organization that is a successor thereto.

2.19 Part-time Employee

The term “Part-time Employee” shall mean a permanent Employee of an Eligible Subcontractor or Bechtel Jacobs Company LLC who is scheduled by his employer to work more than 20 percent, but less than 80 percent, of the regular work schedule on a regular or interim basis.

## 2.20 Plan Year

The term "Plan Year" means the twelve-month period beginning on each January 1st. The first Plan Year shall be a short year beginning on October 1, 1998 and ending on December 31, 1998.

## 2.21 Retiree

The term Retiree shall mean an Employee who meets one of the following conditions when he retires.

- (a) The Employee retires or terminates from employment with Bechtel Jacobs Company LLC and:
  - (1) is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees (the "Pension Plan"); or
  - (2) is a Grandfathered Employee who receives benefits under the Bechtel Jacobs Company LLC 1998 Voluntary Reduction in Force Program Plan for Grandfathered Employees (the "VRIF"), and is entitled to retiree welfare benefits under the terms of the VRIF; or
  - (3) is a Non-Grandfathered Employee who retires from employment with Bechtel Jacobs Company LLC after attaining age 65 or attaining age 50 and completing at least ten years of service.
- (b) The Employee retires from employment with an Eligible Subcontractor and:
  - (1) was employed in a Staffing Plan Position immediately prior to retirement and is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan; or
  - (2) was employed in a Staffing Plan Position immediately prior to retirement, and is a Non-Grandfathered Bargaining Unit Employee who retires after attaining age 65 or after attaining age 50 and completing at least ten years of service; or
  - (3) was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, and is a Grandfathered Employee who would have been entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan had he retired at the time of his transfer to the non-Staffing Plan Position; or

- (4) was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, is a Non-Grandfathered Bargaining Unit Employee, and had attained age 65 or had attained age 50 and completed at least ten years of service at the time of transfer to the non-Staffing Plan Position.
- (c) Years of service for Non-Grandfathered Employees for purposes of subsections (a)(3), (b)(2) and (b)(4) of this Section 2.21 shall mean the following:
- (1) With respect to a Bargaining Unit Employee, years of service shall be determined in accordance with the terms and conditions of his respective collective bargaining agreement.
  - (2) With respect to a Non-Bargaining Unit Employee, years of service shall mean the continuous period of time during which an Employee is in an active pay status or is in an approved leave of absence without pay. A former Bechtel Jacobs Company LLC or Subcontractor Employee with a break in service upon rehire will be given credit for the period of employment accrued at last termination. No credit will be given for elapsed time between employment periods in establishing years of service. For Employees of Bechtel Jacobs Company LLC, years of service shall include service prior to an Employee's employment with Bechtel Jacobs Company LLC in accordance with the following:
    - (i) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Bechtel Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding five years between the time of service with the Bechtel Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC.
    - (ii) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Jacobs Engineering Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding the number of years of Jacobs Engineering Group, Inc. service between the time of service with the Jacobs Engineering Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC.

2.22 Staffing Plan Position

The term "Staffing Plan Position" shall mean a regular, full-time position identified on an Eligible Subcontractor's Staffing Plan, Exhibit "H", "C" Form B Appendix 1, submitted pursuant to the requirements of the DOE Contract and as approved by Bechtel Jacobs Company LLC. The term shall not include a short-term or intermittent position.

2.23 Subcontractor

The term "Subcontractor" shall mean a 1st or 2nd tier subcontractor of Bechtel Jacobs Company LLC as provided in the DOE Contract.

2.24 Trust

The term "Trust" shall mean the Health and Welfare Benefit Trust for Employees of Bechtel Jacobs Company LLC and Subcontractors.

## SECTION 3 - ELIGIBILITY AND PARTICIPATION

### 3.1 Eligibility - Active Employees

#### (a) Categories of Eligible Employees.

The following Full-time and Part-time Employees of Participating Employers shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsections (b) and (c):

- (1) All Employees of Bechtel Jacobs Company LLC.
- (2) The following Employees of Eligible Subcontractors that are Participating Employers:
  - (i) Grandfathered Employees employed in Staffing Plan positions.
  - (ii) Non-Grandfathered, Non-Bargaining Unit Employees employed by DPRA Incorporated or McDonald Consulting Corporation if the Employee is employed in a Staffing Plan Position and is enrolled in a Benefit Program prior to November 1, 1999.
  - (iii) Bargaining Unit Employees employed in Staffing Plan positions.

#### (b) Types of Benefit Programs Available.

- (1) Full-time Employees. Eligible Employees who are Full-time Employees of Participating Employers shall be eligible for all Benefit Programs .
- (2) Part-time Employees and Co-op Students.
  - (i) Eligible Employees who are Part-time Employees of Participating Employers or Co-op Students shall be eligible for the Benefit Programs providing employee assistance, life insurance, special accident, and business travel accident benefits upon date of hire.
  - (ii) Eligible Employees who are Part-time Employees or Co-op Students shall be eligible for the Benefit Programs providing medical, dental, and vision benefits after completion of four (4) consecutive months of employment with Bechtel Jacobs Company LLC, LMES, LMUS, LMER, USEC, a Participating Employer, or any combination thereof.

#### (c) Effective Date of Coverage

- (1) Coverage for an Employee shall begin on the day the Employee becomes an Eligible Employee, provided that the Eligible Employee:

- (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days of becoming eligible in a form acceptable to the Committee;
  - (ii) makes any required contributions for the requested coverage; and
  - (iii) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.
- (2) Any election made by an Eligible Employee to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Employee changes his elections during an open enrollment period offered by his employer, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.2 Eligibility – Disabled Individuals

#### (a) Categories of Eligible Disabled Individuals.

The following Disabled Individuals shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsections (b) and (c):

- (1) Each Employee who was an Eligible Employee and was employed by Bechtel Jacobs Company LLC at the time his short- or long-term disability income benefits commenced.
- (2) Each Employee who was an Eligible Employee and was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced; provided, however, that any Non-Grandfathered, Non-Bargaining Unit Employee (or former Employee) who is a Disabled Individual shall cease to be an Eligible Disabled Individual effective as of the date his Participating Employer's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates.
- (3) The following Employees of Eligible Subcontractors that are not Participating Employers, effective as of the date such Eligible Subcontractor's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates:
  - (i) Each Grandfathered Employee who was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced.

- (ii) Each Bargaining Unit Employee who was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced.

(b) Types of Benefit Programs Available.

- (1) Short-Term Disability. During the first six (6) months that an Eligible Disabled Individual is eligible to receive disability income benefits, he shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, life insurance, special accident, and long-term disability benefits.
- (2) Long-Term Disability. After the first six (6) months that an Eligible Disabled Individual is eligible to receive disability income benefits, he shall be eligible for Benefit Programs providing medical, dental, vision, life insurance, and special accident benefits.

(c) Effective Date of Coverage

- (1) Coverage for an Eligible Disabled Individual who was covered as an Eligible Employee on the day before his short-term disability benefits commenced shall continue, provided that the Eligible Disabled Individual makes any required contributions for the coverage.
- (2) Coverage for a Disabled Individual who becomes Eligible pursuant to section 3.2(a)(2) shall begin on the day following the day his Eligible Subcontractor's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates, provided that the Eligible Disabled Individual:
  - (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days of becoming eligible in a form acceptable to the Committee;
  - (ii) makes any required contributions for the requested coverage; and
  - (iii) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.
- (3) Any election made by an Eligible Disabled Individual to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Disabled Individual changes his elections during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period

will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.3 Eligibility - Retirees

- (a) A Retiree shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsection (b) and (c).
- (b) Types of Benefit Programs Available.
  - (1) Retirees under Age 65. Eligible Retirees who are under age 65 shall be eligible for the Benefit Programs providing dental and vision benefits. Eligible Retirees who are under age 65 and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
  - (2) Retirees Age 65 and Over. Eligible Retirees who are age 65 or over and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
- (c) Effective Date of Coverage
  - (1) Coverage for an Eligible Retiree shall begin on the date he becomes an Eligible Retiree, provided that the Eligible Retiree:
    - (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days prior to becoming eligible in a form acceptable to the Committee;
    - (ii) makes any required contributions for the requested coverage;
    - (iii) authorizes any required contributions to be deducted from his Pension Plan benefit check, if any; and
    - (iv) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.
    - (v) Notwithstanding the requirement that an Eligible Retiree request coverage within thirty (30) days prior to becoming eligible, an Eligible Retiree who has deferred enrollment in the Plan because he is covered as a Dependent of an Active Eligible Employee shall become covered effective as of the day following the day he ceases

to be covered as a Dependent, provided he requests coverage within thirty (30) days of such date.

- (2) Any election made by an Eligible Retiree to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Retiree changes his elections during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.4 Eligibility – Dependents

- (a) An Eligible Employee, Eligible Disabled Individual or Eligible Retiree may enroll his Dependents in some or all of the Benefit Programs, subject to the conditions described in subsection (b) and (c).

- (b) Types of Benefit Programs Available.

- (1) Dependents of Eligible Employees shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, special accident, and business travel accident benefits.
- (2) Dependents of Eligible Disabled Individuals shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, and special accident benefits.
- (3) Dependents of Eligible Retirees who are under age 65 shall be eligible for Benefit Programs providing dental and vision benefits.

- (c) Effective Date of Coverage

- (1) A Participant with a Dependent as of the date he becomes eligible for coverage under a Benefit Program may enroll the Dependent in such Benefit Program on that same date, provided the Participant has requested coverage for each Dependent under the Plan within thirty (30) days after the date of eligibility, in a form acceptable to the Committee and makes any required contributions for the coverage.
- (2) A Participant who acquires a Dependent after the date he first becomes eligible for coverage under a Benefit Program may enroll the Dependent in such Benefit Program, provided the Participant has requested coverage for each Dependent under the Benefit Program within thirty (30) days after the date of eligibility, in a form acceptable to the Committee and makes any required contributions for the coverage.

- (3) A Participant who does not enroll his Dependents when first eligible to do so may be permitted to add his Dependents during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Dependents added during an open enrollment period will become covered on the first day of the Plan Year for which the open enrollment period applies.
- (4) If both spouses are employed by a Participating Employer, only one spouse may enroll each Dependent child for coverage.

### 3.5 Termination of Participation

- (a) Participants. A Participant's participation in the Plan shall terminate on the date the Participant is no longer a participant in any Benefit Program. The participation in a Benefit Program shall end upon earliest of the following events to occur:
  - (1) The Participant ceases to make any contributions required for coverage under the Benefit Program, effective as of the last day of the period for which the last contribution was made;
  - (2) The Participant ceases to be an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, effective as of the date the Participant ceases to be Eligible, except that coverage under Benefit Programs providing medical, dental, and vision benefits shall end effective as of the last day of the month in which the Participant ceases to be eligible;
  - (3) For a Participant who is employed by a Subcontractor and who is not covered as an Eligible Disabled Individual or an Eligible Retiree, the Subcontractor's contract to perform services as a 1st or 2nd tier subcontractor on the DOE Contract terminates;
  - (4) The date the Benefit Program ends; or
  - (5) The date the Participant ceases to satisfy any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.
- (b) Dependents. The participation of a Dependent in the Plan shall terminate on the date the Dependent is no longer a participant in any Benefit Program. A Dependent of a Participant shall cease to be covered under a Benefit Program upon earliest of the following events to occur:

- (1) The Participant ceases to make any contributions required for Dependent coverage under the Benefit Program, effective as of the last day of the period for which the last contribution was made;
- (2) The Participant ceases to be an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, effective as of the date the Participant ceases to be covered;
- (3) The date the Dependent ceases to satisfy the requirements specified in Section 2.7;
- (4) The date the Benefit Program ends; or
- (5) The date the Dependent ceases to satisfy any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.

### 3.6 Continuation Coverage

“Qualified beneficiaries” (within the meaning of section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended (“Code”) or section 607(3) of ERISA) may, upon the occurrence of a “qualifying event” (within the meaning of section 607(3) of ERISA or section 4980B(f)(3) of the Code), elect to purchase COBRA continuation coverage under any Benefit Program which is a “group health plan” (within the meaning of section 607(1) of ERISA or section 4980B(g)(2) of the Code) to the extent such continuation coverage is required by the Code or ERISA or as provided for in a Benefit Program. Participants and any beneficiaries under any Benefit Program shall also have the continuation coverage rights and such other rights as may be described in a Benefit Program or as mandated by the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1994, and other federal applicable law, or as may be mandated by applicable state law which is not preempted by ERISA.

## SECTION 4 - FUNDING AND CONTRIBUTIONS

### 4.1 Payment of Benefits

The trustee of the Trust shall make all payments required by the Benefit Programs from the Trust.

### 4.2 Insured Benefits

With regard to the insured Benefit Programs provided under this Plan, nothing in this Plan or in the contracts governing these benefits obligates any Participating Employer beyond the obligation to make premium payments as provided by the Benefit Programs listed in Appendix A. Participating Employers do not guarantee benefits payable under any insurance policy or other contract, and provision of any benefits under an insurance policy or other contract will be the exclusive responsibility of the insurer or other entity that is required to provide benefits under that policy or contract.

### 4.3 Participant Contributions

The amount of contributions for benefits described in Section 5, if any, required from Participants under the Benefit Programs shall be a fixed amount determined from time to time by Bechtel Jacobs Company LLC. Certain Participant contributions may be deducted from Participant wages in accordance with Participating Employer policies.

### 4.4 Participating Employer Contributions

- (a) Participating Employers shall make such contributions to the Trust in the time and manner as deemed appropriate by Bechtel Jacobs Company LLC or as shall be required by applicable law.
- (b) Notwithstanding anything to the contrary in the Plan, Bechtel Jacobs Company LLC in its absolute discretion may choose to make the Participating Employer contributions called for under the Plan on behalf of the Participating Employers and to charge (for financial accounting purposes) each Participating Employer with its allocable portion of such contributions in accordance with such procedures as Bechtel Jacobs Company LLC in its absolute discretion deems appropriate. Contributions made by or on behalf of a Participating Employer under the Plan for a Plan Year shall be paid to the Trust at such times as Bechtel Jacobs Company LLC determines in its absolute discretion, but in no event later than the due date (including extensions) of such Participating Employer's federal income tax return for its taxable year ending with or within such Plan Year.

## SECTION 5 - PLAN ADMINISTRATION

### 5.1 Plan Administrator

The Board of Control (“Board”) of Bechtel Jacobs Company LLC may appoint a Committee to administer the Plan. The Board may delegate this authority to an officer or delegate of Bechtel Jacobs Company 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, as used throughout this Plan document, shall be deemed to refer to Bechtel Jacobs Company LLC.

### 5.2 Power

- (a) The Committee has full discretionary authority to administer and interpret the Plan, including discretionary authority to make factual findings, to determine eligibility for participation and for benefits under any Benefit Program, to appoint one or more investment managers, to correct errors, and to interpret and construe ambiguous terms; provided, however, that any insurance company issuing a contract shall have sole discretion with respect to the matters for which it is made responsible under such contract, and to the extent required by ERISA or other applicable law, shall acknowledge in writing that it is a fiduciary with respect to those responsibilities.
- (b) The Committee may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the 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.
- (c) The powers of the Committee include, but are not limited to, the following:
  - (1) to make and enforce such rules and regulations as it shall deem necessary or proper for the efficient administration of the Plan,
  - (2) to select investments,
  - (3) to establish and appoint an investment committee to monitor and oversee the investment of Plan assets,
  - (4) to determine a funding policy for the Plan,
  - (5) to employ and appoint actuaries, attorneys, accountants, consultants, investment counselors, trustees, and other experts,

- (6) to authorize payment from Plan assets for the expenses of administering the Plan, and
- (7) to perform any other necessary or proper functions in the operation of the Plan.

### 5.3 Indemnification

To the extent permitted by law, Participating Employers will indemnify and hold harmless the Board, 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, or such liabilities, claims, costs and expenses that are the responsibility of the Department of Energy pursuant to applicable prime contract or subcontract provisions. Participating Employers shall have the right, but not the obligation, to conduct the defense of such persons in any proceeding to which this section applies.

### 5.4 Expenses

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

### 5.5 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 6 - BENEFITS AND CLAIMS

### 6.1 Benefits

The documents listed in Appendix A describe the benefits available under each of the Benefit Programs which constitute a part of this Plan. The terms, conditions and limitations of benefits offered under the Plan are specified in the SPDs and/or insurance contracts listed in Appendix A.

### 6.2 Claims Information

Each covered person shall provide to the Committee or insurance company such pertinent information concerning himself, the expenses for which a claim has been filed, benefits payable under other plans and such other information as the Committee or insurance company may specify, and no covered person or other person shall have any rights or be entitled to any benefits under the Plan unless such information is filed by or with respect to him. Such information shall be provided to the Committee or insurance company within the time periods and other guidelines provided in the applicable SPD and/or insurance contracts.

### 6.3 Payment of Claims to Others

If the Committee or insurance company determines in its sole discretion that any person to which any amount is payable under the Plan is unable to care for his affairs because of sickness or injury or is a minor or has died, then any payment due him or his estate (unless a prior claim therefore has been made by a duly appointed legal representative) may, if the Committee or insurance company so elects, be paid to his spouse, a dependent child, a relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee or insurance company to be a proper recipient on behalf of such person otherwise entitled to payment. The Committee or insurance company shall, however, not be under any affirmative obligation to investigate whether a person is or is not capable of caring for his or her affairs. Any such payment shall be a complete discharge of the liability of the Plan.

### 6.4 Benefits of Unlocated Persons

If the Committee or insurance company cannot ascertain the whereabouts of any person to whom a payment is due under the Plan, and if, after three months from the date such payment is due, a notice of such payment due is mailed to the last known address of such person, as shown on the records of the Committee or insurance company, and within three months after such mailing such person has not made written claim therefore, the Committee or insurance company if it so elects, may direct that such payment and all remaining payments otherwise due to such person be canceled, and upon such cancellation, the Plan shall have no further liability therefore.

## 6.5 Acts of Third Parties

To the extent that benefits have been or are expected to be paid under the Plan in connection with injuries resulting from the act or omission of a third party, and the covered person collects payment from such third party, the person may be required to reimburse the Plan for the full amount of benefits paid under the Plan or the full amount collected from the third party, if less. Further, the Plan shall retain the right of first reimbursement out of any recovery the person obtains regardless of whether or not the person is made whole.

## 6.6 Plan Benefits Covered by Medicaid

- (a) To the extent required by applicable law, the Plan shall not reduce or deny benefits for any participant to reflect that such individual is eligible to receive medical assistance under a state Medicaid plan.
- (b) To the extent required by applicable law, the Plan shall reimburse any state Medicaid plan for the cost of any services provided under the state plan that are covered by the Plan, and the Plan shall honor any subrogation rights that a state has to recoup such mistaken payments.

## SECTION 7 - AMENDMENT AND TERMINATION

### 7.1 Amendment

Bechtel Jacobs Company LLC or its delegate may amend in writing any part or all of the Plan, or any contract providing benefits with the agreement of the insurance company, at any time or from time to time. Bechtel Jacobs Company LLC or its delegate may also remove or change any insurance company at any time and from time to time. Any such amendment shall be binding upon all Participating Employers without further action by Bechtel Jacobs Company LLC or a Participating Employer.

### 7.2 Termination

Bechtel Jacobs Company LLC or its delegate may terminate or partially terminate the Plan, discontinue Participating Employer contributions at any time, and terminate or partially terminate the participation in the Plan by a Participating Employer.

### 7.3 Applicable Law

Bechtel Jacobs Company LLC or its delegate reserves the right to terminate or amend the Plan at any time if the Plan is deemed not to be in compliance with applicable law.

## SECTION 8 - MISCELLANEOUS

### 8.1 Proof of Age, Marriage and Dependent Status

Participants may be required to furnish satisfactory proof of age, marital, or dependent status as a condition to maintain coverage under the Plan.

### 8.2 Workers' Compensation

The Plan is not in lieu of, and does not affect any requirement for, coverage by Workers' Compensation insurance.

### 8.3 Notice

Any notice to be delivered under this Plan shall be given in writing and delivered, personally or by certified mail, postage prepaid, addressed to the Committee, the Participant, or any beneficiaries, as the case may be, at their last known address.

### 8.4 Plan Not An Employment Contract

This Plan is not an employment contract. Nothing in this Plan shall be construed to limit in any way the right of the Participating Employer to terminate an individual's employment at any time for any reason whatsoever with or without cause.

### 8.5 Captions

The captions of the sections of this Plan are for convenience only and shall not control the meaning or construction of any of its provisions.

### 8.6 Withholding of Taxes

To the extent required by law, the Participating Employer may withhold from payments made pursuant to this Plan or otherwise all federal, state, local, or other taxes as shall be required with respect to any amounts paid or payable under this Plan or any Benefit Program.

### 8.7 Severability of Provisions

If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Plan shall be construed and enforced as if such provisions had not been included.

### 8.8 Non-Transferability of Interest

Except as otherwise expressly permitted by the documents listed in Appendix A, or as otherwise required by law, the interests of persons entitled to benefits under the Plan are

not subject to their debts or other obligations and may not be voluntarily or involuntarily sold, transferred, assigned, or encumbered.

#### 8.9 Documentation

When making a determination or calculation, the Committee and anyone acting on its behalf may request, and rely upon, such documentation as it may determine to be necessary.

#### 8.10 Governing Law

This Plan shall be construed and enforced in accordance with ERISA and, to the extent it is not preempted by ERISA, with applicable state law.

#### 8.11 Masculine and Feminine, Singular and Plural

Whenever used herein, a pronoun shall include the opposite gender and the singular shall include the plural, and the plural shall include the singular, whenever the context shall plainly so require.

#### 8.12 No Estoppel of Plan

- (a) No person is entitled to any benefit under the Plan or any Benefit Program except and to the extent expressly provided under the Plan or the Benefit Program. The fact that payments have been made from the Plan or Benefit Program in connection with any claim for benefits under the Plan or Benefit Program does not (a) establish the validity of the claim, (b) provide any right to have such benefits continue for any period of time, or (c) prevent the Plan or Benefit Program from recovering the benefits paid to the extent that the Committee ultimately determines that there in fact was no right to payment of the benefits under the Plan or Benefit Program.
- (b) Thus, if a benefit is paid to a person under the Plan or Benefit Program and it is thereafter determined by the Committee that such benefit should not have been paid (whether or not attributable to an error by such person, the Committee or any other person), then the Committee may take such action as it deems necessary or appropriate to remedy such situation, including without limitation, by deducting the amount of any such overpayment from any succeeding payments to or on behalf of such person under the Plan or Benefit Program or from any amounts due or owing to such person by a Participating Employer or under any other plan, program or arrangement benefiting the employees or former employees of a Participating Employer, or otherwise recovering such overpayment from whoever has benefited from it.
- (c) If the Committee determines that an underpayment of benefits has been made, the Committee shall take such action as it deems necessary or appropriate to remedy

such situation. However, in no event shall interest be paid on the amount of any underpayment.

**APPENDIX A  
TO THE  
WELFARE BENEFIT PLAN FOR EMPLOYEES OF  
BECHTEL JACOBS COMPANY LLC  
AND SUBCONTRACTORS  
October 1, 1998  
(Benefit Programs)**

This Appendix A to the Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors ("Plan") shall be applicable on and after October 1, 1998 ("Effective Date").

As of the Effective Date of this Appendix A, Bechtel Jacobs Company LLC maintains as part of the Plan such Benefit Programs as are listed below. The insurance and HMO contract(s), administrative services agreements, summary plan description(s), and related material described after each Benefit Program are hereby incorporated into and made a part of the Plan.

- (a) Business Travel and Accident Insurance Plan
  - Plan Number: 510
  - Carrier: Life Insurance Company of North America
  - Policy Numbers: BTA – ABL654519; Sp. Acc. – OK821732
  
- (b) Dental Plan
  - Plan Number: 510
  - Carrier: Metropolitan Life Insurance Company
  - Policy Number: 95392-01-G
  
- (c) Employee Assistance Plan
  - Plan Number: 510
  - Carrier: Magellan Behavioral Health
  - Policy Number: N/A
  
- (d) Life Insurance Plan
  - Plan Number: 510
  - Carrier: Metropolitan Life Insurance Company

- Policy Number: 95392-01-G
- (e) Long-Term Disability Plan
  - Plan Number: 510
  - Carrier: Metropolitan Life Insurance Company
  - Policy Number: 95392-01-G
- (f) Medical Plans  
(includes prescription drug benefits)
  - Plan Number: 510
  - Carrier: Aetna
  - Policy Number: 720018
- (g) Mental Health and Substance Abuse Plan
  - Plan Number: 510
  - Carrier: Aetna
  - Policy Number: 720018
- (h) Vision Plan:
  - Plan Number: 510
  - Carrier: Vision Service Plan
  - Policy Number: 12090444

ADOPTION OF THE PLAN

As evidence of its adoption of the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors, Bechtel Jacobs Company LLC has caused this instrument to be signed by its officer thereunder duly authorized and its corporate seal attached hereto this 20th day of January, 2000.

By: Joseph F. Neme 1/20/00  
(Sign Name) (Date)

For: BECHTEL JACOBS COMPANY LLC

Joseph F. Neme, President

**AMENDMENT NUMBER ONE  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SUBCONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors (the "Plan"); and

WHEREAS, the U.S. Department of Energy will terminate its contracts with Bechtel Jacobs Company LLC to provide remediation and infrastructure services at the Portsmouth, Ohio and Paducah, Kentucky locations and transfer this work by contract to new contractors who intend to hire former employees of Bechtel Jacobs Company LLC and its subcontractors to perform the same work; and

WHEREAS, Bechtel Jacobs Company LLC desires to amend the Plan so that new contractors and certain employees who perform work under the new contracts may participate in the Plan; and

WHEREAS, Bechtel Jacobs Company LLC now desires to amend the Plan to reflect participation by such employees, and to make other Plan changes:

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the terms of the Plan are hereby amended in the following particulars:

1. Effective as of April 1, 2000, Section 2.15 (Grandfathered Employee) shall be replaced with the following:

**2.15 Grandfathered Employee**

The term "Grandfathered Employee" shall mean an individual who:

- (a) was either: (1) an employee of Lockheed Martin Energy Systems (LMES), Lockheed Martin Utility Services (LMUS), or Lockheed Martin Energy Research (LMER) (collectively, LM) on March 31, 1998; or (2) a bargaining unit member represented by 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 represented by 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

- (b) is either: (1) subsequently employed by Bechtel Jacobs Company LLC or a Subcontractor prior to April 1, 2000, for work in a regular, full-time Staffing Plan position; 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 a Subcontractor for work in a regular, full-time Staffing Plan position 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 is subsequently hired by Bechtel Jacobs Company LLC or a Subcontractor for work in a regular, full-time Staffing Plan position; 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 re-employment by Bechtel Jacobs Company LLC or a Subcontractor for work in a regular, full-time Staffing Plan position.

2. Effective as of November 1, 2000, Section 2.15 (Grandfathered Employee) shall be replaced with the following:

#### 2.15 Grandfathered Employee

The term “Grandfathered Employee” shall mean an individual who:

- (a) was either: (1) an employee of Lockheed Martin Energy Systems (LMES), Lockheed Martin Utility Services (LMUS), or Lockheed Martin Energy Research (LMER) (collectively, LM) on March 31, 1998; or (2) a bargaining unit member represented by 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 represented by 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
- (b) is either: (1) subsequently employed by Bechtel Jacobs Company LLC or a Subcontractor prior to April 1, 2000, for work in a regular, full-time

Staffing Plan position; 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 a Subcontractor for work in a regular, full-time Staffing Plan position 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 a Subcontractor for work in a regular, full-time Staffing Plan position 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 re-employment by Bechtel Jacobs Company LLC or a Subcontractor for work in a regular, full-time Staffing Plan position; except that a Grandfathered Employee whose employment with Bechtel Jacobs Company LLC or a Subcontractor, or any other DOE-ORO prime contractor, 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 Bechtel Jacobs Company LLC or a Subcontractor in any capacity.

3. Effective as of January 1, 2001, Subsection 3.1(b)(2) (*Part-time Employees and Co-op Students*) of the Plan shall be amended in its entirety as follows:

- (2) Part-time Employees. Eligible Employees who are Part-time Employees of Participating Employers shall be eligible for all Benefit Programs upon date of hire.

4. Effective as of January 1, 2001, Subsections 3.4(b)(1) and (2) (*Types of Benefit Programs Available*) of the Plan shall be amended in its entirety as follows:

Dependents of Eligible Employees shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, special accident, and dependent life insurance benefits.

Dependents of Eligible Disabled Individuals shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, special accident, and dependent life insurance benefits.

5. Effective as of January 1, 2002, Subsection 2.7(f)(6) (*Dependent*) shall be amended in its entirety to read as follows:

For purposes of Benefit Programs that provide medical, dental or vision benefits, a foster child provided the Participant is legally obligated to pay the medical expenses by court decree, and any other child for whose care the Participant is responsible according

to a qualifying court order or agreement with a state or other governmental agency.

6. Effective as of September 1, 2002, Section 2.13 (*Employee*) shall be amended in its entirety to read as follows:

2.13 Employee

The term "Employee" shall mean an employee of an Eligible Subcontractor or Bechtel Jacobs Company LLC. The term "Employee" shall exclude leased employees within the meaning of Internal Revenue Code Section 414(n). For purposes of Non-Bargaining Unit Employees, the term "Employee" shall also exclude casual employees. Casual employees are those clerical, professional or technical employees hired to work on a temporary replacement basis or for a limited period of time.

7. Effective as of September 1, 2002, the last sentence of Section 2.22 (Staffing Plan Position) shall be amended to read as follows:

For purposes of Non-Bargaining Unit Employees, the term shall not include a short-term or intermittent position.

8. Effective as of September 1, 2002, Section 2.24 (*Trust*) of the Plan shall be renumbered to become Section 2.25, and a new Section 2.24 (*Summer Intern*) shall be added to the Plan immediately following Section 2.23 (*Subcontractor*) as follows:

2.24 Summer Intern

An Employee of a Participating Employer who is also a full-time student and meets all of the following conditions:

- (a) is enrolled in an accredited college or university;
  - (b) is employed by the Employer only during the months of May through August; and
  - (c) is pursuing a degree.
9. Effective as of September 1, 2002, a new Subsection 3.1(b)(3) (*Summer Interns*) shall be added to the Plan immediately following Subsection 3.1(b)(2) (*Part-time Employees*) of the Plan as follows:

(3) Summer Interns. Eligible Employees who are Summer Interns of Participating Employers shall be eligible for the Benefit Programs providing employee assistance and business travel accident benefits.

10. Effective May 1, 2003, Section 2.6 (*DOE Contract*) shall be amended in its entirety to read as follows:

2.6 DOE Contract

DOE Contract shall mean, individually and collectively, the U.S. Department of Energy Contract Number DE-AC05-98OR22700 (as that contract may be amended from time to time) and the U.S. Department of Energy Contract Number DE-AC05-03OR22980 (as that contract may be amended from time to time).

11. Effective May 1, 2003, the last paragraph of Section 2.15 (*Grandfathered Employee*) shall be amended in its entirety and shall read as follows:

A Grandfathered Employee who incurs a break in service of any length will continue to be a Grandfathered Employee upon re-employment by Bechtel Jacobs Company LLC or a Subcontractor for work in a regular, full-time Staffing Plan position; except that a Grandfathered Employee whose employment with Bechtel Jacobs Company LLC or a Subcontractor, or any other DOE-ORO 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 by Bechtel Jacobs Company LLC or a Subcontractor in any capacity.

12. Effective March 1, 2004, paragraph (3) of Section 2.21(a) (*Retiree*) shall be amended in its entirety and a new paragraph (4) shall be added to read as follows:

(3) is a Non-Grandfathered Bargaining Unit Employee who retires from employment with Bechtel Jacobs Company LLC after attaining age 65 or attaining age 50 and completing at least ten years of service; or

(4) is a Non-Grandfathered Non-Bargaining Unit Employee who retires from employment with Bechtel Jacobs Company LLC after attaining age 65 or attaining age 50 and completing at least ten years of service.

13. Effective March 1, 2004, Section 3.3(a) shall be amended by the addition of the following sentence:

Effective March 1, 2004, a Retiree who meets the following conditions shall cease to be eligible for any Benefit Programs:

(1) was a Non-Grandfathered Non-Bargaining Unit Employee;

(2) was not actively employed with a Participating Employer as of February 29, 2004; and

- (3) as of February 29, 2004, either (i) had deferred enrollment in the Plan; or (ii) was enrolled in one or more Benefit Programs and was working at Bechtel Group, Inc. or Jacobs Engineering Group, Inc..

14. Effective March 1, 2004, Section 3.3(b) shall be amended in its entirety to read as follows:

(b) Types of Benefit Programs Available.

- (1) Retirees under Age 65. Eligible Retirees who are under age 65 shall be eligible for the Benefit Programs providing dental and vision benefits. Eligible Retirees who were Grandfathered Employees or Non-Grandfathered Bargaining Unit Employees, are under age 65 and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
- (2) Retirees Age 65 and Over. Eligible Retirees who were Grandfathered Employees or Non-Grandfathered Bargaining Unit Employees, are age 65 or over and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
- (3) Non-Grandfathered Non-Bargaining Unit Retirees. Effective March 1, 2004, Eligible Retirees who were Non-Grandfathered Non-Bargaining Unit Employees and who do not cease to be eligible for Benefit Programs pursuant to the last sentence of subsection 3.3(a) shall:
  - (i) cease to be eligible for life insurance benefits; and
  - (ii) be eligible for dental and vision coverage under the Plan only if they pay the full cost.

15. Effective January 1, 2005, the first sentence of paragraph (b) of Section 2.7 (*Dependent*) shall be amended in its entirety to read as follows:

For Benefit Programs that provide benefits other than special accident benefits, the Participant's unmarried children under age twenty-four (24) who meet the criteria that would enable the Participant to claim them as dependents for Federal Income Tax purposes under Internal Revenue Code Section 152 (determined without regard to (b)(1), (b)(2), and (d)(1)(B)), and who reside with the Participant in a regular parent-child relationship (or would so reside except for handicap, disability or illness).

16. Effective January 1, 2005, the Subsection 2.7(f)(2) (*Dependent*) shall be amended in its entirety to read as follows:

- (2) Step-child who qualifies for the dependent exemption on the Participant's current income tax form under the Internal Revenue Code and the Federal Tax regulation (as determined without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)),

17. Effective June 26, 2005, the title page of the Plan shall be changed to the "Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors" and Section 1.1 and each other occurrence of the Plan name shall be amended accordingly.

18. Effective June 26, 2005, Section 2 and Section 3 shall be amended in their entirety, and shall read as follows:

## SECTION 2 - DEFINITIONS

### 2.1 Adoption Agreement

The term “Adoption Agreement” shall mean the adoption agreement executed by a Participating Employer for the purpose of participating in all or parts of the Benefit Programs offered through the Plan, as provided in the adoption agreement.

### Bargaining Unit Employee

The term “Bargaining Unit Employee” shall mean an Employee of Bechtel Jacobs Company LLC, an Eligible Subcontractor, a New Prime Contractor or a New Subcontractor represented by: the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO (PACE) at the East Tennessee Technology Park; 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.

### 2.3 Benefit Programs

The term “Benefit Programs” shall mean the employee welfare benefit programs offered through this Plan, as described in Appendix A.

### Committee

The term “Committee” shall mean the committee established pursuant to Section 5 of the Plan.

### Contract

The term “Contract” shall mean, individually and collectively, the U.S. Department of Energy Contract No. DE-AC05-98OR22700 (“Oak Ridge Contract”) and U.S. Department of Energy Contract No. DE-AC05-03OR22980 (“Remediation Contract”), as those contracts may be amended from time to time.

### Contractor

The term “Contractor” shall mean Bechtel Jacobs Company LLC.

### 2.7 Co-op Student

The term “Co-op Student” shall mean an Employee of Bechtel Jacobs Company LLC who is also a full-time student who meets all of the following conditions:

- (a) is enrolled in a four-year accredited college or university;

is able to accommodate three semesters or quarters of alternating work assignments into his or her academic schedule; and

- (c) is pursuing a bachelor, Master or Ph.D. degree.

## 2.8 Covered Employment

The term “Covered Employment” shall mean regular and permanent, full- or part-time employment which is, with respect to:

- (a) the Contractor, work performed under the Contract;  
the Contractor’s first-tier or second-tier subcontractors, work performed in a Staffing Plan Position;
- (c) 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;
- (d) 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 Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees; and
- (e) 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 Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees to a pension plan sponsored by such DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor.

## 2.9 DOE Contract

DOE Contract shall mean, individually and collectively, the U.S. Department of Energy Contract Number DE-AC05-98OR22700 (as that contract may be amended from time to time) and the U.S. Department of Energy Contract Number DE-AC05-03OR22980 (as that contract may be amended from time to time).

## 2.10 DOE-ORO

The term “DOE-ORO” shall mean Department of Energy-Oak Ridge Operations.

## 2.11 DOE-PPPO

The term “DOE-PPPO” shall mean Department of Energy-Portsmouth-Paducah Project Office.

## 2.12 Dependent

Dependent means, with respect to an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, an individual who is one of the following:

- (a) The person recognized under applicable law as the Participant's lawful spouse, except if divorced. For Benefit Programs providing special accident benefits, Dependent shall not include a Participant's spouse who is aged seventy (70) or older.
- (b) For Benefit Programs that provide benefits other than special accident benefits, the Participant's unmarried children under age twenty-four (24) who meet the criteria that would enable the Participant to claim them as dependents for Federal Income Tax purposes under Internal Revenue Code Section 152 (determined without regard to (b)(1), (b)(2), and (d)(1)(B)), and who reside with the Participant in a regular parent-child relationship (or would so reside except for handicap, disability or illness). In addition, the Participant must be able to prove that he is legally responsible for at least 50% of the child's support, and must certify in writing that the Participant provides at least 50% of the child's support on a regular basis.
- (c) For Benefit Programs that provide special accident benefits, the Participant's unmarried children under age nineteen (19) who rely chiefly on the Participant for support and maintenance.
- (d) For Benefit Programs that provide special accident benefits, the Participant's unmarried children age nineteen (19) or more but less than age twenty-eight (28), who are full-time students and who rely chiefly on the Participant for support and maintenance.
  - (1) A full-time student is a person who attends a school regularly on a full-time basis. A person is considered full-time student during the school year, during vacations (i.e., attend 3 out of 4 quarters or 2 out of 3 semesters), or when temporarily working in a summer cooperative job training program.
  - (2) An institution is considered a school if it offers a regular schedule of courses on an annual or more frequent basis, has a full-time faculty and a permanent administration and includes some formal classroom sessions rather than just on-the-job training.
- (e) The Participant's unmarried children who attain the limiting age for dependent children:
  - (1) if they were covered immediately prior to attaining the limiting age;

- (2) they are incapable of self-support because of physical or mental disability; and
  - (3) they became incapacitated prior to such date.
  - (4) Coverage for an incapacitated child ends when the child is no longer incapacitated, becomes self-supporting, proof of incapacity is not obtained, the child fails to report for a scheduled physical exam, or the coverage terminates for reasons other than reaching the limiting age of the Plan.
- (f) For purposes of this Section 2.12, a child is the Participant's:
- (1) Natural child,
  - (2) Step-child who qualifies for the dependent exemption on the Participant's current income tax form under the Internal Revenue Code and the Federal Tax regulation (as determined without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)),

An adopted child or a child for whom the Participant is legally obligated to provide support in anticipation of adoption, regardless of whether the adoption is final.

For purposes of Benefit Programs that are "group health plans," a child also includes a child for whom the Participant is required to provide health coverage pursuant to a Qualified Medical Child Support Order within the meaning of ERISA section 609, regardless of whether such child otherwise meets the support or residency requirements of this Section 2.12.

Child whose marriage has ended due to divorce or annulment and such child meets all other applicable conditions of this Section 2.12.

For purposes of Benefit Programs that provide medical, dental or vision benefits, a foster child provided the Participant is legally obligated to pay the medical expenses by court decree, and any other child for whose care the Participant is responsible according to a qualifying court order or agreement with a state or other governmental agency.

- (g) For purposes of Benefit Programs that provide benefits other than special accident benefits, if a person and his spouse are each employees of either Bechtel Jacobs Company LLC, an Eligible Subcontractor, a New Prime Contractor or a New Subcontractor, then each individual may be covered as an Employee or as a Dependent, but not both. For purposes of Benefit Programs that provide special accident benefits, if a person and his spouse

are each employees of either Bechtel Jacobs Company LLC or an Eligible Subcontractor, then one individual may be covered as an Employee and the other may be covered as a Dependent; both may not be covered as Employees. For purposes of all Benefit Programs, only one individual may cover the couple's children as Dependents.

#### Disabled Individual

The term "Disabled Individual" shall mean an Employee or former Employee who is receiving disability income benefits pursuant to the terms of a short- or long-term disability program maintained by an Eligible Subcontractor, a New Prime Contractor, a New Subcontractor, or Bechtel Jacobs Company LLC.

#### 2.14 Eligible Disabled Individual

The term "Eligible Disabled Individual" shall mean those individuals described in Section 3.2 of the Plan.

#### Eligible Employee

The term "Eligible Employee" shall mean those individuals described in Section 3.1 of the Plan. An Eligible Employee under this Plan does not include any individual during any period he or she is not classified as a common-law employee by the Participating Employer, without regard to whether such an individual is subsequently determined to have been a common-law employee of the Participating Employer during such period.

#### Eligible Retiree

The term "Eligible Retiree" shall mean those individuals described in Section 3.3 of the Plan.

#### Eligible Subcontractor

The term "Eligible Subcontractor" shall mean a Subcontractor who employs at least one Grandfathered Employee at the time the Subcontractor commences work under the DOE Contract.

#### Employee

The term "Employee" shall mean an employee of an Eligible Subcontractor, a New Prime Contractor, a New Subcontractor, or Bechtel Jacobs Company LLC. The term "Employee" shall exclude leased employees within the meaning of Internal Revenue Code Section 414(n). For purposes of Non-Bargaining Unit Employees, the term "Employee" shall also exclude casual employees. Casual employees are those clerical, professional or technical employees hired to work on a temporary replacement basis or for a limited period of time.

### Full-time Employee

The term “Full-time Employee” shall mean a non-exempt or exempt permanent Employee of an Eligible Subcontractor, a New Prime Contractor, a New Subcontractor, or Bechtel Jacobs Company LLC who is scheduled by his employer to work at least 40 hours per week on a regular basis or at least 173.3 hours per month on a regular basis.

### Grandfathered Employee

The term “Grandfathered Employee” shall mean an individual who meets both of the following conditions:

- (A) 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
- (B) The individual was either: (1) subsequently employed by the Contractor 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 the Contractor 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 the Contractor 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 the Contractor 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 the Contractor, 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.

#### NNSA Y-12

The term “NNSA Y-12” shall mean National Nuclear Security Administration – Oak Ridge Operations.

#### New Contract

The term “New Contract” shall mean U.S. Department of Energy Contract No. AC24-050H20178 (“Paducah Infrastructure Contract”), U.S. Department of Energy Contract No. AC24-050H20193 (“Portsmouth Infrastructure Contract”), U.S. Department of Energy Contract No. AC24- 050H20179 (“Paducah Remediation Contract”), or U.S. Department of Energy Contract No. AC24-050H20192 (“Portsmouth Remediation Contract”), as those contracts may be amended from time to time.

#### New Prime Contractor

The term “New Prime Contractor” shall mean 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

The term “New Subcontractor” shall mean 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. Only those first-tier and second-tier subcontractors listed in Appendix E of the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees will be considered New Subcontractors.

#### Non-Bargaining Unit Employee

The term “Non-Bargaining Unit Employee” shall mean an Employee of Bechtel Jacobs Company LLC, a Subcontractor, a New Prime Contractor, or a New Subcontractor who is not a Bargaining Unit Employee.

#### Non-Grandfathered Employee

The term “Non-Grandfathered Employee” shall mean an Employee of Bechtel Jacobs Company LLC, a Subcontractor, a New Prime Contractor, or a New Subcontractor who is not a Grandfathered Employee.

### Participating Employer

The term “Participating Employer” shall mean Bechtel Jacobs Company LLC and any Eligible Subcontractor who adopts the Plan by properly executing an Adoption Agreement, and any organization that is a successor thereto. The term “Participating Employer” also shall mean a New Prime Contractor or New Subcontractor who adopts the Plan by properly executing an Adoption Agreement on or before the applicable Transition Date. In order to be considered a Participating Employer with respect to the DOE Contract, the Eligible Subcontractor must execute an Adoption Agreement with respect to the DOE Contract. All Adoption Agreements executed before June 1, 2005, shall be deemed to be executed only with respect to the DOE Contract. In order to be considered a Participating Employer with respect to the New Contract, the New Prime Contractor or New Subcontractor must execute an Adoption Agreement with respect to the New Contract.

### Part-time Employee

The term “Part-time Employee” shall mean a permanent Employee of an Eligible Subcontractor, a New Prime Contractor, a New Subcontractor, or Bechtel Jacobs Company LLC who is scheduled by his employer to work more than 20 percent, but less than 80 percent, of the regular work schedule on a regular or interim basis.

### Plan Year

The term “Plan Year” means the twelve-month period beginning on each January 1st. The first Plan Year shall be a short year beginning on October 1 1998 and ending on December 31, 1998.

### Retiree

The term Retiree shall mean an Employee who meets one of the following conditions when he retires.

The Employee retires or terminates from employment with Bechtel Jacobs Company LLC and:

- (1) is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees (the “Pension Plan”); or
- (2) is a Grandfathered Employee who receives benefits under the Bechtel Jacobs Company LLC 1998 Voluntary Reduction in Force Program Plan for Grandfathered Employees (the “VRIF”), and is entitled to retiree welfare benefits under the terms of the VRIF; or

is a Non-Grandfathered Bargaining Unit Employee who retires from employment with Bechtel Jacobs Company LLC after attaining age 65 or attaining age 50 and completing at least ten years of service; or

is a Non-Grandfathered Non-Bargaining Unit Employee who retires from employment with Bechtel Jacobs Company LLC after attaining age 65 or attaining age 50 and completing at least ten years of service.

- (b) The Employee retires from employment with an Eligible Subcontractor and:

was employed in a Staffing Plan Position immediately prior to retirement and is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan; or

was employed in a Staffing Plan Position immediately prior to retirement, and is a Non-Grandfathered Bargaining Unit Employee who retires after attaining age 65 or after attaining age 50 and completing at least ten years of service; or

was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, and is a Grandfathered Employee who would have been entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan had he retired at the time of his transfer to the non-Staffing Plan Position; or

was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, is a Non-Grandfathered Bargaining Unit Employee, and had attained age 65 or had attained age 50 and completed at least ten years of service at the time of transfer to the non-Staffing Plan Position.

- (c) The Employee retires from Covered Employment with a Participating Employer with respect to the New Contract and:

is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan;

is a Non-Grandfathered Bargaining Unit Employee who retires from Covered Employment with the Participating Employer after

attaining age 65 or attaining age 50 and completing at least ten years of service.

(d) Years of service for Non-Grandfathered Employees for purposes of subsections (a)(3), (a)(4), (b)(2), (b)(4) and (c)(2) of this Section 2.30 shall mean the following:

(1) With respect to a Bargaining Unit Employee, years of service shall be determined in accordance with the terms and conditions of his respective collective bargaining agreement.

(2) With respect to a Non-Bargaining Unit Employee, years of service shall mean the continuous period of time during which an Employee is in an active pay status or is in an approved leave of absence without pay. A former Bechtel Jacobs Company LLC or Subcontractor Employee with a break in service upon rehire will be given credit for the period of employment accrued at last termination. No credit will be given for elapsed time between employment periods in establishing years of service. For Employees of Bechtel Jacobs Company LLC, years of service shall include service prior to an Employee's employment with Bechtel Jacobs Company LLC in accordance with the following:

(i) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Bechtel Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding five years between the time of service with the Bechtel Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC.

(ii) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Jacobs Engineering Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding the number of years of Jacobs Engineering Group, Inc. service between the time of service with the Jacobs Engineering Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC.

### 2.31 Staffing Plan Position

The term "Staffing Plan Position" shall mean a regular and 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 Bechtel Jacobs Company LLC. For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent.

#### Subcontractor

The term “Subcontractor” shall mean a 1st or 2nd tier subcontractor of Bechtel Jacobs Company LLC as provided in the DOE Contract.

#### Summer Intern

An Employee of a Participating Employer who is also a full-time student and meets all of the following conditions:

- (a) is enrolled in an accredited college or university;
- (b) is employed by the Employer only during the months of May through August; and
- (c) is pursuing a degree.

#### Transition Date

The term “Transition Date” shall mean, with respect to each New Prime Contractor, the effective date for contract responsibility and completion of transition, as approved by the U.S. Department of Energy, of its New Contract. The Transition Date for each New Contract is listed in Appendix E of the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees.

#### Trust

The term “Trust” shall mean the Health and Welfare Benefit Trust for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors.

## **SECTION 3 - ELIGIBILITY AND PARTICIPATION**

### **3.1 Eligibility - Active Employees**

#### **(a) Categories of Eligible Employees.**

The following Full-time and Part-time Employees of Participating Employers shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsections (b) and (c):

All Employees of Bechtel Jacobs Company LLC.

The following Employees of Eligible Subcontractors that are Participating Employers with respect to the DOE Contract:

- (i) Grandfathered Employees employed in Staffing Plan Positions.
- (ii) Bargaining Unit Employees employed in Staffing Plan Positions.
- (iii) Non-Grandfathered, Non-Bargaining Unit Employees employed by a Participating Employer, but only if: (A) the Employee is employed in a Staffing Plan Position; and (B) Bechtel Jacobs Company LLC in its sole discretion has granted permission to the Participating Employer to enroll its Non-Grandfathered, Non-Bargaining Unit Employees in the Plan during a limited period of time for a limited period of participation immediately following the Participating Employer's commencement of work on the DOE Contract.

The following Employees of New Prime Contractors and New Subcontractors that are Participating Employers with respect to the New Contract:

- (i) Grandfathered Employees employed in Covered Employment.
- (ii) Bargaining Unit Employees performing work under the New Contract as a member of the class of employees with respect to whom the New Prime Contractor or New Subcontractor has become a Participating Employer.

#### **(b) Types of Benefit Programs Available.**

Full-time Employees. Eligible Employees who are Full-time Employees of Bechtel Jacobs Company LLC or of Participating Employers with respect to the DOE Contract shall be eligible for

all Benefit Programs. Eligible Employees who are Full-time Employees of Participating Employers with respect to the New Contract shall be eligible for Benefit Programs providing medical, dental, vision, life insurance, and long-term disability benefits.

Part-time Employees

Eligible Employees who are Part-time Employees of Bechtel Jacobs Company LLC or of Participating Employers with respect to the DOE Contract shall be eligible for all Benefit Programs. Eligible Employees who are Part-time Employees of Participating Employers with respect to the New Contract shall be eligible for Benefit Programs providing medical, dental, vision, life insurance, and long-term disability benefits.

Summer Interns. Eligible Employees who are Summer Interns of Bechtel Jacobs Company LLC or Participating Employers with respect to the DOE Contract shall be eligible for the Benefit Programs providing employee assistance and business travel accident benefits.

(c) Effective Date of Coverage

Coverage for an Employee shall begin on the day the Employee becomes an Eligible Employee, provided that the Eligible Employee:

- (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days of becoming eligible in a form acceptable to the Committee;
- (ii) makes any required contributions for the requested coverage; and
- (iii) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.

Any election made by an Eligible Employee to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Employee changes his elections during an open enrollment period offered by his employer, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.2 Eligibility – Disabled Individuals

#### (a) Categories of Eligible Disabled Individuals.

The following Disabled Individuals shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsections (b) and (c):

Each Employee who was an Eligible Employee and was employed by Bechtel Jacobs Company LLC at the time his short- or long-term disability income benefits commenced.

Each Employee who was an Eligible Employee and was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced; provided, however, that any Non-Grandfathered, Non-Bargaining Unit Employee (or former Employee) who is a Disabled Individual shall cease to be an Eligible Disabled Individual effective as of the date his Participating Employer's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates.

The following Employees of Eligible Subcontractors that are not Participating Employers, effective as of the date such Eligible Subcontractor's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates:

- (i) Each Grandfathered Employee who was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced.
- (ii) Each Bargaining Unit Employee who was employed in a Staffing Plan Position at the time his short- or long-term disability income benefits commenced.

Each Employee who was an Eligible Employee performing work under the New Contract as a member of the class of employees with respect to whom a New Prime Contractor or New Subcontractor has become a Participating Employer at the time his short- or long-term disability income benefits commenced.

#### (b) Types of Benefit Programs Available.

**Short-Term Disability Status.** During the first six (6) months (or 180 days) that an Eligible Disabled Individual is eligible to receive disability income benefits, he shall be eligible for the following Benefit Programs:

- (i) for an Eligible Disabled Individual described in Section 3.2(a)(1), (a)(2), or (a)(3), those providing medical, dental, vision, employee assistance, life insurance, special accident, and long-term disability benefits.
- (ii) for an Eligible Disabled Individual described in Section 3.2(a)(4), those providing medical, dental, vision, life insurance, and long-term disability benefits.

**Long-Term Disability Status.** After the first six (6) months (or 180 days) that an Eligible Disabled Individual is eligible to receive disability income benefits, he shall be eligible for the following Benefit Programs:

- (i) for an Eligible Disabled Individual described in Section 3.2(a)(1), (a)(2), or (a)(3), those providing medical, dental, vision, life insurance, and special accident benefits.
- (ii) for an Eligible Disabled Individual described in Section 3.2(a)(4), those providing medical, dental, vision, and life insurance benefits.

(c) Effective Date of Coverage

Coverage for an Eligible Disabled Individual who was covered as an Eligible Employee on the day before his short-term disability benefits commenced shall continue, provided that the Eligible Disabled Individual makes any required contributions for the coverage.

Coverage for a Disabled Individual who becomes Eligible pursuant to section 3.2(a)(3) shall begin on the day following the day his Eligible Subcontractor's contract to perform services as a 1<sup>st</sup> or 2<sup>nd</sup> tier subcontractor on the DOE Contract terminates, provided that the Eligible Disabled Individual:

- (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days of becoming eligible in a form acceptable to the Committee;
- (ii) makes any required contributions for the requested coverage; and
- (iii) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.

- (3) Any election made by an Eligible Disabled Individual to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Disabled Individual changes his elections during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.3 Eligibility - Retirees

- (a) A Retiree shall be eligible to participate in some or all of the Benefit Programs, subject to the conditions described in subsection (b) and (c). Effective March 1, 2004, a Retiree who meets the following conditions shall cease to be eligible for any Benefit Programs:
  - (1) was a Non-Grandfathered Non-Bargaining Unit Employee;
  - (2) was not actively employed with a Participating Employer as of February 29, 2004; and
  - (3) as of February 29, 2004, either (i) had deferred enrollment in the Plan; or (ii) was enrolled in one or more Benefit Programs and was working at Bechtel Group, Inc. or Jacobs Engineering Group, Inc..

#### (b) Types of Benefit Programs Available.

- (1) Retirees under Age 65. Eligible Retirees who are under age 65 shall be eligible for the Benefit Programs providing dental and vision benefits. Eligible Retirees who were Grandfathered Employees or Non-Grandfathered Bargaining Unit Employees, are under age 65 and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
- (2) Retirees Age 65 and Over. Eligible Retirees who were Grandfathered Employees or Non-Grandfathered Bargaining Unit Employees, are age 65 or over and were enrolled in Benefit Programs providing life insurance benefits immediately prior to retirement shall be eligible to continue their participation in Benefit Programs providing life insurance benefits.
- (3) Non-Grandfathered Non-Bargaining Unit Retirees. Effective March 1, 2004, Eligible Retirees who were Non-Grandfathered Non-Bargaining Unit Employees and who do not cease to be

eligible for Benefit Programs pursuant to the last sentence of subsection 3.3(a) shall:

- (i) cease to be eligible for life insurance benefits; and
- (ii) be eligible for dental and vision coverage under the Plan only if they pay the full cost.

(c) Effective Date of Coverage

Coverage for an Eligible Retiree shall begin on the date he becomes an Eligible Retiree, provided that the Eligible Retiree:

- (i) has requested coverage under the Plan and applicable Benefit Programs within thirty (30) days prior to becoming eligible in a form acceptable to the Committee;
- (ii) makes any required contributions for the requested coverage;
- (iii) authorizes any required contributions to be deducted from his Pension Plan benefit check, if any; and
- (iv) satisfies any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.
- (v) Notwithstanding the requirement that an Eligible Retiree request coverage within thirty (30) days prior to becoming eligible, an Eligible Retiree who has deferred enrollment in the Plan because he is covered as a Dependent of an Active Eligible Employee shall become covered effective as of the day following the day he ceases to be covered as a Dependent, provided he requests coverage within thirty (30) days of such date.

Any election made by an Eligible Retiree to accept or decline coverage under a Benefit Program shall remain in effect until such time that the Eligible Retiree changes his elections during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Election changes made during an open enrollment period will become effective on the first day of the Plan Year for which the open enrollment period applies.

### 3.4 Eligibility – Dependents

(a) An Eligible Employee, Eligible Disabled Individual or Eligible Retiree may enroll his Dependents in some or all of the Benefit Programs, subject to the conditions described in subsection (b) and (c).

(b) Types of Benefit Programs Available.

(1) Dependents of Eligible Employees who are employed by Bechtel Jacobs Company LLC or Participating Employers with respect to the DOE Contract shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, special accident, and dependent life insurance benefits. Dependents of Eligible Employees who are employed by Participating Employers with respect to the New Contract shall be eligible for Benefit Programs providing medical, dental, vision, and dependent life insurance benefits.

Dependents of an Eligible Disabled Individual who, at the time his disability income benefits commenced, was employed by Bechtel Jacobs Company LLC, a Participating Employer with respect to the DOE Contract, or an Eligible Subcontractor that is not a Participating Employer shall be eligible for Benefit Programs providing medical, dental, vision, employee assistance, special accident, or dependent life insurance benefits. Dependents of an Eligible Disabled Individual who, at the time his disability income benefits commenced, was employed by a Participating Employer with respect to the New Contract shall be eligible for Benefit Programs providing medical, dental, vision, and dependent life insurance benefits.

Dependents of Eligible Retirees who are under age 65 shall be eligible for Benefit Programs providing dental and vision benefits.

(b) Effective Date of Coverage

A Participant with a Dependent as of the date he becomes eligible for coverage under a Benefit Program may enroll the Dependent in such Benefit Program on that same date, provided the Participant has requested coverage for each Dependent under the Plan within thirty (30) days after the date of eligibility, in a form acceptable to the Committee and makes any required contributions for the coverage.

A Participant who acquires a Dependent after the date he first becomes eligible for coverage under a Benefit Program may enroll the Dependent in such Benefit Program, provided the Participant has requested coverage for each Dependent under the Benefit

Program within thirty (30) days after the date of eligibility, in a form acceptable to the Committee and makes any required contributions for the coverage.

- (3) A Participant who does not enroll his Dependents when first eligible to do so may be permitted to add his Dependents during an open enrollment period offered under the Plan, or as a result of another event permitting a change in elections as described in the documents listed in Appendix A. Dependents added during an open enrollment period will become covered on the first day of the Plan Year for which the open enrollment period applies.
- (4) If both spouses are employed by a Participating Employer, only one spouse may enroll each Dependent child for coverage.

### 3.5 Termination of Participation

- (a) Participants. A Participant's participation in the Plan shall terminate on the date the Participant is no longer a participant in any Benefit Program. The participation in a Benefit Program shall end upon earliest of the following events to occur:

The Participant ceases to make any contributions required for coverage under the Benefit Program, effective as of the last day of the period for which the last contribution was made;

The Participant ceases to be an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, effective as of the date the Participant ceases to be Eligible, except that coverage under Benefit Programs providing medical, dental, and vision benefits shall end effective as of the last day of the month in which the Participant ceases to be eligible;

For a Participant who is employed by a Participating Employer with respect to the DOE Contract and who is not covered as an Eligible Disabled Individual or an Eligible Retiree, the Subcontractor's contract to perform services as a 1st or 2nd tier subcontractor on the DOE Contract terminates;

For a Participant who is employed by a Participating Employer with respect to the New Contract and who is not covered as an Eligible Disabled Individual or an Eligible Retiree, the New Contractor's contract to perform services as a prime contractor or 1st tier or 2nd tier subcontractor on the New Contract terminates;

The date the Benefit Program ends; or

(6) The date the Participant ceases to satisfy any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.

(b) Dependents. The participation of a Dependent in the Plan shall terminate on the date the Dependent is no longer a participant in any Benefit Program. A Dependent of a Participant shall cease to be covered under a Benefit Program upon earliest of the following events to occur:

(1) The Participant ceases to make any contributions required for Dependent coverage under the Benefit Program, effective as of the last day of the period for which the last contribution was made;

(2) The Participant ceases to be an Eligible Employee, Eligible Disabled Individual, or Eligible Retiree, effective as of the date the Participant ceases to be covered;

The date the Dependent ceases to satisfy the requirements specified in Section 2.12;

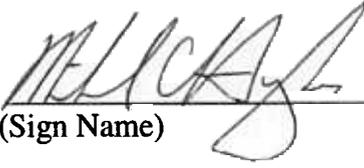
The date the Benefit Program ends; or

The date the Dependent ceases to satisfy any additional conditions for participation specified under any documents listed in Appendix A which constitute part of this Plan.

### 3.6 Continuation Coverage

“Qualified beneficiaries” (within the meaning of section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended (“Code”) or section 607(3) of ERISA) may, upon the occurrence of a “qualifying event” (within the meaning of section 607(3) of ERISA or section 4980B(f)(3) of the Code), elect to purchase COBRA continuation coverage under any Benefit Program which is a “group health plan” (within the meaning of section 607(1) of ERISA or section 4980B(g)(2) of the Code) to the extent such continuation coverage is required by the Code or ERISA or as provided for in a Benefit Program. Participants and any beneficiaries under any Benefit Program shall also have the continuation coverage rights and such other rights as may be described in a Benefit Program or as mandated by the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1994, and other federal applicable law, or as may be mandated by applicable state law which is not preempted by ERISA.

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 30<sup>th</sup> day of June 2005 2005.

By:  June 30, 2005  
(Sign Name) (Date)

For: BECHTEL JACOBS COMPANY LLC  
Michael C. Hughes, President

**AMENDMENT NUMBER TWO  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SUBCONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Subcontractors (the "Plan"); and

WHEREAS, pursuant to Section 7.1 of the Plan, the Board of Control (or a delegate of the Board of Control) may amend the Plan; and

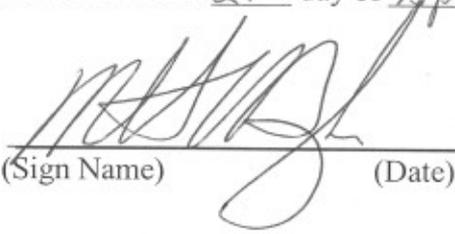
WHEREAS, by resolution dated March 23, 1998, the Board of Control delegated to the President of Bechtel Jacobs Company LLC the authority to execute and amend the Plan, as appropriate or required:

**NOW, THEREFORE, BE IT RESOLVED**, that the Plan, as amended and restated as of October 1, 1998, be further amended effective April 24, 2006 by the restatement of the definition of "New Contract" in Section 2.6 as follows:

2.22 New Contract

The term "New Contract" shall mean U.S. Department of Energy Contract No. DE-AC24-050H20178 ("Paducah Infrastructure Contract"), U.S. Department of Energy Contract No. DE-AC24-050H20193 ("Portsmouth Infrastructure Contract"), U.S. Department of Energy Contract No. DE-AC30-06EW05001 ("Paducah Remediation Contract"), or U.S. Department of Energy Contract No. DE-AC24-050H20192 ("Portsmouth Remediation Contract"), as those contracts may be amended from time to time.

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 21 day of April, 2006.

By:   
(Sign Name) (Date)

For: BECHTEL JACOBS COMPANY LLC  
Michael C. Hughes, President

**AMENDMENT NUMBER THREE  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan"); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, be and is hereby further amended in the following particulars:

1. Effective as of January 1, 2006, the Plan shall be amended in its entirety replacing each mention of "thirty (30)" with "thirty-one (31)".
2. Effective as of January 1, 2006, the first sentence of Subsection 2.12(b) shall be replaced with the following:
  - (b) For Benefit Programs that provide benefits other than special accident benefits, the Participant's unmarried children under age twenty-four (24) who meet the criteria that would enable the Participant to claim them as dependents for Federal Income Tax purposes under Internal Revenue Code Section 152 (determined without regard to (b)(1) and (d)(1)(B)), and who reside with the Participant in a regular parent-child relationship (or would so reside except for handicap, disability or illness).
3. Effective as of January 1, 2006, Subsection 2.12(f)(2) shall be replaced with the following:
  - (2) Step-child who qualifies for the dependent exemption on the Participant's current income tax form under the Internal Revenue Code and the Federal Tax regulation (as determined without regard to Code Section 152(b)(1) and (d)(1)(B)),

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4. Effective as of January 1, 2006, Subsection 2.12(g) shall be replaced with the following:
  - (g) For purposes of all Benefit Programs, if a person and his spouse are each employees of either Bechtel Jacobs Company LLC, an Eligible Subcontractor, a New Prime Contractor or a New Subcontractor, then each individual may be covered as an Employee or as a Dependent, but not

both. For purposes of Benefit Programs that provide benefits other than special accident benefits, only one individual may cover the couple's children as Dependents. For purposes of Benefit Programs that provide special accident benefits, both individuals may cover the couple's children as Dependents.

5. Effective as of October 1, 2006, Subsection 3.1(a)(3) shall be replaced with the following:

(3) The following Employees of New Prime Contractors and New Subcontractors that are Participating Employers with respect to the New Contract:

(i) Grandfathered Employees employed in Covered Employment. Effective December 1, 2006, Grandfathered Employees performing work under the New Contract as a member of the class of employees with respect to whom the New Prime Contractor Swift & Staley Mechanical Contractors, Inc or one of its New Subcontractors (Wastren, Inc. and Williams Professional Services, Inc.) has become a Participating Employer shall cease to be eligible for all benefits under the Plan.

(ii) Bargaining Unit Employees performing work under the New Contract as a member of the class of employees with respect to whom the New Prime Contractor or New Subcontractor has become a Participating Employer. Effective October 1, 2006, Bargaining Unit Employees performing work under the New Contract as a member of the class of employees with respect to whom the New Prime Contractor Swift & Staley Mechanical Contractors, Inc. or one of its New Subcontractors (Wastren, Inc. and Williams Professional Services, Inc.) has become a Participating Employer shall cease to be eligible for all benefits under the Plan.

6. Effective as of January 1, 2007, Appendix A, paragraph (b), entitled *Dental Plan*, shall be replaced with the following:

(c) Dental Plan

- Plan Number: 510
- Provider: Aetna Dental
- Policy Number: GP-720018

7. Effective as of January 1, 2005, Appendix A, paragraph (c) shall be replaced with the following:

(d) Employee Assistance Plan

- Plan Number: 510
- Provider: Aetna Behavioral Health
- Policy Number: N/A

8. Effective January 1, 2009, Appendix A shall be amended in its entirety, and shall be replaced with the following:

**APPENDIX A  
TO THE HEALTH AND  
WELFARE BENEFIT PLAN FOR EMPLOYEES OF  
BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS  
October 1, 1998, as amended January 1, 2009  
(Benefit Programs)**

This Appendix A to the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors ("Plan") shall be applicable on and after the amendment date, January 1, 2009 ("Effective Date").

As of the Effective Date of this Appendix A, Bechtel Jacobs Company LLC maintains as part of the Plan such Benefit Programs as are listed below. The insurance and HMO contract(s), administrative services agreements, summary plan description(s), and related material described after each Benefit Program are hereby incorporated into and made a part of the Plan.

- (a) Business Travel and Accident Insurance Plan
  - Plan Number: 510
  - Provider: Life Insurance Company of North America
  - Policy Number: ABL654519
- (b) Special Accident Insurance Plan
  - Plan Number: 510
  - Provider: Life Insurance Company of North America
  - Policy Number: OK821732
- (c) Dental Plan
  - Plan Number: 510

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  - Provider: Aetna Dental
  - Policy Number: GP-720018
- (d) Employee Assistance Plan

- Plan Number: 510
- Provider: Aetna Behavioral Health
- Policy Number: N/A

(e) Life Insurance Plan

- Plan Number: 510
- Provider: Metropolitan Life Insurance Company
- Policy Number: 95392-01-G

(f) Long-Term Disability Plan

- Plan Number: 510
- Provider: Metropolitan Life Insurance Company
- Policy Number: 95392-01-G

(g) Medical Plan

(includes prescription drug and mental health and substance abuse benefits)

- Plan Number: 510
- Provider: Aetna
- Policy Number: 720018

(h) Vision Plan

- Plan Number: 510
- Provider: Vision Service Plan

- 
- Policy Number: 12090444

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 16 day of Dec, 2008.

By:   
(Sign Name)

For: BECHTEL JACOBS COMPANY LLC  
Paul H. Divjak  
President and General Manager

**AMENDMENT NUMBER FOUR  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan"); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to reflect the transition of Department of Energy work effective March 16, 2010 to new contractors and their employees, who will participate in the Plan.

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, be and is hereby further amended in the following particulars:

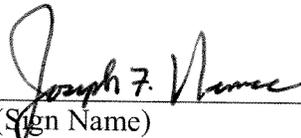
Effective as of March 16, 2010, Section 2.22 shall be amended by substituting the following:

2.22 "New Contract" shall mean 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"), or U.S. Department of Energy Contract No. DE-AC24-05OH20192 ("Portsmouth Remediation Contract"), as those contracts may be amended from time to time.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 15<sup>th</sup> day of March, 2010.

By:

  
\_\_\_\_\_  
(Sign Name)

For: BECHTEL JACOBS COMPANY LLC  
Joseph F. Nemec  
President and General Manager

**AMENDMENT NUMBER FIVE  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan"); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to reflect the transition of Department of Energy work effective July 26, 2010 to new contractors and their employees, who will participate in the Plan.

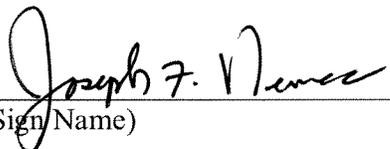
NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, be and is hereby further amended in the following particulars:

Effective as of July 26, 2010, Section 2.22 shall be amended by substituting the following:

2.22 "New Contract" shall mean 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"), or U.S. Department of Energy Contract No. DE-AC24-05OH20192 ("Portsmouth Remediation Contract"), as those contracts may be amended from time to time.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 22 day of July, 2010.

By:   
(Sign Name)

For: BECHTEL JACOBS COMPANY LLC  
Joseph F. Nemec  
President and General Manager

**AMENDMENT NUMBER SIX  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the “Plan”); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to comply with changes required by the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010.

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, is hereby further amended effective as of January 1, 2011 in the following particulars:

1. Subsection 2.12(b) shall be deleted in its entirety and replaced with the following:
  - (b) For Benefit Programs that provide benefits other than special accident benefits, the Participant’s children (i) who have not attained age twenty-six (26) and (ii) for Plan Years beginning before January 1, 2014, who are not eligible to enroll in an employer-sponsored health plan other than this Plan.
2. Subsection 2.12(e) shall be amended by deleting the word “unmarried” in the introductory phrase of such subsection.
3. Subsection 2.12(f) shall be deleted in its entirety and replaced with the following:
  - (f) For purposes of this Section 2.12, a child is the Participant’s:
    - (1) son, daughter, stepson, or stepdaughter. For this purpose, a legally adopted individual of the Participant, or an individual who is lawfully placed with the Participant for legal adoption by the Participant, shall be treated as a child of such Participant by blood.
    - (2) eligible foster child. For this purpose, “eligible foster child” means an individual who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

For purposes of Benefit Programs that are “group health plans,” a child also includes a child for whom the Participant is required to provide health coverage pursuant to a Qualified Medical Child Support Order within the meaning of ERISA Section 609.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 21 day of September, 2010.

By: Joseph F. Nemec  
(Sign Name)

For: Bechtel Jacobs Company LLC  
Joseph F. Nemec  
President and General Manager

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**AMENDMENT NUMBER SEVEN  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the “Plan”); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to comply with state law changes in Ohio regarding group health plan coverage for certain adult dependent children.

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, is hereby further amended effective as of January 1, 2011 in the following particulars:

1. Subsection 2.12(b) shall be deleted in its entirety and replaced with the following:
  - (b) For Benefit Programs that provide benefits other than special accident benefits:
    - (1) the Participant’s children who (A) have not attained age twenty-six (26) and (B) for Plan Years beginning before January 1, 2014, are not eligible to enroll in an employer-sponsored health plan other than this Plan; or
    - (2) the Participant’s children who (A) have not attained age twenty-eight (28); (B) are unmarried; (C) reside in the state of Ohio **or** are full-time students at an accredited institute of higher education; (D) do not qualify for Medicaid or Medicare; and (D) are not eligible for health coverage through his or her own employer.
2. Subsection 2.12(f) shall be deleted in its entirety and replaced with the following:
  - (f) (1) For purposes of Section 2.12(b)(1), a child is the Participant’s:
    - (i) son, daughter, stepson, or stepdaughter. For this purpose, a legally adopted individual of the Participant, or an individual who is lawfully placed with the Participant for legal adoption by the Participant, shall be treated as a child of such Participant by blood.
    - (ii) eligible foster child. For this purpose, “eligible foster child” means an individual who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

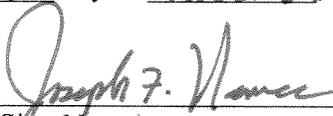
(2) For purposes of Section 2.12(b)(2), a child is the Participant's natural child, step-child or adopted child.

For purposes of Benefit Programs that are "group health plans," a child also includes a child for whom the Participant is required to provide health coverage pursuant to a Qualified Medical Child Support Order within the meaning of ERISA Section 609.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 1 day of November, 2010.

By:

  
\_\_\_\_\_  
(Sign Name)

For: Bechtel Jacobs Company LLC  
Joseph F. Nemec  
President and General Manager

**AMENDMENT NUMBER EIGHT  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan"); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to comply with state law changes in Louisiana regarding group health plan coverage for certain adult dependent children and grandchildren.

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, is hereby further amended effective January 1, 2011 (unless stated otherwise below) in the following particulars:

1. Section 2.12(b) shall be deleted in its entirety and replaced with the following:

For Benefit Programs that provide benefits other than special accident benefits:

- (1) effective January 1, 2011 (except that for Participants who reside in Louisiana, this Section 2.12(b)(1) shall be effective September 23, 2010), the Participant's children who (A) have not attained age twenty-six (26) and (B) for Plan Years beginning before January 1, 2014, are not eligible to enroll in an employer-sponsored health plan other than this Plan; or
- (2) effective January 1, 2011, the Participant's children who (A) have not attained age twenty-eight (28); (B) are unmarried; (C) reside in the state of Ohio or are full-time students at an accredited institute of higher education; (D) do not qualify for Medicaid or Medicare; and (E) are not eligible for health coverage through his or her own employer; or
- (3) effective September 23, 2010, for a Participant who resides in Louisiana, the Participant's grandchildren who (A) are in the legal custody of and residing with the Participant; (B) have not attained age twenty-six (26); and (C) for Plan Years beginning before January 1, 2014, are not eligible to enroll in an employer-sponsored health plan other than this Plan.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 7<sup>th</sup> day of January, 2010.2011.

By: Joseph F. Nemecek  
(Sign Name)

For: BECHTEL JACOBS COMPANY LLC  
Joseph F. Nemecek  
President and General Manager

**AMENDMENT NUMBER NINE  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

WHEREAS, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan"); and

WHEREAS, the Plan has previously been amended and further amendment thereof is now considered desirable;

WHEREAS, the Plan must be amended to reflect the transition of Department of Energy work effective March 29, 2011 to new contractors and their employees, who will participate in the Plan.

NOW, THEREFORE, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, be and is hereby further amended in the following particulars:

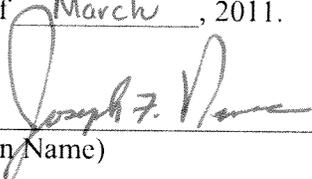
Effective as of March 29, 2011, Section 2.22 shall be amended by substituting the following:

2.22 "New Contract" shall mean 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.

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

IN WITNESS WHEREOF, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 28<sup>th</sup> day of March, 2011.

By:

  
\_\_\_\_\_  
(Sign Name)

For: BECHTEL JACOBS COMPANY LLC  
Joseph F. Nemecek  
President and General Manager

**AMENDMENT NUMBER TEN  
TO THE  
HEALTH AND WELFARE BENEFIT PLAN  
FOR EMPLOYEES OF BECHTEL JACOBS COMPANY LLC  
AND SELECT DOE CONTRACTORS**

**WHEREAS**, Bechtel Jacobs Company LLC maintains the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors (the "Plan");

**WHEREAS**, the Plan has previously been amended and further amendment thereof is now considered desirable;

**WHEREAS**, the U.S. Department of Energy ("DOE") is transitioning remediation and cleanup services at the East Tennessee Technology Park in Oak Ridge, Tennessee from Bechtel Jacobs Company LLC to URS | CH2M Oak Ridge LLC doing business as UCOR LLC ("UCOR") effective August 1, 2011, pursuant to DOE Contract No. DE-SC 0004645;

**WHEREAS**, in accordance with DOE Contract No. DE-SC 0004645, UCOR intends to maintain the same health and welfare benefits on August 1, 2011, including maintaining the Plan; and

**WHEREAS**, Bechtel Jacobs Company LLC now desires to amend the Plan to reflect that its participation in the Plan will terminate in its entirety effective as of 12:00 a.m. on August 1, 2011, and that at 12:01 a.m. on August 1, 2011, UCOR will assume all responsibility for the Plan that was previously assumed by Bechtel Jacobs Company LLC, with all the rights and duties set forth in the Plan.

**NOW, THEREFORE**, pursuant to the power reserved to Bechtel Jacobs Company LLC under Section 7.1 of the Plan, the Plan, as previously amended, is hereby further amended effective at 12:01 a.m. on August 1, 2011, as follows:

1. UCOR LLC shall hereby replace Bechtel Jacobs Company LLC as the entity maintaining the Plan, and all instances of "Bechtel Jacobs Company LLC" shall be replaced by "UCOR LLC," unless expressly noted elsewhere in this amendment, or except as necessary to effectuate the terms of the above contracts.
2. The title page of the Plan shall be changed to the "East Tennessee Technology Park Health and Welfare Benefit Plan" and Section 1.1 and each other occurrence of the Plan name shall be amended accordingly.
3. Plan Section 1.2 shall be amended by substituting the following:

"1.2 Effective Date

The East Tennessee Technology Park Health and Welfare Benefit Plan ("Plan"), formerly known as the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors, was established by Bechtel Jacobs Company LLC effective October 1, 1998 ("Effective Date"). The Plan was adopted by each Participating Employer in accordance with such Participating Employer's Adoption Agreement, effective with respect to such Participating

Employer's employees as of the date specified in the Adoption Agreement. UCOR LLC replaced Bechtel Jacobs Company LLC effective August 1, 2011."

4. Plan Section 2.4 shall be amended by substituting the following:

"2.4 Committee

The term "Committee" shall mean the Benefits and Investments Committee maintained pursuant to Section 5 of the Plan."

5. Plan Section 2.5 shall be amended by substituting the following:

"2.5 Contract

The term "Contract" shall mean, individually and collectively, the U.S. Department of Energy Contract Nos. DE-AC05-98OR22700, DE-AC05-03OR22980, and DE-SC 0004645, as amended from time to time."

6. Plan Section 2.6 shall be amended by substituting the following:

"2.6 Contractor

The term "Contractor" shall mean Bechtel Jacobs Company LLC, with respect to any event occurring before August 1, 2011, and shall mean UCOR LLC with respect to any event occurring on or after August 1, 2011."

7. Plan Section 2.8 shall be amended by substituting "East Tennessee Technology Park Pension Plan for Grandfathered Employees (previously known as the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees)."

8. Plan Section 2.9 shall be amended by substituting the following:

"2.9 DOE Contract

The term "DOE Contract" shall mean, individually and collectively, the U.S. Department of Energy Contract Nos. DE-AC05-98OR22700, DEAC05-030R22980, DE-SC-0004645, as amended from time to time."

9. Bechtel Jacobs Company LLC shall cease to be a Participating Employer in the Plan. Section 2.27 shall be amended by substituting the following:

"2.27 Participating Employer

The term "Participating Employer" shall mean UCOR LLC and any Eligible Subcontractor who adopts the Plan by properly executing an Adoption Agreement, and any organization that is a successor thereto. The term "Participating Employer" also shall mean a New Prime Contractor or New Subcontractor who adopts the Plan by properly executing an Adoption Agreement on or before the applicable Transition Date. In order to be considered a Participating Employer with respect to the DOE Contract, the Eligible Subcontractor must execute an Adoption Agreement with respect to the DOE Contract. All Adoption Agreements executed before June 1, 2005, shall be

deemed to be executed only with respect to the DOE Contract as in effect on such date. In order to be considered a Participating Employer with respect to the New Contract, the New Prime Contractor or New Subcontractor must execute an Adoption Agreement with respect to the New Contract.”

10. Plan Section 2.30 shall be amended by substituting the following:

“2.30 Retiree

The term “Retiree” shall mean an Employee who meets one of the following conditions when he retires.

- (a) The Employee retires or terminates from employment with the Contractor and;
  - (1) is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the East Tennessee Technology Park Pension Plan for Grandfathered Employees (formerly titled the Bechtel Jacobs Company LLC Pension Plan for Grandfathered Employees) (the “Pension Plan”); or
  - (2) is a Grandfathered Employee who receives benefits under the Bechtel Jacobs Company LLC 1998 Voluntary Reduction in Force Program Plan for Grandfathered Employees (the VRIF), and is entitled to retiree welfare benefits under the terms of the VRIF; or
  - (3) is a Non-Grandfathered Bargaining Unit Employee who retires from employment with the Contractor after attaining age 65 or attaining age 50 and completing at least ten years of service; or
  - (4) is a Non-Grandfathered Non-Bargaining Unit Employee who retires from employment with the Contractor after attaining age 65 or attaining age 50 and completing at least ten years of service.
- (b) The Employee retires from employment with an Eligible Subcontractor and:
  - (1) was employed in a Staffing Plan Position immediately prior to retirement and is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan; or
  - (2) was employed in a Staffing Plan Position immediately prior to retirement, and is a Non-Grandfathered Bargaining Unit Employee who retires after attaining age 65 or after attaining age 50 and completing at least ten years of service; or
  - (3) was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, and is a Grandfathered Employee who would have been entitled to a Normal or Early Retirement Benefit pursuant to the terms of

the Pension Plan had he retired at the time of his transfer to the non-Staffing Plan Position; or

- (4) was not employed in a Staffing Plan Position immediately prior to retirement but was employed in a Staffing Plan Position sometime prior to retirement and transferred to a non-Staffing Plan Position, is a Non-Grandfathered Bargaining Unit Employee, and had attained age 65 or had attained age 50 and completed at least ten years of service at the time of transfer to the non-Staffing Plan Position.
- (c) The Employee retires from Covered Employment with a Participating Employer with respect to the New Contract and:
- (1) is a Grandfathered Employee who is entitled to a Normal or Early Retirement Benefit pursuant to the terms of the Pension Plan; or
  - (2) is a Non-Grandfathered Bargaining Unit Employee who retires from Covered Employment with the Participating Employer after attaining age 65 or attaining age 50 and completing at least ten years of service.
- (d) Years of service for Non-Grandfathered Employees for purposes of subsections (a)(3), (a)(4), (b)(2), (b)(4) and (c)(2) of this Section 2.30 shall mean the following:
- (1) With respect to a Bargaining Unit Employee, years of service shall be determined in accordance with the terms and conditions of his respective collective bargaining agreement.
  - (2) With respect to a Non-Bargaining Unit Employee, years of service shall mean the continuous period of time during which an Employee is in an active pay status with the Contractor, or is on an approved leave of absence without pay. A former employee of a Contractor or Subcontractor with a break in service upon rehire will be given credit for the period of employment accrued at last termination. No credit will be given for elapsed time between employment periods in establishing years of service. For Employees who were employed by a Contractor, years of service shall include service prior to an Employee's employment with the Contractor in accordance with the following:
    - (i) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Bechtel Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding five years between the time of service with the Bechtel Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC.

- (ii) Years of service shall include the total length of time, as determined by the Employee's company-credited service date, spent by the Employee in any capacity in the continuous service of Jacobs Engineering Group, Inc. and its subsidiaries; provided, however, that the individual has not had a break in service exceeding the number of years of Jacobs Engineering Group, Inc. service between the time of service with the Jacobs Engineering Group, Inc. and the time of transfer to Bechtel Jacobs Company LLC."

- 11. Plan Section 2.31 shall be amended by substituting the following:

"2.31 Staffing Plan Position

The term "Staffing Plan Position" shall mean 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 the Contractor. For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent."

- 12. Plan Section 2.35 shall be amended by substituting the following:

"2.35 Trust

The term "Trust" shall mean the Health and Welfare Benefit Trust for Employees of East Tennessee Technology Park and Select DOE Contractors, formerly called the Health and Welfare Benefit Trust for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors."

- 13. Plan Section 5.1 shall be amended by substituting the following:

"5.1 Plan Administrator

UCOR LLC shall maintain the Benefits and Investments Committee. The Committee serves as the Plan Administrator and oversees the administration and operation of the Plan. The Committee will hold office at the pleasure of the President and Project Manager of UCOR LLC or his designee and will be a named fiduciary of the Plan as described in Section 402(a)(1) of ERISA. The Committee was established pursuant to resolution of the Board of Control of the original Contractor, Bechtel Jacobs Company LLC dated March 23, 1998."

- 14. Plan Section 7.1 shall be amended by substituting the following:

"7.1 Amendment

The Board of Managers of UCOR LLC, the President and Project Manager of UCOR LLC, or its respective delegate may amend in writing any part or all of the Plan, or any contract providing benefits with the agreement of the insurance company, at any time or from time to time. The Board of Managers of UCOR LLC, the President and Project Manager of UCOR LLC, or its respective delegate

may also remove or change any insurance company at any time and from time to time. Any such amendment shall be binding upon all Participating Employers without further action by UCOR LLC or a Participating Employer."

15. Pursuant to Section 7.2 of the Plan, Bechtel Jacobs Company LLC shall cease to be a Participating Employer in the Plan and this document shall serve as the signed writing required by that Section.

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

**IN WITNESS WHEREOF**, Bechtel Jacobs Company LLC has caused this amendment to be signed by its duly authorized officer this 21<sup>st</sup> day of July, 2011.

ATTEST: Rosalind D. James  
BIC Secretary

**BECHTEL JACOBS COMPANY LLC**

By: Joseph F. Nemec  
Joseph F. Nemec

Title: President and General Manager

Date: 7/21/11

**IN WITNESS WHEREOF**, UCOR LLC agrees with this Amendment Number Ten to the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors, to be effective as of August 1, 2011.

ATTEST: Leo Sain

**UCOR LLC**

By: Leo Sain  
Leo Sain

Title: President and Project Manager

Date: 7-21-11

**AMENDMENT NUMBER ELEVEN  
TO THE  
EAST TENNESSEE TECHNOLOGY PARK  
HEALTH AND WELFARE BENEFIT PLAN**

**WHEREAS**, UCOR LLC (the “Employer”) maintains the East Tennessee Technology Park Health and Welfare Benefit Plan (formerly the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Contractors) (the “Plan”); and

**WHEREAS**, pursuant to Section 7.1 of the Plan, the Board of Managers of UCOR LLC, the President and Project Manager of UCOR LLC, or its respective delegate may amend the Plan at any time; and

**WHEREAS**, due to the failure of Congress to pass legislation to fund the Federal government and the resulting shortage of operating funds available to the Employer, the Employer intends to implement a furlough period for its employees (the “Furlough Period”) as described in the attached document entitled “Furlough Questions & Answers” (the “Furlough Information”); and

**WHEREAS**, during the Furlough Period, the Health and Welfare Benefit Trust for Employees of East Technology Part and Select DOE Contractors (the “Trust”), the funding vehicle for the Plan, may or may not have or receive sufficient funds for the payment of insurance premiums for coverage under the Plan; and

**WHEREAS**, the Employer desires to amend the Plan to incorporate the relevant provisions of the Furlough Information into the terms of the Plan, and to align the Plan’s eligibility provisions with the extent to which insurance coverage under the Plan can be continued during the Furlough Period.

**NOW, THEREFORE**, the Plan is hereby amended, effective on the first day of the Furlough Period, in the following respects:

1. Notwithstanding any other provision in the Plan’s governing documents (including summary plan descriptions, insurance documents, or other written documentation) to the contrary, in the event an individual’s coverage under any group insurance policy under the Plan is discontinued during the Furlough Period due to late or non-payment of premiums (whether by a participant, beneficiary, the Employer, the Trust or others) or other reasons relating to the Furlough Period, such individual’s eligibility under the Plan for benefits of the type provided by such insurance coverage shall end no later than the last date of such insurance coverage, except to the extent otherwise required by law.

2. Subject to Paragraph 1 above, (i) the provisions of the attached Furlough Information are, to the extent they relate to benefits under the Plan, hereby incorporated into, and made a part of, the terms of the Plan; and (ii) in the event any provision in the Furlough Information conflicts with any other Plan provision, the provision in the Furlough Information shall control.

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

**IN WITNESS WHEREOF**, UCOR LLC has caused this amendment to be signed by its duly authorized officer this 14 day of October, 2013.

**UCOR LLC**

ATTEST: Dominic J. Sansotta

By: Leo Sain  
Leo Sain

Title: President and General Manager

Date: 10/14/2013