

EAST TENNESSEE TECHNOLOGY PARK SEVERANCE PLAN FOR GRANDFATHERED EMPLOYEES

As Amended and Restated January 1, 2018

Effective January 1, 2018, URS | CH2M Oak Ridge LLC doing business as UCOR ("UCOR") amends and restates this East Tennessee Technology Park Severance Plan for Grandfathered Employees ("Plan").

The restated Plan retains the substantive benefit formulas and provisions of the prior East Tennessee Technology Park Severance Plan for Grandfathered Employees (which was effective August 1, 2011 and as amended as of March 31, 2014), but updated to reflect current administrative practices. The restated Plan supersedes all other arrangements, plans, programs or practices in effect under which UCOR may have provided termination allowances, separation allowances or pay or other severance pay to Grandfathered Employees whose Termination of Employment date occurs prior to August 1, 2011.

The purpose of this Plan is to ease the economic hardship of unemployment for Grandfathered Employees (either salaried or hourly Eligible Employees) (i) who experience an involuntary Termination of Employment for any reason, other than for Cause, or (ii) who voluntarily terminate employment under a UCOR-initiated reduction in force program that expressly provides for Severance Pay under this Plan. Severance provisions for hourly employees will be determined by the applicable collective bargaining unit agreements.

APPLICABILITY

Notwithstanding anything else in this Plan, the benefits provided under this Plan shall only apply to Eligible Employees of UCOR or its first- and second-tier workforce transition subcontractors. For clarification, for periods prior to August 1, 2011, the prior version of this Plan was sponsored by Bechtel Jacobs Company LLC for its Eligible Employees.

ADOPTION BY OTHER EMPLOYERS

Other Department of Energy prime contractors and New Prime Contractors have the option of adopting a version of this Plan by executing an adoption agreement. In the event such a contractor adopts a version of this Plan, all references to "UCOR" (other than historical references) shall instead be deemed amended to refer to the entity who adopts the Plan, and references to the Administrator or Committee shall refer to the administrator of the plan as designated by the adopting entity.

For clarity, UCOR and the Administrator shall not administer severance benefits under this Plan on behalf of other prime contractors and/or New Prime Contractors, even if such entities adopt a version of this Plan.

DEFINITIONS

Administrator means the Committee established pursuant to the terms of this Plan, or the Committee's delegate.

Cause means a Termination of Employment due to poor performance or violation of the policy or rules applicable to Grandfathered Employees or employed in connection with the Contract, provided the reason for Termination of Employment is not Lack of Work or Mental or Physical Condition.

Company Service Credit means an Eligible Employee's years and months of continuous and uninterrupted employment for the period that begins on his or her most recent date of employment by UCOR to perform work pursuant to the Contract and that ends due to the Termination of Employment (including under a voluntary reduction in force). The following special rules apply when determining an Eligible Employee's Company Service Credit:

- If an Eligible Employee is re-employed by UCOR to perform work pursuant to the Contract after having been paid Severance Pay (including Severance Pay under a voluntary reduction in force), Company Service Credit for any subsequent Severance Pay consideration will start from the date of such reemployment.
- For purposes of determining an Eligible Employee's Company Service Credit under this Plan, years and months of service (if any) with Bechtel Jacobs Company LLC, with Lockheed Martin Energy Systems, Inc., with Lockheed Martin Utility Services, and with Lockheed Martin Energy Research will be treated as though they were service with UCOR. In addition, years and months of service (if any) with United States Enrichment Corporation (USEC) will be treated as though they were service with UCOR provided the Eligible Employee is a Grandfathered Employee. Notwithstanding the foregoing, in no case shall crediting of Company Service Credit under this paragraph result in duplication of benefits, and any Severance Pay under this Plan for the same period of service shall be offset by any severance received under the severance plan(s) of any of the foregoing employer.
- Subject to Department of Energy approval, the Administrator may grant additional Company Service Credit in its sole and absolute discretion.
- Hourly employees will have Company Service Credit, if any, determined under applicable collective bargaining agreements that have been ratified by UCOR and/or its first- or second-tier workforce transition subcontractors.

Committee means the UCOR Benefits and Investments Committee, or such other Committee as may from time to time be appointed to administer the Plan, or the delegate of such Committee.

Contract means the U.S. Department of Energy Contract(s) listed in Attachment A, as amended from time to time.

Contractor means UCOR and/or one of the first-tier or second-tier workforce transition subcontractors, within the meaning of the Contracts. As a historical note, prior to August 1, 2011, "Contractor" referred to Bechtel Jacobs Company LLC.

Covered Employment means regular, permanent, full- or part-time employment which is, with respect to:

- UCOR, work performed under the Contract;
- First-tier or second-tier workforce transition subcontractors within the meaning of the Contract, work performed in a Staffing Plan Position;
- a New Prime Contractor, work performed under the New Contract for which the New Prime Contractor is the prime contractor as designated by the U.S. Department of Energy;
- a New Subcontractor, work performed under the New Contract by an employee who is a member of the class of employees with respect to whom the New Subcontractor has properly adopted the East Tennessee Technology Park Pension Plan for Grandfathered Employees; and
- a DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor, work performed by an employee for whom pension assets have been transferred from the East Tennessee Technology Park Pension Plan for Grandfathered Employees to a pension plan sponsored by such DOE-ORO, DOE-PPPO or NNSA Y-12 prime contractor.

DOE-ORO means Department of Energy-Oak Ridge Operations.

DOE-PPPO means Department of Energy-Portsmouth-Paducah Project Office.

Eligible Employee means an individual who is (i) an hourly-paid, common law employee of a Contractor whose employment is governed by the terms of a collective bargaining agreement that has been ratified by UCOR and that provides for benefits under this plan or (ii) a Grandfathered Employee.

Grandfathered Employee has the same meaning as under the East Tennessee Technology Park Pension Plan for Grandfathered Employees, as most recently amended and restated effective January 1, 2015.

New Contract means the contracts listed in Attachment A.

New Prime Contractor means a prime contractor under a New Contract as designated by the U.S. Department of Energy, but only with respect to its Eligible Employees performing work under the New Contract for which it is prime contractor.

New Subcontractor means a first-tier or second-tier workforce transition subcontractor of a New Prime Contractor, but only with respect to its Eligible 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 workforce transition subcontractor must employ at least one Grandfathered Employee who is working under the applicable New Contract for that New Subcontractor on the applicable Transition Date.

Pay means an Eligible Employee's rate of pay as in effect on the last day of the last pay period immediately before the Eligible Employee's Termination of Employment. Pay includes extended hours' pay, if any, but excludes all overtime premium or shift differential.

Severance Pay means the benefits provided under this Plan.

Staffing Plan Position historically meant an eligible regular, permanent, full- or part-time position identified on a first-tier or second-tier workforce transition subcontractor's Staffing Plan, Exhibit "H" "C" Form B Appendix 1, submitted pursuant to the requirements of the Contracts and as approved by UCOR. For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent. For clarification, UCOR has not used Staffing Plan Positions since August of 2012.

Termination of Employment means that an Eligible Employee's name has been removed from the payroll and personnel records for current employees of all Contractors.

Transition Date means with respect to each New Prime Contractor, the effective date, as specified by the U.S. Department of Energy in its New Contract.

ELIGIBILITY

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

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

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

- The Termination of Employment is prior to August 1, 2011.

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

AGREEMENT AND RELEASE

In addition to the requirements in the Eligibility section above, it shall be a condition of eligibility for Severance Pay that the Eligible Employee will have signed an Agreement and Release in the form provided by the Administrator, and such Agreement and Release will have become effective in accordance with its terms. A sample of the release is attached in Attachment B, but the Administrator may substitute a different release in its discretion. The failure or refusal of an Eligible Employee to sign such an Agreement and Release or the revocation of such an Agreement and Release, to the extent permitted by its terms, will disqualify the Eligible Employee from receiving Severance Pay under the Plan.

If an employee files a lawsuit, charge, complaint or other claim asserting any claim or demand within the scope of the Agreement and Release, the Contractor, whether or not such claim is valid, will retain all rights and benefits of the Agreement and Release and in addition, will be entitled to cancel any and all future obligations of the Agreement and Release and recoup the value of all payments and benefits paid under the Plan, together with the Contractor's or Administrator's costs and attorney's fees.

Notwithstanding the forgoing, any agreement and release for hourly-paid Eligible Employees (including whether a release is required in order to receive Severance Pay) will be governed by the terms of a collective bargaining agreement that has been ratified by UCOR and/or its first- and second-tier workforce transition subcontractors.

HOW THE PLAN WORKS

Severance Pay will be paid in a lump-sum as soon as administratively practicable after the seven-day revocation period following the Eligible Employee's Termination of Employment, subject to the Agreement and Release section above, if applicable. In no case will the Severance Pay be paid later than 2½ months after the Eligible Employee's Termination of Employment. To the extent permitted by law, Severance Pay will be reduced by any

amounts owed for the value of unreturned property, expenses (including delinquent benefit premiums, borrowed paid-time-off, etc.), or other reimbursable items.

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

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

Salaried Employees will have Severance Pay, if any, determined as follows:

<u>Company Service Credit</u>	<u>Severance Pay</u>
3 months and under 1 year	Same proportion of ½ month's Pay as completed months of Company Service Credit are of 12 months
1 year and under 3 years	½ month's Pay
3 years and under 5 years	¾ month's Pay
5 years and under 7 years	1 month's Pay
7 years and under 10 years	1 and ½ month's Pay
10 years and under 11 years	2 months' Pay
11 years or more	Same as for 10 years, plus ¼ month's Pay for each additional year of Company Service Credit up to a maximum of 20 weeks.*

*In the event a non-union Grandfathered Employee would have been entitled to more than 20 weeks' Pay had that individual experienced a Termination of Employment on March 31, 2014, that individual will receive the greater of (i) 20 weeks' Pay or (ii) the amount of that individual's Severance Pay as calculated amount as of March 31, 2014.

Severance Pay under the Plan will not exceed the guideline amounts referred to above, unless approved by the Department of Energy under a separate agreement.

If a Contractor determines that a part-time employee is to receive Severance Pay under this Plan, the part-time employee's Severance pay will be a prorated share of full time Severance Pay, as determined by the Contractor. Severance Pay in situations where a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person will require prior Department of Energy approval.

OTHER IMPORTANT INFORMATION

- A. UCOR's Board of Management ("Board") may appoint a Committee to administer the Plan. The Committee will hold office at the pleasure of the Board or its delegate and will be a named fiduciary of the Plan. To the extent that the Board or its delegate does not appoint a Committee, the term Committee shall be deemed to refer to UCOR. The Committee has full discretionary authority to administer and interpret the Plan, including discretionary authority to determine eligibility for participation and for benefits under the Plan, to correct errors, and to construe ambiguous terms. The Committee may delegate its discretionary authority and such duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Committee provides otherwise, such a delegation will carry with

it the full discretionary authority to accomplish the delegation. Determinations by the Committee or the Committee's delegate will be final and conclusive upon all persons.

- B. To the fullest extent permitted by law, benefits under the Plan are not assignable.
- C. No right to a benefit under the Plan will depend (or will be deemed to depend) upon whether an Eligible Employee retires or elects to receive retirements benefits under the terms of any employee pension benefit plan.
- D. Any claim for benefits under this Plan must be made within one calendar year after Termination of Employment, as described under Paragraph E below.
- E. Benefits under the Plan are conditioned upon an Eligible Employee's compliance with any confidentiality agreement entered into with a Contractor and on an Eligible Employee's proper execution of any release and/or waiver requested by a Contractor.

If an individual believes that he or she is entitled to a greater benefit under this Plan, the individual may submit a signed, written application to the Administrator within 90 days of his or her Termination of Employment. The individual will generally be notified of the approval or denial of this application within 90 days of the date that the Administrator receives the application. If the individual's claim is denied, the notification will state specific reasons for the denial and the individual will have 60 days to file a signed, written request for a review of the denial with the Administrator. This request should include the reasons the individual is requesting a review, facts supporting the request and any other relevant comments. Pursuant to its full discretionary authority to administer and interpret the Plan and to determine eligibility for benefits under the terms of the Plan, the Administrator will generally make a final, written determination of an individual's eligibility for benefits within 60 days of receipt of a request for review.

No claim for benefits under this Plan may be made after the time period specified in Paragraph D above. Additionally, no legal or equitable action may be brought concerning a Plan benefit dispute more than one calendar year after the date of a Participant or Beneficiary's final claim denial.

- F. UCOR reserves the right, in its sole and unlimited discretion, to amend, in writing, or to terminate this Plan at any time.
- G. The Contractors will withhold taxes and other payroll deductions from Severance Pay.
- H. This Plan does not provide any individual with any right to continue employment with any employer or Contractor or affect any employer or Contractor's right to terminate the employment of any individual at any time with or without cause.
- I. This Plan is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, to the extent applicable, the laws of the State of Tennessee.
- J. The end of the year for purposes of maintaining the Plan's fiscal records is December 31.
- K. UCOR will indemnify and hold harmless the Board, the members of the Committee, and any employees of UCOR, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising out of an alleged breach in the performance of their fiduciary duties under this Plan and under ERISA, other than such liabilities, claims, costs and expenses as may result from the gross negligence or willful misconduct of such persons. The Agent for service of legal process for this Plan is the Benefits & Investments Committee of UCOR.

(Signature Page Follows)

IN WITNESS WHEREOF, UCOR has caused this Plan to be signed by its duly authorized officer this 7 day of August, 2018.

UCOR LLC

By: Ted A. Myers
Ted A. Myers

Title: Benefits & Investments Committee Chairman

Date: August 7, 2018

**ATTACHMENT A
CONTRACTS**

Effective January 1, 2018, the following are the Contracts to which this Plan applies:

- DOE Contract No. DE-AC05-98OR22700 (“BJC Oak Ridge Contract”)
- DE-AC05-03OR22980 (“BJC Paducah/Portsmouth Contract”)
- DOE Contract No. DE-SC-0004645 (“ETTP Contract”)

New Contract means U.S. Department of Energy Contract Numbers:

- DE-AC30-10CC40020 (LATA Environmental Services of Kentucky, LLC)
- DE-AC24-05OH20178 (Swift & Staley Mechanical Contractors, Inc.)
- DE-AC30-10CC40021 (Swift & Staley Mechanical Contractors, Inc.)
- DE-AC24-05OH20193 (Theta Pro2Serve Management Company, LLC)
- DE-AC30-6EW05001 (Paducah Remediation Services LLC)
- DE-CI0000004 (Wastren-EnergX Mission Support, LLC)
- DE-AC24-05OH20192 (LATA/Parallax Portsmouth, LLC)
- DE-AC30-10CC40017 (Fluor-BWXT Portsmouth LLC)
- DE-EM0003733 (Swift & Staley Inc.)
- DE-EM0001131 (Fluor Federal Services, Inc.)
- DE-EM0004062 (Portsmouth Mission Alliance, LLC) OR
- DE-EM0004895 (Four Rivers Nuclear Partnership, LLC)

The list of contracts in this Attachment A may be amended at any time by the Administrator.

ATTACHMENT B SAMPLE RELEASES

Instructions for Use:

- Attachment B contains two Sample Release forms. Only provide the employee with the appropriate form.
 - Form 1 – To be used for single-participant terminations (i.e. not part of a group termination)
 - Form 2 – To be used for group termination scenarios, such as an involuntary reduction in force. Note that Form 2 contains an appendix which must be included with the release form.
- The release form should not be signed before the employee's last day of employment.
- Generally, the release forms are only applicable to salaried employees. Do not use these forms with hourly employees without first consulting the Committee.
- Legal counsel should be consulted to determine the appropriate decisional units associated with any reduction-in-force or other group termination program.
- **IMPORTANT** – Always contact the Committee to confirm that you are using the current release form.

**ATTACHMENT B FORM 1
SINGLE PARTICIPANT TERMINATION**

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

I, _____, understand that my employment with URS | CH2M Oak Ridge, LLC, doing business as UCOR (the "Company") is being terminated under circumstances that, if I sign and do not revoke this Separation Agreement and Release of Claims (the "Agreement"), will entitle me to receive severance pursuant to the terms of the East Tennessee Technology Park Severance Plan for Grandfathered Employees (the "Plan"). As a condition of receiving severance pursuant to the Plan, I agree as follows:

1. **Separation from Employment.** My employment with the Company terminated effective as of _____ (the "Separation Date").
2. **No Outstanding Wages or Benefits.** I have been paid all outstanding wages through and including the Separation Date, less customary and applicable payroll deductions. I have received all wages, reimbursements, payments, or other benefits to which I am entitled as a result of my employment with the Company.
3. **No Additional Compensation.** Other than the severance provided for in this Agreement, I am not entitled to any additional compensation, bonus, benefits, severance payments, or grants under any benefit plan or bonus or incentive program established by the Company or any of the Company's affiliates. Any vested interest I hold in the 401(k) plan, retirement plan and any other plans sponsored by the Company in which I participate shall be distributed in accordance with the terms of such plan(s) and applicable law.
4. **Health Insurance Continuation Rights.** To the extent that I have any rights to continue my health insurance coverage pursuant to applicable law, I will receive by separate letter information regarding such rights. To the extent that I have such rights, nothing in this Agreement will change or impair those rights.
5. **Severance Payment.** Provided that I sign and do not revoke this Agreement, the Company will pay to me the amount of \$ _____, less applicable withholding and payroll deductions (the "Severance"), in a lump sum no later than fifteen (15) days after I sign this Agreement. Unless I execute and do not revoke this Agreement, I am not otherwise entitled to receive the Severance. For clarification, I understand that if I revoke this Agreement, I will not be entitled to receive the Severance.
6. **Full General Release of Claims and Covenant Not to Sue.** In exchange for the Severance, I hereby UNCONDITIONALLY RELEASE AND DISCHARGE the Company, its successors, subsidiaries, parent companies, assigns, joint ventures, and affiliated companies and their respective agents, legal representatives, shareholders, attorneys, employees, members, managers, officers and directors (collectively, the "Releasees") from ALL CLAIMS, LIABILITIES, DEMANDS AND CAUSES OF ACTION which I may by law release, whether known or unknown, that I may have or claim to have against any Releasee for any reason as of the date I sign this Agreement. This release includes, but is not limited to, any and all claims I might have under federal, state and local employment laws, including without limitation the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the anti-retaliation provisions of the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal

Pay Act, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, and any and all other local, state, and federal law claims, whether arising under statute or common law. Except as expressly set forth below regarding my Protected Rights, I further hereby AGREE NOT TO FILE A LAWSUIT or other legal claim or charge to assert against any of the Releasees any claim released by this Agreement. This is a general release and it is to be broadly construed as a release of all claims, except those that cannot be released by law. By signing this Agreement, I acknowledge that I am doing so knowingly and voluntarily, that I understand that I may be releasing claims I may not know about, and that I am waiving all rights I may have had under any law that is intended to protect me from waiving unknown claims. I also represent and agree that I have not transferred or assigned, to any person or entity, any claim that I am releasing in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit me from filing for or receiving unemployment benefits, in accordance with applicable law.

7. Protected Rights. I understand that nothing contained in this Agreement limits my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). I further understand that this Agreement does not limit my ability to communicate or share information with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies. However, based on my release of claims set forth in this Agreement, I understand that I am releasing all claims and causes of action that I might personally pursue or that might be pursued in my name and, to the extent permitted by applicable law, my right to recover monetary damages or obtain injunctive relief that is personal to me in connection with such claims and causes of action.
8. Acceptance and Revocation. I understand that to receive the Severance, I must execute this Agreement no later than 21 days after the Separation Date. I have been given at least 21 calendar days from the date I received this Agreement to review and consider the Agreement before signing it, although I understand I may accept it at any time prior to the deadline described in the preceding sentence. After I sign this Agreement, I will still have an additional 7 days in which to revoke my acceptance. To revoke, I understand that I must notify _____ in writing delivered via hand delivery or certified mail, return receipt requested, and he or she must receive such written notification before the end of the 7-day revocation period.
9. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the Company and/or the Releasees of wrongdoing or liability or that I have any rights against any of these persons or entities.
10. Re-Employment. I understand that I cannot be reemployed by the Company before the end of the applicable severance period unless I refund a portion of the Severance to the Company. The amount of the required refund is determined by multiplying total Severance by a fraction, the numerator of which is the number of weeks remaining in the severance period and the denominator of which is the total number of weeks in the severance period.
11. Governing Law. The provisions of this Agreement shall be construed according to the laws of Tennessee, without regard to its conflicts of law provisions.
12. Consideration and Consultation. Before executing this Agreement, I obtained enough information to intelligently exercise my own judgment about the terms of the Agreement and whether I should sign it.

Through my receipt of this Agreement, the Company has advised me to consult an attorney about the Agreement prior to executing it if I wish.

13. Entire Agreement. This Agreement contains the entire agreement between the Company and me with respect to the subject matter of this Agreement. This Agreement may be amended only by a written document signed by both an authorized representative of the Company and me.
14. Severability. With the exception of the release contained in Paragraph 6, the provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain fully and validly enforceable. If the general release and covenant not to sue set forth in Paragraph 6 of this Agreement is found to be unenforceable, this Agreement shall be null and void and I will be required to return to the Company all Severance already paid to me.

**PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT
AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN
AND UNKNOWN CLAIMS THROUGH THE DATE OF YOUR SIGNATURE.
YOU ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING BELOW.**

Accepted and agreed this ____ day of _____, 201__:

Signature: _____

Print Name: _____

DATE DELIVERED TO EMPLOYEE: _____

**ATTACHMENT B FORM 2
GROUP TERMINATION
INCLUDING INVOLUNTARY REDUCTION IN FORCE**

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

I, _____, understand that my employment with URS | CH2M Oak Ridge, LLC, doing business as UCOR (the "Company") is being terminated under circumstances that, if I sign and do not revoke this Separation Agreement and Release of Claims (the "Agreement"), will entitle me to receive severance pursuant to the terms of the East Tennessee Technology Park Severance Plan for Grandfathered Employees (the "Plan"). As a condition of receiving severance pursuant to the Plan, I agree as follows:

1. **Separation from Employment.** My employment with the Company terminated effective as of _____ (the "Separation Date").
2. **No Outstanding Wages or Benefits.** I have been paid all outstanding wages through and including the Separation Date, less customary and applicable payroll deductions. I have received all wages, reimbursements, payments, or other benefits to which I am entitled as a result of my employment with the Company.
3. **No Additional Compensation.** Other than the severance provided for in this Agreement, I am not entitled to any additional compensation, bonus, benefits, severance payments, or grants under any benefit plan or bonus or incentive program established by the Company or any of the Company's affiliates. Any vested interest I hold in the 401(k) plan, retirement plan and any other plans sponsored by the Company in which I participate shall be distributed in accordance with the terms of such plan(s) and applicable law.
4. **Health Insurance Continuation Rights.** To the extent that I have any rights to continue my health insurance coverage pursuant to applicable law, I will receive by separate letter information regarding such rights. To the extent that I have such rights, nothing in this Agreement will change or impair those rights.
5. **Severance Payment.** Provided that I sign and do not revoke this Agreement, the Company will pay to me the amount of \$_____, less applicable withholding and payroll deductions (the "Severance"), in a lump sum no later than fifteen (15) days after I sign this Agreement. Unless I execute and do not revoke this Agreement, I am not otherwise entitled to receive the Severance. For clarification, I understand that if I revoke this Agreement, I will not be entitled to receive the Severance.
6. **Full General Release of Claims and Covenant Not to Sue.** In exchange for the Severance, I hereby UNCONDITIONALLY RELEASE AND DISCHARGE the Company, its successors, subsidiaries, parent companies, assigns, joint ventures, and affiliated companies and their respective agents, legal representatives, shareholders, attorneys, employees, members, managers, officers and directors (collectively, the "Releasees") from ALL CLAIMS, LIABILITIES, DEMANDS AND CAUSES OF ACTION which I may by law release, whether known or unknown, that I may have or claim to have against any Releasee for any reason as of the date I sign this Agreement. This release includes, but is not limited to, any and all claims I might have under federal, state and local employment laws, including without limitation the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the anti-retaliation provisions of the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Equal Pay Act, the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification

Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, and any and all other local, state, and federal law claims, whether arising under statute or common law. Except as expressly set forth below regarding my Protected Rights, I further hereby AGREE NOT TO FILE A LAWSUIT or other legal claim or charge to assert against any of the Releasees any claim released by this Agreement. This is a general release and it is to be broadly construed as a release of all claims, except those that cannot be released by law. By signing this Agreement, I acknowledge that I am doing so knowingly and voluntarily, that I understand that I may be releasing claims I may not know about, and that I am waiving all rights I may have had under any law that is intended to protect me from waiving unknown claims. I also represent and agree that I have not transferred or assigned, to any person or entity, any claim that I am releasing in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit me from filing for or receiving unemployment benefits, in accordance with applicable law.

7. Protected Rights. I understand that nothing contained in this Agreement limits my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("Government Agencies"). I further understand that this Agreement does not limit my ability to communicate or share information with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies. However, based on my release of claims set forth in this Agreement, I understand that I am releasing all claims and causes of action that I might personally pursue or that might be pursued in my name and, to the extent permitted by applicable law, my right to recover monetary damages or obtain injunctive relief that is personal to me in connection with such claims and causes of action.
8. Acceptance and Revocation. I understand that to receive the Severance, I must execute this Agreement no later than 45 days after the Separation Date. I have been given at least 45 calendar days from the date I received this Agreement to review and consider the Agreement before signing it, although I understand I may accept it at any time prior to the deadline described in the preceding sentence. After I sign this Agreement, I will still have an additional 7 days in which to revoke my acceptance. To revoke, I understand that I must notify _____ in writing delivered via hand delivery or certified mail, return receipt requested, and he or she must receive such written notification before the end of the 7-day revocation period.
9. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the Company and/or the Releasees of wrongdoing or liability or that I have any rights against any of these persons or entities.
10. Re-Employment. I understand that I cannot be reemployed by the Company before the end of the applicable severance period unless I refund a portion of the Severance to the Company. The amount of the required refund is determined by multiplying total Severance by a fraction, the numerator of which is the number of weeks remaining in the severance period and the denominator of which is the total number of weeks in the severance period.
11. Governing Law. The provisions of this Agreement shall be construed according to the laws of Tennessee, without regard to its conflicts of law provisions.
12. Consideration and Consultation. Before executing this Agreement, I obtained enough information to intelligently exercise my own judgment about the terms of the Agreement and whether I should sign it. Through my receipt of this Agreement, the Company has advised me to consult an attorney about the Agreement prior to executing it if I wish.

13. Entire Agreement. This Agreement contains the entire agreement between the Company and me with respect to the subject matter of this Agreement. This Agreement may be amended only by a written document signed by both an authorized representative of the Company and me.
14. Severability. With the exception of the release contained in Paragraph 6, the provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain fully and validly enforceable. If the general release and covenant not to sue set forth in Paragraph 6 of this Agreement is found to be unenforceable, this Agreement shall be null and void and I will be required to return to the Company all Severance already paid to me.
15. Required Disclosure. I acknowledge that my employment with the Company is ending in connection with an exit incentive or other employment termination program offered to a group or class of employees, and that I have been provided with a notice (Exhibit A to this Agreement), as required by the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), that contains (a) any class, unit, or group of individuals covered by the termination program, any eligibility factors for such program, and any time limits applicable to such program; (b) the job titles and ages of all individuals in such class, unit, or group selected for the termination program; and (c) the ages of all individuals in the class, unit, or group who were not selected for the termination program.

**PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT
AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN
AND UNKNOWN CLAIMS THROUGH THE DATE OF YOUR SIGNATURE.
YOU ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING BELOW.**

Accepted and agreed this ____ day of _____, 20__:

Signature: _____

Print Name: _____

DATE DELIVERED TO EMPLOYEE: _____

EXHIBIT A
TO ATTACHMENT B FORM 2

This notice applies to the [description of termination program] being conducted by URS | CH2M Oak Ridge, LLC, doing business as UCOR (the "Company") and the severance payments being offered in connection therewith (the "Termination and Severance Program"). For purposes of the Termination and Severance Program, you were considered to be a part of the decisional unit consisting of _____ (the "Decisional Unit"). To be eligible for the Severance described in the attached Agreement, you must execute the Agreement within [forty-five (45)] days after you receive it, and not revoke the Agreement during the seven (7) day revocation period following execution of the Agreement. The Severance offered in the Agreement in connection with the Termination and Severance Program is, therefore, contingent upon a signed and unrevoked Agreement, which includes a general release, from you.

The following is a list of the ages and job titles of persons in the Decisional Unit who were selected for termination in connection with the Termination and Severance Program:

Job Title	Age

The following is a list of the ages of the Decisional Unit¹ who were not selected for termination in connection with the Termination and Severance Program: ____.

¹ Legal counsel should be consulted to determine the appropriate decisional units associated with any reduction-in-force or other group termination program.