SUMMARY OF MATERIAL MODIFICATIONS

The Savannah River Nuclear Solutions, LLC Defined Contribution Plan (the "Plan") has been amended to make certain changes, effective January 1, 2019. This Summary of Material Modifications (SMM) is a supplement to the Summary Plan Description (SPD) for the Plan and modifies some of the information found in the SPD. Specifically, the Plan has been amended to make changes to the provisions allowing withdrawals from your Plan accounts while you are still employed, and administrative changes have been made related to distributions upon retirement, to streamline the process and add some additional flexibility for participants.

Click here to view the SMM, or go to the last five (5) pages of this document.

Savannah River Nuclear Solutions, LLC

Savings and Investment Plan

Summary Plan Description

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC DEFINED CONTRIBUTION PLAN

EFFECTIVE JANUARY 1, 2018

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
SAVANNAH RIVER REMEDIATION LLC

Summary Plan Description

Savings and Investment Plan

Plan as of January 1, 2013, with subsequent amendments through August 2017

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When you work at saving for retirement, your employer will work with you by making certain matching contributions.

The Savannah River Nuclear Solutions, LLC, Defined Contribution Plan (also referred to as "The Plan," Savings & Investment Plan or SIP) is a retirement plan qualified by the Internal Revenue Service (IRS) which provides benefits to eligible employees, retirees, and survivors of Savannah River Nuclear Solutions, LLC (SRNS) and Savannah River Remediation LLC (SRR). (SRNS and SRR are referred to together as the "Employer" or "Company" in this Summary Plan Description.)

The Participants are eligible to receive certain tax-advantaged benefits in the Plan dependent upon the date they joined the Plan, their total length of credited service in the Plan, their age, their status as a full service employee, their pay, their marital status, and the sponsoring employer for which they have performed eligible service.

The Plan provides a convenient and tax-effective way for you to build financial resources for your future by saving today. When you work at saving for retirement, your employer will work with you by making certain matching contributions and adding them to your account each pay period. In addition, for certain employees, your employer makes a separate Qualified Non-Elective Contribution to your account each pay period. This SPD provides an overview of how these benefits work for you.

This SPD describes the Plan as of August 1, 2008, with subsequent amendments through August 1, 2017. Please read this summary carefully. Its purpose is to explain how the Plan works, how you qualify for and ultimately receive Plan benefits, what benefits are available to you, and what your rights are as a Plan participant. The Employer, however, reserves the right to amend or terminate the Plan, at any time.

The Plan's Record Keeper is Transamerica Retirement Solutions, LLC. You should contact them with general questions about the Plan and specific questions about your account.

Questions?

SRNS Service Center

Serves both SRNS and SRR for the Plan

Telephone (803) 725-7772
or (800) 368-7333

Email Service-Center@srs.gov

Mail SRNS Service Center
Building 730-1B
Aiken, SC 29808

Plan Service Center and SIP Record Keeper

Transamerica Retirement Solutions, LLC

Telephone (866) 288-3257

Web sipsrs.trsretire.com

Hours of Operation
Monday–Friday,
8 a.m. to 9 p.m.
Eastern Standard Time

Participating in the Plan

Program-A *(incumbent)*

Full Service Employees employed by SRNS or SRR who are active participants in SRNS Multiple Employer Pension Plan (MEPP)

Program-B *(non-incumbent)*

Full Service Employees employed by SRNS or SRR who are not active participants in SRNS Multiple Employer Pension Plan (MEPP)

Limited Service Employees employed by SRNS or SRR who complete 1,000 hours in a 12 month computational period.

Eligibility

All employee categories of SRNS and SRR are eligible to participate in the Plan except the following. You are not eligible to participate in this Plan if you:

- are classified by the Employer as an independent contractor (regardless of whether that classification is controlling for federal employment tax purposes or under any other applicable federal, state, or local law, and regardless of whether you are classified differently by a court or any federal, state, or local agency),
- perform services under an agreement between the Employer and a leasing organization,
- are a union employee of the Employer whose retirement benefits were the subject of good faith bargaining, and the collective bargaining agreement does not provide for you to participate in this Plan,
- Limited Service Employees (LSEs) who work less than 1000 hours in their computational period,
- are an employee of an Affiliated Employer or
- are a high school/post-secondary student participating in the work-to-school program.

All employees who are not in an excluded category as set forth here are eligible to participate in the Plan and will be enrolled in Program A or Program B of the Plan in accordance with the eligibility criteria outlined in the chart below.

Plan benefits at a glance

Plan Component	Program-A	Program-B
When Eligible to Defer Own Monies	Immediately	
Type of Employee Contributions	Before-Tax, Traditional After-Tax, Roth After-Tax, Catch-up Contributions, Roth Catch-Up Contributions	
How Much You Can Contribute	1% to 75% (subject to IRS maximums)	
Automatic Enrollment	N/A	8% Automatic Enrollment for employees hired on or after August 1, 2017. (Employees may change election.)
Company Match Contribution	$.50 for every $1 up to 6% of Pay per pay period when contributing%	$.50 for every $1 up to 8% of Pay per pay period when contributing
Company Match Waiting Period	Eligible immediately	
Company Match Vesting	Company Match Contributions are vested after three years of Credited Service (Previous eligibility for the Plan applies)	
Fund Investments	Investments can be made in one or any combination of the funds available	
Loans and/or Withdrawals	You are able to take a loan or early withdrawal in certain instances. A fee applies for loans.	
Non-Elective Company Contribution (QNEC)	N/A	5% Qualified Non-Elective Company Contribution beginning on date of hire with immediate vesting, not eligible for in-service withdrawals or loans

Enrollment

Upon your employment by the Employer in an eligible employment category and your meeting the Plan participation criteria, you may elect to participate in the Plan and begin making contributions through regular payroll deductions. You will enroll through the Plan Service Center.

While participation in the Plan is voluntary, employees hired (or rehired) on or after August 1, 2017 will be automatically enrolled in the Plan at an employee contribution rate determined by the Benefits Committee, presently 8%. Employees have the option of increasing or decreasing this amount or opting out of the automatic enrollment process.

Please note that employees may use their work computer to access the Plan Web Site. During work hours, employees are expected to limit their time to a reasonable duration. This approval is not authorization to connect to other financial or investment web sites (with the exception of the Financial Engines services available through the Plan website.)

Enrollment Process

Completing the Enrollment Process is the first step in Plan participation. The process provides the Plan information for setting up your Plan account:

- **Participant's savings rate:** This is the percentage of your eligible pay you contribute to your account from your paycheck. The Plan allows from 1% to 75% (subject to IRS maximums.) If you are hired on or after August 1, 2017, you will be automatically enrolled in the Plan at an employee contribution rate determined by the Benefits Committee, presently 8%, unless you elect otherwise, as described below in "Automatic Enrollment."
- **The mix of participant's contributions:** You choose if you want to take this money from your paycheck before-tax, Roth after-tax (k), traditional after-tax, or on a combined basis.
- **Investment choices:** you choose the funds and percent allocated per fund
- Participants may elect to have ALL contributions follow the same election (your investment choices can be in 1% increments, but must total 100%) or participants may choose different investments for before-tax contributions, traditional after-tax contributions, Roth After-tax contributions, Before-tax or Roth After-tax Company Match contributions, and for Program B participants, the automatic Non-Elective Company contributions.

Completion of the enrollment process authorizes the Employer to deduct contributions from your eligible pay each payroll period.

Plan Service Center

Transamerica Retirement Solutions, LLC

The Record Keeper has a service center to initiate transactions and answer questions about your account. The Record Keeper also has a website where you can perform transactions, check information about your account, change your password, and get general information about investing. The site will provide instructions to guide you through the available transactions and other features.

Website
sipsrs.trsretire.com

Telephone
(866) 288-3257

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Automatic Enrollment

On and after August 1, 2017, if you are a Program B participant and do nothing, on or around 30 days from your first day of work, you will be automatically enrolled in the SIP's before-tax contribution feature at a rate of 8% of your plan compensation. Also, your contribution level will increase by 1% each year until your contribution percentage reaches 15% of your plan compensation.

If you were automatically enrolled in the Plan prior to August 1, 2017, you were automatically enrolled at rate of 4% of your plan compensation without the 1% annual increase.

If you are automatically enrolled in the Plan, your contributions will be deemed to be pre-tax 401(k) contributions. If you do not wish to make before-tax contributions, if you do not wish to have your contributions level increased each year, if you wish to make before-tax contributions but at a different percentage of plan compensation, or if you wish to make after-tax Roth 401(k) contributions, you must visit sipsrs.trsretire.com or call 1-866-288-3257 (toll-free).

If you choose to be enrolled in the SIP, either at the automatic enrollment rate your employer has chosen for you or at a different rate that you choose, the amount you defer will be contributed by your employer to the SIP as an elective deferral on your behalf or as you otherwise elect effective as soon as administratively possible following each pay period.

You will be eligible to participate in the SIP immediately on your first day of work as an eligible employee.

If you want to contribute more to your account than would be provided automatically, there are limits to the maximum amount. You may elect to contribute up to 75% of your plan compensation subject to IRS limits. Other limits are described in the "Limits on Your Savings" section of the SIP's SPD. You may not contribute more than the dollar limit announced by the IRS ($18,500 in 2018) even if that is less than 75% of your plan compensation. If you are age 50 or older, you may contribute an additional amount as "catch-up" contributions ($6,000 in 2018).

Vesting

Vesting means you own the money in your accounts. You are always 100% vested in your own contributions and the earnings on your contributions. Program-B participants are also immediately vested in their automatic Non-Elective Company Contributions (QNEC). You become 100% vested in Company Match contributions, and the earnings on those contributions, after you've completed three years of Credited Service. For example, if you were hired as a Full-Service Employee on 08/01/2014 you became 100% vested in Company Match Contributions on 08/01/2017 If you left the Employer before you've completed three years of Credited Service, you would have forfeited the non-vested Company Match Contributions and any associated earnings. If you were previously vested in the Plan and rehired, you are immediately vested upon your rehire.

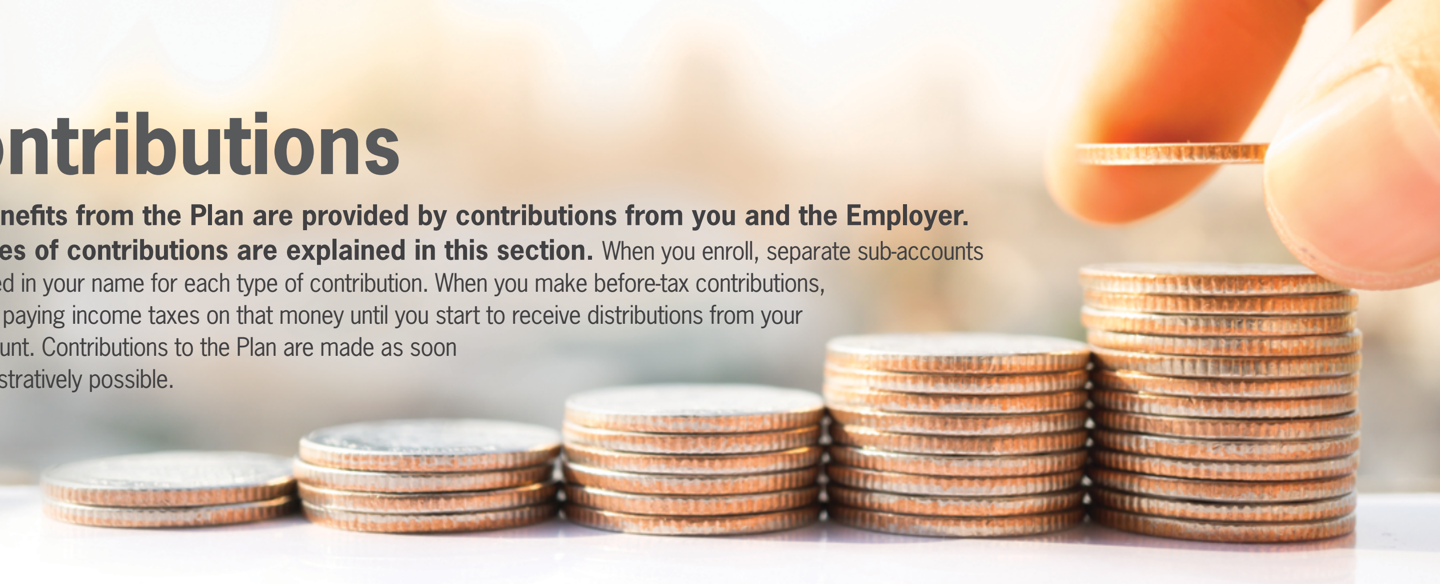
Naming a Beneficiary

When you enroll in the Plan, you'll also be asked to designate a beneficiary on-line to receive the balance of your account in the event of your death. Your beneficiary (you may name more than one), may be anyone including your spouse, your children, your grandchildren, or a trust, but it is your responsibility to ensure that your beneficiary designation complies with applicable law. If you are married, it is important to note that federal law protects your spouse's interests by requiring that your spouse be designated as the sole primary beneficiary. In order to name someone else as your primary beneficiary(ies), your spouse must consent in writing by signing the waiver included on the Beneficiary Form and be witnessed by a notary public. In the case of a divorce, some employees may be subject to a Qualified Domestic Relations Order, where the court places restrictions on the employee's benefit.

It is the employee's responsibility to determine that the beneficiary designation is in compliance with applicable law. If, as of the date of the employee's death, there is no designation on file or the designation on file is invalid under applicable law, the employee will be treated as not having a designated beneficiary and the Plan account will be paid to the employee's surviving spouse (if married) or to the employee's estate (if not married).

You may change your beneficiary at any time, by designating a new beneficiary on-line and submitting any spousal approvals directly to the Record Keeper.

Contributions



Your benefits from the Plan are provided by contributions from you and the Employer. The types of contributions are explained in this section. When you enroll, separate sub-accounts are opened in your name for each type of contribution. When you make before-tax contributions, you defer paying income taxes on that money until you start to receive distributions from your Plan account. Contributions to the Plan are made as soon as administratively possible.

Before-Tax Contributions

Before-tax contributions are deducted from your eligible pay and go directly into the Plan before federal and most state and local income taxes are calculated. In effect, these contributions will reduce the amount of your eligible pay subject to current federal and most state and local income taxes. As a result, you pay lower taxes — which means it costs you less to save. Keep in mind, before-tax contributions are still subject to Social Security (FICA) taxes.

As long as your before-tax contributions stay in the Plan, they will not be taxed. However, when you withdraw your before-tax contributions and their investment earnings from the Plan, these before-tax monies will be subject to taxes (unless you are able to directly roll them over to an IRA or other employer qualified plan). See those sections later in this SPD.

Roth After-Tax Contributions

Your Roth after-tax contributions are deducted from your paycheck after federal and most state and local income taxes are calculated each pay period. This means you pay taxes on Roth after-tax contributions at the time they are deducted from your paycheck, so you do not owe federal income tax on these contributions at the time they are distributed to you from the Plan. You pay Social Security (FICA) taxes on Roth after-tax contributions at the time they are deducted from your paychecks.

In addition, the earnings on Roth after-tax contributions will not be taxable if a distribution is made at least five taxable years after you first make Roth after-tax contributions to the Plan, and if that distribution occurs after your attainment of age 59½, death, or permanent and total disability. Any investment earnings on Roth after-tax contributions are taxable if a distribution of your Roth after-tax contributions is taken before these requirements are met.

The IRS limits how much you can contribute each year. For 2018, the limit on your combined before-tax contributions and Roth after-tax contributions is $18,500. (However, if you are age 50 or older by the end of the calendar year, you are able to make additional Catch-up Contributions, as described later in this section.)

Traditional After-Tax Contributions

Traditional after-tax contributions are deducted from your eligible pay after federal, state and local income taxes have been withheld. You pay Social Security (FICA) taxes on traditional after-tax contributions at the time they are deducted from your paychecks. The earnings on your traditional after-tax contributions, however, are tax-deferred (are not taxed) while they remain in the Plan. When you receive your traditional after-tax contributions, you will only pay taxes on the earnings and not on the amount of your traditional after-tax contributions.

Company Match Contributions

The Company Match contribution is provided to assist in saving money for your retirement. Your Employer matches 50¢ on every $1 you save in the Plan, either up to 6% of your eligible pay each pay period for Program-A participants or up to 8% of your eligible pay each pay period for Program-B participants. The match is money deposited to your account, by your Employer, in addition to your own contributions. The match is made whether you save on a before-tax or an after-tax basis. If you save both ways, the match is applied first to your before-tax contributions, then to your after-tax contributions. Company Match contributions and their investment earnings are tax-deferred until you withdraw them from the Plan. You become vested in those contributions (meaning you own them) after you've completed 3 years of Credited Service. Previous service or eligibility to participate in the Plan applies towards the Plan's Credited Service and vesting requirements.

Before Tax and Roth After-Tax Catch-Up Contributions

Catch-up contributions that allow people age 50 or older by the end of the calendar year to make additional contributions to the Plan. The catch-up Contribution provision was created by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) so that older individuals would be able to set aside enough savings for retirement.

You may elect to make catch-up contributions as before-tax contributions, Roth after-tax contributions, or a combination of both.

The maximum catch-up contribution amount a Participant can contribute is subject to change each year. For 2018, the limit is $6,000. Refer to sipsrs.trsretire.com for current year limits.

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Before-tax versus after-tax savings

Regardless of how you decide to save, the earnings on your savings are not taxed while they are still in the Plan.

However, there are major differences between saving on a before-tax basis and saving on an after-tax basis.

The following examples highlight the differences.

Before-Tax Advantage: An Example

You earn $85,000 annually and elect to save at a 6% contribution rate throughout the year ($5,100 a year). You are married, file jointly, and claim four exemptions. You do not itemize deductions on your federal income tax return and your Company pay is your only source of income. Looking only at federal income taxes to keep things simple, the calculations below illustrate the advantage of before-tax savings.

	Take-home pay if you save 6% on a Before-Tax basis	Take-home pay if you save 6% on a After-Tax basis
Gross Pay	$85,000	$85,000
6% Before Tax Contribution	– 5,100	0
Taxable Pay	$79,900	$85,000
Federal Income Taxes	– 15,980	– 17,000
6% After Tax Contribution	0	5,100
Take-Home Pay	$63,920	$62,900
Difference in Take-Home Pay *(before other deductions such as FICA, Medical, etc.)*	**+ $1,020**	

As you can see, whether you save on a before-tax basis or an after-tax basis, the amount you save is the same ($5,100). However, choosing before-tax savings gives you an immediate tax advantage, resulting in greater take-home pay — $1,020 in this example. This does not include additional tax advantages on any applicable state income taxes.

With the advantage of before-tax savings, you can save at a discount. In the example, $5,100 goes into your account. But your take-home pay (due to the SIP savings) is only reduced by $4,080 ($5,100–$1,020 tax savings).

After-Tax Advantage

There are also advantages to after-tax savings. First, any earnings on your after-tax contributions accumulate in the Plan on a tax-deferred basis. Second, depending on your situation, you may want to have some money available to you at retirement that has already been taxed. By contributing to the Plan on an after-tax basis, you ensure that some of your distribution is tax-free.

An Example: The Company Match... Another Advantage of Saving

Program-A participants In the previous example, you were saving 6% throughout the year of your $85,000 annual pay — or $5,100 a year. Here's what actually goes into your account:

$5,100.00	($85,000 x 6%)
x .50	Company Match at 50 cents for every dollar contributed)
$2,550	

$5,100 = Your 6% contribution

$2,550 = Company Match

$7,650 = Total to your account

By contributing $5,100 to the Plan during the year, you can "save" a total of $7,650 (as adjusted for any investment earnings or losses), with the $2,550 matching portion becoming vested after 3 years of service. That's a savings advantage.

Program-B participants If you are a Program-B participant, you receive a company match on up to 8% of your contributions. This example shows what would actually go into your account, if you contribute 8% of your eligible pay to the Plan to maximize the company match.

$6,800.00	($85,000 x 8%)
x .50	Company Match at 50 cents for every dollar contributed)
$3,400	

$6,800 = Your 8% contribution

$3,400 = Company Match

$10,200 = Total to your account

By contributing $6,800 to the Plan during the year, you can "save" a total of $10,200 (as adjusted for any investment earnings or losses).

Want a comparison?

Log on to sipsrs.trsretire.com and click on your Plan Details, then click on the Resource Center Tab and Calculators for a calculator that can help you determine whether before-tax 401(k) or after tax Roth 401(k) contributions are more appropriate for you.

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Qualified Automatic Non-Elective Company Contributions (QNEC)

for Program-B Participants Only (Effective August 1, 2008)

The Qualified Automatic Non-Elective Company contribution is provided as an additional incentive for Program-B Participants, in lieu of a defined pension benefit that is provided to Program-A participants.

After you meet the participation criteria for Program-B, you will receive an automatic 5% Non-Elective Company contribution each pay period. The 5% is based on your eligible pay per pay period. This is money deposited into your Plan account by the Employer, in addition to your contributions and in addition to the Employer Match contributions.

Qualified Automatic Non-Elective Company contributions and any investment earnings are tax-deferred until withdrawn from the Plan. These contributions begin upon your date of hire and are vested (you own them) immediately. You can elect the investment fund(s) for this money. If you do not make an investment election, the default investment fund is the Vanguard Target Retirement fund which most closely matches your anticipated retirement date (based on a retirement age of 65.) However, prior default investment fund elections continue until you change them.

Limits on your savings

When you join, you decide how much you'd like to save in the Plan. You may contribute from 1% to 75% of your monthly pay into the Plan. There are certain limitations required by federal law that affect the amount you can save. These limitations are listed here and explored in greater detail in this section. Note that these limits are indexed annually by IRS. You can check current year limits by going to sipsrs.trsretire.com.

401(k) Plan Limits for 2018

- **$18,500** SIP Employee Elective Contribution Limit (Pre-Tax)
- **$6,000** Catch-up Contribution (for Employees Age 50+ in the Plan Year)
- **$55,000** Annual Employee Defined Contribution Limit
- **$275,000** Annual Eligible Compensation Limit

Amounts subject to change

Annual Limit on Before-Tax Contributions for 401(k) Elective Contributions

Federal law limits the amount you can contribute on a Before-Tax basis. This yearly maximum amount may be adjusted for inflation by the Internal Revenue Service (IRS). For 2018 the Before-Tax contribution limit is $18,500. If your before-tax contributions reach the limit, your contributions in excess of the limit will be either:

- Invested in your After-Tax Contribution account, or
- Returned to you in your paycheck.

What happens in this situation depends on the choice you make when you enroll or change your contribution rate. The Enrollment Process contains a section that enables you to make this election. By default, if you fail to make an election, any excess contributions will be returned to you in your paycheck. Remember, if you reach your Before-Tax limit before the end of a year and you have no After-Tax contributions, you will not receive any Company Match Contributions for those pay periods where you made no contributions.

Catch-Up Contribution Limit

Beginning the year in which you turn 50, you are eligible to contribute to a Catch-up Contribution account on a Before-Tax or Roth After-Tax basis. For 2018, this amount is $6000 which is subject to periodic adjustment for inflation by the IRS. Catch-up Contributions can only be made if a Participant reaches the IRS limit on contributions to a qualified deferred contribution plan, like the SIP Plan. If you qualify, you can contribute a total of $24500 in before-tax contributions to your Plan account in 2018 ($18,500 in regular before-tax contributions and $6000 in Catch-up Contributions). The Catch-up Contributions are not matched by the Employer.

Annual Employee Defined Contribution Limit

The annual contribution additions to your Plan account (including your Before-Tax and After-Tax Contributions, Company Match, and Non-Elective Company Contributions) cannot exceed $55,000 for 2018 (adjusted periodically for cost-of-living increases).

Annual Eligible Compensation Limit

The maximum amount of compensation that a qualified plan may take into account for contribution and benefit purposes is currently set at $275,000 for 2018 and is subject to periodic adjustment by the IRS.

You can change your future contribution amount,
switch between Before-Tax and After-Tax future savings,
or suspend your future contributions
by contacting the Plan Service Center.

sipsrs.trsretire.com **(866) 288-3257**

Highly Compensated Employee Limit

Federal law also requires the Plan to pass tests to assure a fair mixture of contributions from Plan participants at all earnings levels. This non-discrimination testing is done on an annual basis and applies to before-tax contributions, traditional after-tax contributions, Roth after-tax contributions, the Company Match, and the Employer Non-Elective Contribution. To meet these requirements, savings rates of certain Highly Compensated Employees (HCEs) (generally those employees making $120,000 or more) may be reduced. This compensation limit may be adjusted annually by the IRS. As a result, limits on savings rates may be set for Participants whose gross earnings (in the previous year) exceed the annual federal compensation limit. For example, if a Participant's compensation is $120,000 or more in 2018, then the Participant will be considered a Highly Compensated Employee in 2018 for non-discrimination testing purposes. If you are a Highly Compensated employee whose contributions must be reduced because of this non-discrimination testing, the Record Keeper will move your excess contributions to the opposite account (before-tax account or after-tax account) or your Catch-up account to the extent possible. It may be necessary, however, to return some or all of your contributions to you through a refund from the Plan trustee.

Starting, Changing or Stopping Your Contributions

You may start, change or stop the amount you are contributing to your account daily and designate the change(s) to the before-tax and/or after-tax elections of your contributions. However, the last change made prior to the posting of contributions to your account will apply. You may stop contributing to the Plan by changing your contribution rate to zero.

The Plan offers the Auto Increase service, which lets you schedule automatic annual increases to your contribution rate by an amount you choose. You can sign up, make changes, or cancel online.

For monthly paid employees, in general, if you input a change by the second Sunday of the month, the change will be effective for the current month's payroll. For weekly paid employees in general, if completed by Sunday, the change will be reflected real time.

Participants may also increase their contribution percentage systematically on a scheduled annual basis, through an Automatic Escalation process. This voluntary process allows participants to elect a contribution rate increase percentage up to their elected goal contribution percentage. If elected, the requested escalations will occur on an annual basis.

Rollover Contributions

Terminated or retired employees can roll over a portion or all of their Plan account balance into a qualified Plan at an eligible receiving institution. As some restrictions may apply, check with the Plan Service Center and the receiving institution.

If you have a 401(k) account from a previous employer, you may request that the qualified funds in that account be transferred to your SRNS Plan. The Plan will accept "direct rollovers" of before and after tax accounts from another employer's eligible retirement plan, 403(b) plans, governmental 457 plans, traditional IRAs, conduit IRAs, and retirement annuities. Note that you will need to provide information to both your former employer and the Plan Service Center in order to complete the rollover transaction.

After you contact the Plan Service Center to request a rollover, you will be sent a rollover package with instructions on what is needed to complete a rollover. You must also choose how your rollover should be invested in the Plan by completing a Rollover Contribution Form.

The rollover funds will be kept in a separate rollover sub-account. Since the pre-tax rollover amount and any earnings are taxable, it will be subject to ordinary income taxes and a possible 10% penalty tax when you withdraw it from your Plan account.

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Your investment options

Financial Engines

On-line Advice

To actively manage your account, on-line advice and financial modeling tools are available. With this on-line service, you can fine-tune your investment strategy based on your financial model. You can view a retirement income forecast, explore different savings and investment scenarios, and register for e-mail Progress Reports and Advice Alerts. There is no charge for this service.

Professional Investment Management Advice

Financial Engines also offers a separate service for Participants who want to have access to a professional investment advisor. The professional advisor can discuss your retirement objectives and work with you on an individual basis to best structure your investments to meet your goals. You choose whether to enroll in this service. There is a participant fee.

The Plan is intended to be a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404(c)-1. It is intended that the Plan's fiduciaries will be relieved of liability for any loss occurring as the direct and necessary result of your investment instructions.

You, as the Participant, have control over your account and have responsibility for the consequences of your investment decisions. As a Plan Participant, you have a choice of several funds in which to invest your Before-Tax Contributions, your After-Tax Contributions, Roth 401(k) Contributions, your Company Match Contributions, and, if applicable, your automatic Qualified Non-Elective Company contributions (QNEC).

What you will ultimately earn from the Plan depends upon the performance of the Plan's funds. While the Employer believes that the invested assets will appreciate in value over time, there are no guarantees in this regard.

The Funds

Saving is the first step toward building your retirement nest egg. However, to make your money last a lifetime, you need to do more than just save. You need to invest appropriately with the objective of having your money grow to meet your retirement income goals. Because each individual's retirement goals and tolerance for investment risk differ, the Plan offers a line-up of investment funds. A Fund Prospectus is provided on-line for each fund on the Plan Web Site. Some funds may have redemption fees, purchase blocks, or revenue sharing. Please read each one carefully before investing.

The Plan offers a variety of fund selections, diversified between capital preservation, income, value, blend, and growth. Each has a varying degree of risk. In addition, a group of target date retirement funds is also available. These funds combine an array of investments, with varying levels of risk into one fund selection, based on your anticipated year of retirement.

Upon request to the Plan Administrator, you may receive additional information including the following, which will be based on the latest information available:

- A description of the annual operating expenses of each of the investment funds or investment choices offered under the Plan (e.g., investment management fees, trustees fees, administrative fees and transaction costs) which are charged to your account as a percentage of average net assets.
- Copies of any prospectuses, financial statements and reports or other materials relating to the investment alternatives available under the Plan to the extent provided to the Savings and Pension Administrative Committee.
- A list of the assets comprised in the portfolio of each investment alternative, the value of each asset or the percentage of the investment alternative which it represents. For an asset which is a fixed rate investment contract, the name of the bank or insurance company issuing the contract, the term of the contract and the rate of return under the contract.
- Current information about the value of the shares or units in designated investment alternatives offered under the Plan together with current investment performance information determined net of expenses.
- Information on the value of shares or units in designated investment alternatives held in your account.

Making Your Initial Investment Choices

When you enroll in the Plan, you choose investment elections for your Plan accounts. For each election, you may choose to invest in just one fund, or in any combination of two or more funds — in multiples of 1%. Your total investment allocation for each account — Before-Tax, After-Tax, Roth 401(k), Company Match, Non-Elective Company Contribution (QNEC) (if applicable), and Rollover (if applicable) — must equal 100%.

Unless you elect otherwise, Plan contributions will default into the Vanguard Target Retirement Fund which most closely matches your anticipated retirement date (based on a retirement age of 65), if you have not identified a specific investment fund or combination of funds. However, prior default investment fund elections continue until you change them.

Statement of Your Accounts

You will receive quarterly statements summarizing the activity in your accounts unless you opt out of the mailed statements preferring to receive your information on-line. For each account, your statement will show:

- Your account balance at the beginning and at the end of the period,
- Contributions to your account during the period,
- Loans or withdrawals from your account during the period,
- Net investment reallocations during the period,
- Interest, dividends or changes in the value of your investments during the period, and
- Your vested account balances.

This information, along with the prospectuses and performance information which can be requested for each fund from the Plan Service Center can help you decide whether your investment choices are meeting your personal financial goals.

Changing Your Investments

You have the flexibility to change the investment mix of both your current account and your future contributions. However, excessive trading is prohibited, and may carry a trading restriction penalty. Investment trading is monitored and you will be notified if it is determined that you are excessively trading in any security. Generally, systematic rebalances, fund mergers, contributions, loan repayments and dividend reinvestments are excluded from this transaction limit. Excessive trading places extra stresses on the fund's liquidity, possibly negatively affecting the fund's costs and rate of return for all participants.

You are responsible for reviewing the periodic Plan account statements you receive to make sure your investment directions, including any changes that you have elected to make, have been correctly implemented. If you notice an error, please contact the Plan Administrator as soon as possible after receiving your account statement.

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Making Your Account Grow: An Example

While no one can predict how the funds will perform, here is an example to show how your contributions, plus Company Match contributions, plus tax-deferred growth can equal a future financial payoff.

Assume your annual salary is $85,000 and you decide to save 6% of that amount - $5,100 a year – on a Before-Tax basis. The Company Match Contribution of 50 cents on the dollar for the first 6% of pay adds $2,550 to your account. For Program-B participants, the Company Match Contribution of 50 cents on the dollar for the first 8% of pay you save adds $3,400 to your account.

Changing Your Investment Election for Future Contributions

You may change how future contributions from your paycheck are invested, as frequently as on a daily basis. However, the last change made prior to the posting of contributions to your account will apply. Changes may be made in 1% increments and must total 100% for each account (Before-Tax, Traditional After-Tax, Roth After-Tax, Company Match, or if applicable, Non-Elective Company Contribution (QNEC), or Rollover.

To change your investment election for your future contributions, you must do so through the Plan Service Center. Investment election changes are processed immediately and are not subject to price changes or market cutoff.

Reallocating or Transferring Existing Balances

You can reconfigure the investment mix of your existing accounts (Before-Tax, After-Tax, Company Match, and, if applicable Qualified Non-Elective Company Contribution (QNEC) and Rollover) among the funds, by means of a reallocation or transfer. A reallocation of your existing balance means you redistribute your existing account balance among the funds in which you wish to invest. You will indicate your reallocation in 1% increments so that the total in each account (Before-Tax, Traditional After-Tax, Roth After-Tax, Company Match, and, if applicable, Qualified Non-Elective Company Contribution (QNEC) and Rollover) equals 100%. Having your investment plan already prepared will enable you to successfully enter your changes. Requests entered before 4:00 p.m. Eastern Time (or when the NYSE closes) will be valued at that day's closing prices.

A transfer allows you to move money from one fund to another fund without having to do a complete reallocation.

Loans from your account

While this is a qualified retirement plan and is designed primarily to encourage long-term savings for your retirement, you do have access to your funds during your employment with your Employer if an unexpected financial need arises before you retire. One form of access is taking a loan from your own account. You can have up to two of these loans outstanding at one time, one of which may be a loan to purchase a principal residence.

When you borrow from the Plan, you borrow directly from your own accounts. You cannot borrow from your Roth(k) Contribution Account. Program-B Participants cannot borrow from their automatic Non-Elective Company Contribution (QNEC) for loans.

You may apply for a loan if you are a participant or beneficiary who is a party-in-interest. A party-in-interest is defined in ERISA section 3(14) and generally includes only employees, officers, directors and 10 percent shareholders of the Company. Retirees may not initiate new loans once they leave active employment.

By applying for a loan, you are certifying that the proposed borrowing is for your own purposes and not for the benefit of any other party-in-interest to the Plan (such as an Employer or any Plan Fiduciary).

Amounts Available to Borrow

The maximum amount you may borrow from your Plan account is mandated by the IRS and is the lesser of:

- 50% of your vested account balance, or
- $50,000

The Participant must reduce the $50,000 amount if he or she already had an outstanding loan from the Plan during the one-year period ending before the date of the new loan. The amount of the reduction is the Participant's highest outstanding loan balance during that period minus the outstanding balance on the date of the new loan.

For example, here is how that determination is made using the following assumptions:

$ 88,000	Balance of Your Account
$ 65,000	Vested Balance of Your Account
$ 32,500	50% of the Vested Balance of Your Account
$ 9,500	The Balance Owed on the Other Loan You Still Have Open
$ 12,000	The Highest Amount you Owed on Your Existing Loan During the Past Twelve Months

(i) $32,500 - $9,500 = $23,000
(ii) $50,000 - $ 12,000 = $38,000

$23,000 is the amount of the loan you can take since it is the lesser amount of (i) and (ii).

The minimum amount you may borrow is $1,000. Therefore, in order for you to obtain a loan from your account, your vested account balance must be at least $2,000. All loans must be in increments of $1.00. The amount you are eligible to borrow is available on the Plan website and by telephone, if you call the Plan Service Center.

Your loan reduces your investment fund balances on a pro-rata basis. Loan repayments will be applied to the investment funds indicated on your contribution investment direction selections. The distribution of the proceeds of a loan will be charged solely against your account, and all repayments of principal and interest will be credited solely to your account in accordance with the requirements of the Plan. The unpaid principal balance of a loan will be reflected as a receivable for your account.

Each loan will be secured by the assignment of up to 50% of your vested account balance, not to exceed the amount of your loan. No other security will be required or accepted.

Loan Terms

The term, or length, determines how long you are going to take to repay the loan. You can take from 12 to 60 months to repay your loan.

However, if the purpose of the loan is to purchase or build your primary residence, the loan term can be extended for up to ten years (120 months). You will be required to provide supporting documentation, such as a Good Faith Estimate or Sales Contract, to the Plan Service Center when you are requesting a residential loan repayment term of more than 60 months. Please note that you may only have one residential loan outstanding at a time and the loan must be used for the purchase of your primary residence. Spousal consent is not required to request a loan.

When requesting a loan, you determine the amount you wish to borrow and the term of the loan. You will also authorize payroll deductions as the method of loan repayment. The Plan charges a $50 fee for each loan, which will be taken out of your account once the loan is approved.

Applying for a Loan

You must contact the Plan Service Center. Personal financial information to be submitted with the loan request is very minimal compared with the financial information required for an in-service distribution.

You may apply on-line for the loan. You may request and authorize a loan through your participant website at sipsrs.trsretire.com any day. You will be told the maximum amount you may borrow, the interest rate that will apply and the amount and number payroll deductions required to repay your loan based on its term. You may then apply for that loan or request the payments for a different loan amount. You will have the opportunity to review and either accept or cancel your loan application.

Your loan application may be approved only to the extent the loan requested complies with the requirements described in this section. To the extent that a loan application is denied, your will be informed of the reason(s) for the denial. If you are denied a loan, you may discuss this with the Plan Administrator.

When you apply for a loan, you will be asked whether you want a personal loan (loan term is between 12 and 60 months) or a residential loan (loan term is between 61 and 120 months). Documentation is required for residential loans.

Amount:	The amount of the loan
Term:	The term of the loan

The loan amount is taken pro rata from the investment funds within each of your accounts. Loans cannot be taken from the automatic Non-Elective Company Contribution (as applicable to Program-B participants) or Roth contribution accounts.

Approved withdrawals, including loans, will be valued and processed after the close of that business day. Checks are generally mailed within four business days. When receiving a withdrawal, a pay advice will be attached confirming details of the transaction. Verify the accuracy of the pay advice and report discrepancies immediately to the Plan Service Center.

Your Loan Interest Rate

The loan interest rate is set monthly, based on the Prime Rate as reported by the Wall Street Journal for the first business day of the month in which the loan application is processed, plus 1%. Once set, your loan interest rate will remain fixed for the term of your loan. Loans granted at different times may bear different interest rates.

Even though you pay interest to yourself when repaying your loan, there are still more significant costs to taking a loan. You may be missing out on larger gains than if you had left your money in the market. A $5000 investment left in the SIP earning an average of 7% a year for five years would be worth $7,013.

Danger of default: If you are unable to repay the loan during the repayment period or when you leave your job, the IRS considers the unpaid loan balance a taxable withdrawal, meaning you will owe federal income taxes and any state income taxes on the entire amount. If you are younger than age 59½, you may also owe an additional 10% early withdrawal penalty.

Double-taxation: Contributions to your SIP account are taken directly from your paycheck on a pretax basis, and the money in your account will be taxed when you withdraw it, presumably at retirement. Loan payments are taken directly from your paycheck with after-tax money and then taxed again when distributed in retirement. So you pay income taxes twice on the same money, lowering the value of your retirement distribution.

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Repaying Your Loan

When you repay your loan, you pay yourself back, with interest. This means the money you repay is put back into your own Plan savings accounts. Repayments will begin as soon as administratively practicable following your loan's issuance.

You repay your loan through payroll deductions. The amount of your deduction depends on the amount of the loan, the loan term (length), and the interest rate charged. Repayments of principal and interest are reinvested in your Plan accounts according to your current investment elections. You may request to prepay your loan in part or in full, without penalty, at any time after at least two monthly payments have been deducted from your pay. Please note that if you have two outstanding loans and you pay off one loan, you must wait at least one business day before applying for another loan.

You may make a prepayment on your outstanding loan balance through the internet at sipsrs.trsretire.com or by sending a check made payable to Transamerica Retirement Solutions FBO [your name]. Please reference your name and last four digits of your social security number on the check and mail it to the following address:

Transamerica Retirement Solutions
Loan Processing
PO Box 13695
Newark, NJ 07188-0695

For overnight delivery by other than U.S. Post only:

JP Morgan Chase-Lockbox Processing
Lockbox 13695
4 Chase Metrotech Center
Ground Level Courier on Willoughby Street
Brooklyn, NY 11245

While you are repaying your loan, the payroll deduction for your loan payment is a separate deduction from your Plan contribution. Loan repayments are made in after-tax dollars.

Direct Payment of Your Loan

Payroll deduction is the normal method of loan repayment, unless:

- You are on an approved leave of absence without pay,
- You retire (see "When You Retire") and your pension check is not sufficient to cover a loan payment deduction, or
- Your paycheck is not sufficient to cover a loan payment deduction.

In any of these circumstances, you will be permitted to make direct payments (by direct debits from a checking or savings account) to continue the repayment of your loan. Confirmation of your payment will be sent each month to your current address on file with your plan.

Please note that if you miss one full monthly payment, your loan will be considered delinquent. If you miss three consecutive calendar full monthly payments, after the quarter in which your last payment was made, your loan will be defaulted (as mandated by the IRS). In addition, the unpaid portion of your loan will be treated as a taxable withdrawal and may be subject to taxes and penalties.

Leave of Absence

If you are on an approved unpaid furlough leave of absence, as determined by the Plan Administrator in a non-discriminatory manner, your payments will be suspended for up to twelve months of such leave. Upon return to active employment (or the end of the suspension period), the loan will be reamortized over the remaining term of the loan. You may elect not to have payments suspended during a leave, in which case you may continue repaying your loan through a direct debit from a bank checking or savings account. You may request an ACH Debit Request Form by contacting Transamerica at the toll-free number below. You will be notified if you are eligible to suspend your loan repayments.

If you are on a leave of absence to serve in the uniformed services of the United States, the Plan Administrator may adjust the rate of interest and loan payments may, at your request, be suspended until you return from such services (or the military leave of absence period expires). The loan will be reamortized at the end of the suspension period over the remaining term of the original loan extended by the number of months within the suspension period. If the leave of absence expires or you do not return to employment upon your release from the uniform services, such event will be treated as a termination of employment.

Loan Refinancing

You may refinance your loan. Your refinanced loan may be paid off no later than the end of the legal maximum term or of your original loan or your refinanced loan may extend your loan's pay-off date, at your election. Primary residence loans may not be refinanced. To refinance your loan, access your account through the internet at sipsrs.retire.com.

If You Default on a Loan

Loan Default If you fail to make an installment payment on your loan when due, the Administer will give you written notice of your right to cure this failure by making up missed payments or repaying the loan in full. If your failure to make an installment repayment continues after such written notice has been provided, the Administrator shall inform Transamerica of a default in your repayment of the loan. Such default will occur no later than the last business day of the calendar quarter following the calendar quarter in which your last payment was received.

This default will result in what is called a deemed distribution for federal income tax purposes (i.e., a distribution subject to applicable taxes and penalties), and the Internal Revenue Service will be notified of such distribution. At the end of the year, you will be issued a tax Form 1099-R which will indicate that amount reported to the IRS. The pre-tax money you borrowed, plus accrued interest, will be subject to income tax and any penalties the government may require for early withdrawal from a qualified retirement plan. The amount of the distribution equals the entire outstanding balance of the loan at the time of the default, plus accrued interest. The SIP plan is authorized to offset the entire outstanding amount of the loan against your account at the time you are eligible for a distribution from the Plan.

Termination of Employment Except as permitted in "Repaying Your Loan", if you terminate employment with an outstanding loan, you will have 90 days from your termination of employment to repay your loan in full. If you do not repay your loan in full by that time, the unpaid loan balance will be treated as a deemed distribution paid directly to you and will therefore be subject to applicable taxes and penalties. Additionally, the Internal Revenue Service will be notified that you received a distribution from your account.

Domestic Relations Orders

A qualified domestic relations order may not provide for the immediate assignment of that portion of an Account that is subject to a security interest, including a security interest granted to secure a loan made to the Participant under the Plan.

The obligation to repay a loan cannot be assigned to an alternate payee – thus, you will remain obligated on a loan even if all or a portion of the receivable for an outstanding loan is assigned to the alternate payee pursuant to the order. An alternate payee cannot receive a distribution of an outstanding loan or the receivable reflecting such loan until you have repaid the loan in full.

Changes in Loan Payments

If you miss one or more regular loan payments, the Plan Administrator may choose to reamortize the loan, possibly resulting in higher loan payment amounts, a different maturity date and/or new loan fees. Similarly, if the frequency of your payroll changes, the Plan Administrator may reamortize the loan, possibly resulting in different loan payment amounts, a different maturity date and/or new loan fees. By taking a loan from the plan, you consent to any reamortization directed by the Plan Administrator. All such changes will be in accordance with the provisions of this loan program.

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Withdrawals from your account

While the primary purpose of the Plan is to help you prepare for a financially secure retirement, you do have access to money in your accounts through the Plan's withdrawal provisions. Due to the many tax advantages associated with this type of savings plan, there are some limitations on withdrawals. But, generally, funds are available to you if you need them. This section explains how and when you can withdraw from your accounts.

Amounts Available for Withdrawal

The amount you can withdraw depends on the amounts and types of contributions in your account. The full amount of any after-tax contributions you make to the Plan and their earnings, along with the vested portion of your Company Match contributions and their earnings, are available for withdrawal at any time. Because of the favorable tax treatment of Before-Tax contributions, your Before-Tax contributions and the earnings on that money are not available for withdrawal unless:

- You are age 59½ or older, or
- You experience an approved financial hardship. (Note: Earnings on Before-Tax Contributions, credited to your accounts after December 31, 1988, can only be withdrawn after age 59½.)
- You may also elect to withdraw your Roth After-Tax Contribution Account at age 59½ or older.

Withdrawing After-Tax, Company Match Contributions and Rollover Contributions

Each year you can request up to three withdrawals from your After-Tax, Company Match, and Rollover accounts. To determine the amount, you have available for withdrawal and to request a withdrawal, contact the Plan Service Center.

A Pay advice is attached to the check confirming the specifics of your withdrawal. Please review the advices and report any discrepancies to the Plan Service Center immediately. The withdrawal is taken pro-rata from the investment funds within each of the accounts.

Any portion of your withdrawal which is taxable (Company Match account and all earnings on after-tax contributions) will be subject to federal income, state income and local income taxes.

Mandated Withholding Taxes

When you make a rollover eligible withdrawal or receive a distribution, the Company is required, by federal law, to automatically withhold 20% of the taxable portion (Before-Tax contributions and their earnings, earnings on After-Tax Contributions, and the Company Match and earnings) for federal income taxes unless the amount is directly rolled over to another employer's eligible retirement plan or an Individual Retirement Account (IRA). If you wish to make a direct rollover, contact the Plan Service Center. Under applicable law, hardship withdrawals are not eligible for rollover.

Withdrawing Before-Tax Contributions

Once you reach age 59½, you are entitled to withdraw Before-Tax contributions and earnings for any reason. The withdrawal is taken pro-rata from the investment funds. Any portion of the withdrawal which is attributed to your Before-Tax contributions, Company Match Contributions, and earnings on your After-Taxwill be subject to federal income, state income and local income taxes.

To request a withdrawal, contact the Plan Service Center. After requesting your withdrawal, you have the opportunity to review and either accept or cancel your withdrawal.

Financial Hardship Withdrawals

If you are under age 59½, you may withdraw your before-tax contributions only in the event of an approved financial hardship. A financial hardship means you have an immediate and heavy financial need for money that is not available from other sources, including your SIP deferrals. You must exhaust all other SIP withdrawal options prior to qualifying for a Hardship.

There are federal guidelines that must be followed to determine a financial hardship. Examples of acceptable financial hardship include:

Effective January 1, 2017, only the following reasons will be treated as qualifying financial hardship situations for purposes of taking a hardship withdrawal from the Plan:

- Uninsured medical expenses (described in Internal Revenue Code Section 213(d)) that have already been incurred by you, your spouse, your child (whether or not that child lives with you), your dependent, or your designated beneficiary, or expenses that have not already been incurred, but which must be prepaid in order to allow those persons to obtain medical treatment;
- Purchase of your principal residence (excluding mortgage or loan payments);
- Tuition, related educational fees, and room and board expenses of post-secondary education for the next twelve months for you, your spouse, your children, your dependents, or your designated beneficiary, including graduate school and any approved trade or technical school;
- Payment to prevent your eviction from your principal residence, or foreclosure on the mortgage of your principal residence;
- Payment of burial or funeral expenses for your deceased parent, spouse, child, dependent, or your designated beneficiary; and
- Expenses for the repair of damage to your principal residence that would qualify as a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of your adjusted gross income).

An application is available on-line. Hardship withdrawals are requested through the Transamerica Plan Sponsor site. After requesting a withdrawal, an Application will be mailed to your address on file. Complete and return the application along with the required documentation within 30 days from the date of request. The required documentation must show proof of your financial hardship and show you have no other resources available to meet your financial need. Approval or denial of your request will be determined following the review of your documentation. In order to adequately review hardship documentation, the time needed for final approval or denial may be lengthened. Prior to approval, you will be required to withdraw any monies available via regular withdrawal. Upon approval of the hardship request, your contributions and the Company Match will be suspended for a period of 6 months. Any Qualified Non-Elective Company Contributions are not affected.

In-Service Withdrawals during Military Leave

Effective January 1, 2009, if you are performing qualifying military service for more than 30 days, you are treated as having a severance from employment and may therefore take a distribution of your Before-Tax Contribution account and your After-Tax Contribution account, to the extent required under applicable law. If you elect to receive a distribution of your Before-Tax Contribution account or your After-Tax Contribution account under this special provision, you may not make any contributions to the Plan during the 6-month period beginning on the date of the distribution.

If your request for a financial hardship withdrawal is approved, you may withdraw funds from your Before-Tax Contributions and the earnings on Before-Tax Contributions credited to your account before January 1, 1989. Earnings on before-tax contributions credited to your account after December 31, 1988 are not permitted to be withdrawn for financial hardship. In any case, you can only withdraw enough money to satisfy the financial hardship. The withdrawal is taken pro-rata from the eligible investment funds within each of the accounts.

Before-tax contributions and their earnings withdrawn under a financial hardship may not be repaid to your account and are subject to federal income, state income; local income taxes and early withdrawal tax penalties.

Hardship withdrawals do not count toward the three withdrawals maximum in a calendar year.

Hardship withdrawals are subject to the same suspension and forfeiture rules as other withdrawals.

Suspensions

When taking a hardship withdrawal, you are suspended from making Before-Tax, Traditional After-Tax, Roth After-Tax and/or Catch-up Contributions to the Plan for a minimum of six months after receipt of the distribution. This does not impact Loan repayments, which will continue to be repaid from your pay.

Company Matching Contributions may be suspended for six months if you have fewer than five years of service and take certain in-service withdrawals.

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Plan Payments After Your Employment Ends

You may request a total distribution of your accounts if your employment ends. However, you will forfeit the Company Match contributions in your account if you:

- Are not vested
- Your employment ends for any reason other than retirement under an Employer's pension plan, death, lack of work, attainment of age 65, or Long-Term Disability

However, if you are rehired, you may "buy back" any forfeited Company Contributions by repaying the entire amount within a certain time limit. It is your responsibility to contact the Plan Service Center to request a "buy back" within the time limit. The Plan Service Center will advise you of the time limits.

If you terminate employment with the Employer before you are vested in your Company Match contributions, your non-vested Company Match contribution account (if any) will be forfeited when you incur five (5) consecutive one-year breaks in service. This means that if you are rehired after you incur five consecutive one-year breaks in service, your non-vested benefits will be permanently forfeited.

If you are zero percent (0%) vested at the time of termination of employment, then you are treated as having been "cashed-out" of the Plan, and your benefits will be forfeited, and in that case, if you are rehired before incurring five consecutive one-year Breaks in Service, your non-vested forfeited benefits will be reinstated to your Company Match contribution account if you repay the full amount distributed to you (other than the amount attributable to unmatched before-tax contributions, after-tax contributions, and rollover contributions). However, if you are rehired after you incur five consecutive one-year breaks in service, your non-vested benefits will be permanently forfeited.

To request a total distribution of your accounts, contact the Plan Service Center. They will guide you through the steps, including tax consequences. For a total distribution, you may request:

- A cash distribution (check) or
- A direct rollover to an IRA or another employer's eligible retirement plan or
- A combination of both

Please note with a cash distribution, the check will be made payable to you and 20% of the taxable portion will be withheld for federal income taxes, and you will generally be subject to federal income taxes (and any state and local income taxes) on the amount of the distribution plus a 10% early distribution penalty. For a direct rollover, checks will be made payable to the receiving plan, but will be mailed to you. You must send the check to the receiving plan.

After requesting your distribution, you will have the opportunity to review and either accept or cancel your proposed distribution. Under certain circumstances, you are permitted to defer receipt of your distribution, or elect other forms of payment. These circumstances are described in the following sections.

When Your Employment Terminates

If you terminate your employment with your Employer, whether voluntarily or involuntarily (except reduction in force, death, Long-Term Disability, or retire at age 65 or older), you forfeit the Company Match Contributions in your account if you are not yet vested. You are always vested in your contributions and earnings, and any Qualified Non-Elective Company Contributions (QNEC). You must have three years of Credited Service to be vested in the Company Match. When terminating employment, the following rules apply concerning your account balance:

- $1,000 or Less: You will receive a full distribution of your vested account balance upon your termination.
- More than $1,000: You may choose to leave the money in your account, or receive a full distribution of your account upon or after termination.

If you are receiving your total account balance, you can defer paying taxes by requesting a direct rollover of the taxable portion of your account balance into an IRA or other employer's eligible retirement plan that accepts rollovers. Total distribution of your account is only done on a cash (check) basis.

After termination (including retirement), no further contributions by you or the Company are permitted. However, you will continue to have the advantage of your savings growing on a tax-deferred basis until you elect to withdraw your money.

If you have a loan at the time you terminate (except upon retirement, see "When You Retire"), you must either pay off the loan in a lump sum or it will default. A defaulted loan will be treated as taxable income and may be subject to taxes and penalties.

In addition, if you leave your money in the Plan, you may continue to reallocate or transfer your existing account balances in accordance with procedures established by the Plan Administrator. If you have elected to defer your distribution, you may later elect a total distribution at any time.

Benefit checks and Plan information are usually sent by mail. It is your responsibility to provide the Plan Administrator with your current address.

If You Are Re-Employed

If you leave the Employer after meeting the eligibility requirements for the Company Match and are later re-employed, you will be immediately eligible for the Company Match. Your prior service may be restored for vesting in subsequent contributions. For example, if you left the Employer after you had two years of Credited Service and are re-employed, on your return you will need only one additional year of Credited Service to become vested.

- Your prior service for vesting in subsequent contributions will generally be reinstated following rehire if you meet at least one of the following conditions:
- You made contributions to the Plan prior to your terminating employment with the Employer.
- You had vested Employer contributions held in the Plan on your behalf before you terminated employment with the Employer.
- The number of your consecutive one-year breaks in service is lower than the number of your years of service for vesting purposes before you terminated employment with the Employer.
- The number of your consecutive one-year breaks in service is less than five (5).

In most cases, you will meet at least one of these conditions, and your prior vesting service will be reinstated following rehire. However, if none of these statements applies in your situation, then you will not receive credit for your prior service for vesting purposes following rehire.

When You Retire

When you retire (Program-A employee: age 50 and 15 years of Credited Service, the minimum for an Early Retirement; Program-B employee: age 55 and 10 years of Credited Service, the minimum for an Early Retirement), the Plan provides a number of options. You may elect to:

- Defer distribution of your account until a later date,
- Receive your distribution in installment payments,
- Receive a total distribution payment of your account balance,
- Receive a partial distribution (3 partial distributions per year are available),
- Roll over an account balance from another employer's eligible retirement plan to this Plan,

However, if your balance drops to $1,000 or less and you are not receiving installment payments, then you will receive a full distribution of your vested account balance.

Deferring Your Payments After Retirement

At the time of your retirement, you may not need to use the money from your Plan account. In that case, you can continue to defer taxation by deferring receipt of your distribution. You may defer payment up to April 1st of the year following the year in which you reach age 70 & 1/2, after you terminate employment. However, you must start receiving a Minimum Required Distribution at that time (as mandated by IRS). If you do not take the Minimum Required Distribution when required, you may be subject to a 50% excise tax on the minimum amount not taken. Note that Required Minimum Distributions are not applicable for employees who are still active in the Plan. The Required Minimum Distribution was not required for 2009 under the Worker, Retiree and Employer Recovery Act of 2008 (WRERA). The Plan reviews new legislation and will advise impacted Participants through a mailing of changes. Contact the Plan Service Center to make arrangements to receive a Minimum Required Distribution.

While your money remains in the Plan, you continue to have access to your account. You may request withdrawals, reallocations, and transfers within Plan limits. You cannot request a new loan after retirement.

If you have an outstanding loan at the time you retire, you may:

- Prepay the loan in a single lump-sum payment, or
- Authorize regular pension check deduction to continue making loan payments, or
- Repay the loan through monthly automatic payments from your bank account, or
- Let your loan default (taxes and penalties may apply).

Your Installment Options After Retirement

There are two installment options available when you qualify for retirement. These options are also available to you later on, if you elect to defer payment when you retire. You may elect a fixed number of installments or lifetime installments for your total account balance. With either option, you may elect at any time to receive the remainder of your account in a single cash payment.

Installment payments are taxed in the year you receive them. Each installment payment is treated as a pro-rata recovery of your After-Tax Contributions (non-taxable) and earnings, Before-Tax Contributions and earnings, and Company Match Contributions (and, if applicable, Non-Elective Company Contributions (QNEC)) and earnings.

- Fixed number of installments. Under this option, you may request that the value of your accounts be paid to you in monthly installments. The maximum number of monthly installments you may elect is based on your age when you retire, or on your age and the age of your primary beneficiary at the time you retire. The minimum number of installments is 24 and the maximum number is your life expectancy based on actuarial tables. Payments are recalculated each month. If your spouse is the only primary beneficiary, he or she may continue to receive the remaining installments after your death.
- Lifetime installment payments. Under this option, the value of your accounts is paid in monthly installments based on your life expectancy, or the life expectancies of you and your primary beneficiary. Payments are recalculated each month. Payments continue for your lifetime. If your spouse is the only beneficiary, and if your installment amounts were based on your joint life expectancies, your spouse may continue receiving installments for his or her lifetime after your death.

To request installment payments, contact the Plan Service Center. Please note that once you have accepted the installment payment option, the amount can be changed twice a year. (A beneficiary can change installment payments to a more frequent installment distribution.) Installment payments begin the following month after the request has been made.

Even if you have elected to receive installment payments, you may still request up to three withdrawals per year, make fund reallocations and continue paying on an outstanding loan by having the deductions taken from your Retirement check.

If You Are Re-Employed After Installments Begin

If you are re-employed as a full-service employee after monthly installments have begun, your installments will stop. When you again retire, your Plan balance will include any additional amounts contributed to your accounts while you were employed. At that time, you may again choose one of the payment options permitted by the Plan.

Total Distribution Payment

A total distribution payment is available to you at any time after you retire. Even if you are receiving installment payments, you can elect to have the balance of your account distributed in one total distribution at any time. If you do not elect a direct rollover of the taxable portion of your distribution, the amount you receive will equal your total account balances less the required 20% federal income tax withholding on the taxable portion. After-tax contributions included in your distribution will not be subject to federal income tax withholding. A total distribution payment is taxable in the year you receive it if the taxable portion was not directly rolled into an IRA or other employer's eligible retirement plan.

Coverage continuation in special situations

If You Return From Military Leave

If you are returning from Military leave, you have the option to make up missed employee contributions. The amount of the contributions will be based on your percentage contributed and your pay in effect prior to your military leave. In accordance with the Uniformed Services Employment & Reemployment Rights Act (USERRA) and the Heroes Earnings Assistance & Relief Tax Act (HEART), you will receive the equivalent of 3 times the period of your absence, but not longer than five years to make up the repayments. You will receive Company Matching Contributions based on the made up employee contributions. For Program-B Participants, you will also receive your 5% Non-Elective Company contributions that were missed during your military leave. The Non-Elective Company contribution amount will be based on your pay in effect prior to your military leave. As legislation changes frequently, refer to USERRA and the HEART Act, or the Plan Service Center for current information.

If you die while on qualified military leave, your survivors will be entitled to any additional benefits that the Plan would otherwise provide if you had been actively employed at the date of your death (such as 100% vesting).

If You Qualify for Long-Term Disability Benefits

If you are approved for and accept Long-Term Disability under your Employer's Disability Income Plan, you have the same options as a terminated Participant (see "When Your Employment Terminates"). The Company Match will become fully vested.

If You Qualify for an Incapability Retirement

If you are approved for and accept an Incapability Retirement under the SRNS Multiple Employer Pension Plan, you have the same options as a retired Participant (see "When You Retire").

In the Event of a Qualified Domestic Relations Order

Benefits provided under this Plan are for you and your beneficiary. Your benefits cannot be assigned to someone else in order to settle a debt. However, under the Retirement Equity Act of 1984, your benefits may be assigned to an alternate payee if a Qualified Domestic Relations Order (QDRO) exists. A QDRO is a legal judgment, decree or order, which is qualified by the Plan Administrator (or designee) and recognizes the rights of an alternate payee under your SIP with respect to dependent support, alimony or division of marital property rights and otherwise meets federal laws.

In other words, if you become divorced, a portion of your benefits under the SIP may be assigned to someone else to satisfy a legal obligation you may have to a spouse, former spouse, child or other dependent. There are specific IRS requirements that the QDRO must meet to be recognized by the Plan Administrator, and specific procedures regarding the amount and timing of payments. Procedures may be obtained without charge from the Plan Administrator.

If the Plan is Top Heavy

The term "Top Heavy" is used when more than 60% of the account balances under the Plan belong to key employees. Key employees of the Employer are certain highly-compensated officers and certain owners of the Employer.

The Plan is not currently top-heavy. If the Plan becomes top-heavy, the Employer may be required to make certain accelerated vesting and contributions for its non-highly-compensated participants. The Plan Administrator will advise you if the Plan becomes top-heavy.

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In the Event of Your Death

If you die before receiving your entire account balance, your designated beneficiaries will be eligible to receive the balance in your account. Federal law requires that if you are married, your spouse be designated as sole primary beneficiary of your Plan assets upon your death unless:

- Your spouse has consented in writing, which has been witnessed by a notary public, to your naming another beneficiary.

If you do not have a surviving spouse and no beneficiary has been named, the Plan distribution is made to your estate.

If you were repaying a loan through deductions from your regular paycheck or pension check, it is possible for your spousal beneficiary to repay any remaining loan balance with a single lump-sum payment. Otherwise the outstanding loan(s) balance will be treated as a deemed withdrawal and a taxable distribution from the Plan.

When Your Death Occurs After You Terminate Employment with your Employer

If you terminate your employment and defer the distribution of your Plan account and your death occurs before you request a distribution, then your beneficiary has certain payment options available depending on the beneficiary's relationship to you. Your spouse beneficiary may continue to defer the balance or request a distribution with or without a rollover of taxable contributions. However, your non-spouse beneficiary can either roll the inherited Plan into an IRA or can accept an immediate distribution.

When Your Spouse Is Your Primary Beneficiary

After your death, a spousal beneficiary of an active employee or retiree has many of the same rights under the Plan as you had. If the surviving spouse chooses to defer a distribution from your account, an account will be set up in their name and they will be assigned a Personal Identification Number in order to use the Plan Web Site or the Plan Service Center. The spouse will be able to:

- Make three withdrawals per year,
- Reallocate or transfer balances among funds, and
- Repay outstanding loan balances with a single lump-sum payment.

Additionally, the spouse can defer a distribution to the April 1 of the calendar year following the participant's attainment of age 70 & 1/2. At that time, your spouse will be required to take a Minimum Required Distribution to avoid paying a 50% excise tax. If your death occurs after you began receiving installment payments under the "fixed number of installments" option, your spouse may:

- continue to receive the remaining installments after your death,
- may stop installment payments,
- may elect a total distribution payment of the remaining account balance, or
- change to a more frequent installment distribution

If you had elected the "lifetime installment payment" option, and the installments were based on your joint life expectancies, your spouse may:

- continue receiving installments for his or her lifetime,
- may stop installment payments,
- may elect a total distribution payment of the remaining account balance, or
- change to a more frequent installment distribution.

Remember, at any time, your surviving spouse can request a lump sum payment if you or your spouse elected to defer distribution of your account.

Taxation of distributions

Taxable distributions, whether they are withdrawals (including financial hardship withdrawals), lump sum amounts or installment payments, are subject to federal income, state income, and local income taxes. This is provided for your information only and is not intended as tax advice. Please consult with your own tax advisor for information on your personal situation.

Federal Taxation Rules

There are three types of federal taxes that can affect a withdrawal or distribution from your Plan account: income tax (ordinary and capital gains), 10% penalty tax, and 50% excise tax.

Income Tax

Whenever you take money out of the Plan, you may owe taxes to some degree. You will owe ordinary income tax when you take a distribution from:

- Before-tax contributions,
- Rollover contributions,
- Automatic Non-Elective Company contributions
- Company Match contributions, and
- All investment earnings in your Plan accounts.

If you have made After-Tax Contributions to the Plan, you have already paid income tax on those contributions. However, income taxes will be owed on the After-Tax company Matched Contributions and investment earnings. Roth 401(k) Contributions are after tax. Roth earnings (as well as contributions) are tax-free. Roth 401(k) accounts can be rolled into either a Roth IRA or another employer plan Roth 401(k) account to maintain tax advantages until distribution.

Your Roth After-Tax Contributions are not subject to federal income taxes when they are distributed to you. Additionally, earnings on Roth After-Tax Contributions will not be taxable if a distribution is made at least five taxable years after you first make Roth After-Tax Contributions to the Plan and if that distribution occurs after your attainment of age 59-1/2, death, or permanent and total disability.

Note: The tax laws governing savings plans such as the Plan are complex and subject to change. While this description is based on the Employer's general understanding of current tax laws, you should consult a professional tax advisor before you make a withdrawal or receive a distribution from your Plan accounts.

10 Percent Penalty Tax

As the Plan is meant to be used for long-term retirement goals, federal law imposes a 10% penalty tax, which is in addition to your ordinary income tax, to discourage early withdrawal of funds. In general, the 10% penalty tax will apply to the taxable portion of any withdrawal or distribution from your Plan account taken before you reach age 59½ while you are still employed by the Company.

A 10% penalty tax will not apply if — and to the extent that:

- A distribution is made to you after age 59½,
- A distribution is made due to your death or disability (as defined by the Social Security Administration),
- A payment is made to an alternate payee under the terms of a "Qualified Domestic Relations Order" (QDRO),
- A distribution is made after retirement or separation from service during the year in which you reach age 55 or you are over 55.
- You roll over the taxable portion of a distribution to an Individual Retirement Account or another employer qualified plan,
- The distribution is used for unreimbursed medical expenses, as defined by IRC Section 213, that exceed 7.5% of your adjusted gross income,
- If substantially equal periodic payments are made in at least annual installments over the life (or life expectancy) of the Participant or the joint lives of the participant and designated beneficiary.

50 Percent Excise Tax

Under federal tax law, you must begin to withdraw your Plan account by April 1st of the calendar year following the calendar year in which you attain age 70 & 1/2 or retire, whichever is later. If you do not, you must pay a 50% excise tax on the amount that should have been withdrawn. The Required Minimum Distributions for 2009 were not required under the Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and may be waived again in the future.

Federal Tax Withholding

The taxable portion of a rollover eligible withdrawal or distribution that is not directly rolled over to an Individual Retirement Account or another employer qualified plan is subject to an automatic 20% federal income tax withholding requirement. This amount may not cover all the taxes you owe; that determination should be made when you file your annual federal income tax return.

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Deferring Taxation of Your Distribution

You should be aware that you can defer current taxation by rolling over the taxable portion of a withdrawal or distribution (which is in excess of your After-Tax Contributions) into an Individual Retirement Account (IRA) or another employer qualified plan. You may roll over the combined balance of your before-tax contributions, Company Match Contributions, any previous rollover contributions, and the earnings in each account. You may be allowed to rollover the After-Tax Contributions and earnings depending on the IRA other employer qualified plan's design. The rollover must be made directly from this Plan to the IRA or other employer qualified plan; otherwise, any taxable portion of the distribution will be subject to an automatic 20% withholding tax.

Your direct rollover check will be mailed to your address of record and be made payable to the trustee of your IRA or eligible retirement plan for the benefit of you. It will be your responsibility to forward that check to the trustee of your IRA or employer qualified plan.

State and Local Income Taxes

While Before-Tax Contributions in South Carolina and Georgia are generally treated the same way as by the federal government, and are not taxed until they are distributed, some states and municipalities tax these amounts. Check with a tax consultant to see how the state or city in which you live treats the taxable status of Before-Tax Contributions.

Your After-Tax Contributions have already been taxed by your state or local government; however, the earnings on your After-Tax Contributions and Company Match Contributions and earnings are subject to tax when withdrawn and/or distributed.

How Other Benefits Are Affected by Participation

Your contributions do not affect your other Company benefits or Social Security withholdings.

Some of the other Company plans, such as the SRNS Multiple Employer Pension Plan and Life Insurance plans, base benefits on eligible annual pay. Those plans will continue to provide benefits based on your pay prior to the deduction of Before-Tax Contributions. That way, the Before-Tax Contribution feature has no effect on these other benefits. You will continue to pay Social Security taxes on your gross pay (including before-tax contributions). As a result, you will receive the same Social Security credit as you would have received had Before-Tax Contributions not been deducted.

Administration of claims

You do not automatically receive benefits from this Plan, unless it is a required distribution under the law or if your balance is less than $1,000. You must apply for benefits. To request a withdrawal, loan, fund reallocation or transfer, contribution amount change or information about your account, contact the Plan Service Center.

When you request a distribution, withdrawal or loan, you will have the opportunity to review and either accept or cancel your transaction. The Plan is valued daily. Consequently, withdrawals, loans, and distributions are valued as of the close of the business day in which the request is made. Direct Deposits are made within 4 days; checks are mailed within 10 business days. The amount of the withdrawal, loan or distribution does not receive any more earnings after the Valuation Date.

Initial Claim

If you are entitled to benefits under the Plan, you need not make a claim to the Plan Administrator in order to receive your benefits. However, if you disagree with the information or computations in connection with any of your benefits, you may make a claim to the Plan Administrator. The Plan Administrator has the sole discretion to decide all issues of fact or law. Any decision by the Plan Administrator that does not constitute an abuse of discretion must be upheld by a court of law.

If you make a claim, that claim should be in the form of a letter stating why you disagree and should include all facts and information you want the Plan Administrator to consider. You will be advised of the acceptance or rejection of your claim within 90 days after your claim is received, unless special circumstances require an extension of time for processing the claim. If the Plan Administrator requires an extension, written notice of the extension will be furnished to you prior to the end of the initial 90-day period. The extension will not exceed an additional period of 90 days. The extension notice from the Plan Administrator will state the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to make a final decision.

If your claim is denied, it must be denied in writing and the denial must state in detail the specific reasons for the denial, the specific Plan provisions upon which the denial is based, any additional material or information which you may provide which would entitle you to the benefits you claim, and an explanation of why such material or information is necessary. The notice of denial must also explain the steps to be taken if you or your beneficiary wishes to submit a claim for review.

Plan Service Center
Transamerica Retirement Solutions, LLC

sipsrs.trsretire.com **(866) 288-3257**

If a Claim is Denied

If your claim (or your beneficiary's claim if you are deceased) for benefits under the Plan is denied in whole or in part, and you have exhausted the claims appeal process with the appropriate Claims Administrator, you can appeal the denial through the Plan Administrator (listed under Plan Information at the end of this SPD). To begin the appeal process, you or your beneficiary must write to the Plan Administrator within 60 days of denial of the claim. Your request for review must state the reason for appealing the claim denial and the basis upon which the review is requested, including but not limited to: pertinent plan provisions, prior decisions and/or statements of facts or circumstances in your possession, which are pertinent to your claim. You should identify the Plan by using the Plan Name and Number (listed under Plan Information at the end of this SPD).

As part of the review procedure:

- You will be able to review all Plan documents and other documents that affect your claim,
- You may have someone act as your representative in the review procedure as long as you notify the Plan Administrator of your authorization in writing, and
- You may submit issues or comments in writing.

Within 60 days after receiving your appeal, the Plan Administrator will provide you or your beneficiary with a written decision. If more time is needed to review your appeal, the Plan Administrator may utilize one 60-day extension. If this additional time is needed, you will be notified in writing.

The Plan Administrator and those persons acting on the Plan Administrator's behalf are vested with full power and sole discretion to interpret all the terms of the Plan and will make the final determination based solely on the applicable facts and evidence. All decisions of the Plan Administrator are final and binding and the Plan will not accept any documents for review denied and/or received after the Plan Administrator's final decision.

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Judicial Review of Denied Claim

You must timely exhaust your administrative remedies under the Plan before filing a lawsuit against the Plan. If you decide to file a lawsuit after exhausting the Plan's administrative remedies, you must do so within three years of the day when you knew or should have known of the facts giving rise to the claim. Your time to file a claim may start running earlier if there has been a clear repudiation or denial of the claim by the Employer, the Plan Administrator, or their agent.

For example, your time to file a claim regarding:

- Your eligibility begins on the day you first became eligible or were first excluded from eligibility under the Plan;
- Your service or compensation begins on the first day that you were aware or should have been aware of an error involving your service or compensation(for example, by reviewing your participant statement or report);
- An investment return or expense begins on the on the first day that you were aware or should have been aware of the investment return or expense (for example, by looking at the material on the Plan's website or your participant account statement).

If, as of January 1, 2015, your time to file a lawsuit has already begun, but has not expired, you will have the longer of: (i) three years from the time it began to run, or (ii) six months from January 1, 2015, to file an administrative claim. You will also have six months after the final decision on your administrative claim to file a lawsuit. If you have administrative claim pending as of January 1, 2015, you must file your lawsuit regarding that claim within six months after the final decision on your administrative claim.

Overpayments

If for any reason, an overpayment is erroneously made under the Plan, the participant shall be responsible for refunding the amount to the Plan. The repayment shall be made pursuant to the method established by the Plan Administrator.

Legal Service

If you believe you have been improperly denied a benefit under the SIP and after exhausting the administrative claims and appeals process you may begin legal action and serve legal papers on the agent for service of process, the Plan Administrator, any trustee of the Plan or claims administrators. The addresses for the Plan Administrator, claims administrators, trustees and agent for service of process can be found at the end of the SPD under Plan Information.

Plan information

Type of Plan	Defined Contribution and 401(k)
Plan Name	The Savannah River Nuclear Solutions, LLC Defined Contribution Plan
Plan Year	January 1–December 31
Plan Number	334
Plan Sponsor	Savannah River Nuclear Solutions, LLC
Plan Sponsor Employer Identification Number	32-0255508
Plan Administrator	Savings and Pension Administrative Committee Building 730-1B Aiken, SC 29808 (803) 725-7772 or (800) 368-7333
Plan Administrator Employer Identification Number	27-0583928
Agent for Legal Process	Corporate Service Company 1301 Gervais Street Columbia, SC 29201 Phone: (800) 927-9800 Legal process may also be made upon the Trustee.
Plan Trustee	State Street Bank and Trust Company One Lincoln Street Boston, MA 02111
Plan Service Center	Transamerica Retirement Solutions, LLC 440 Mamaroneck Avenue Harrison, NY 10528 (866) 288-3257 sipsrs.trsretire.com
PBGC Status	Because this is a defined contribution plan, your benefits are not insured by the Pension Benefit Guaranty Corporation (PBGC), an agency of the federal government. The PBGC does not require or provide insurance for the Plan.

ERISA information

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). The official Plan Document and trust agreement govern the operation of the Plan and payment of all benefits. Eligibility for benefits should not be viewed as a guarantee of employment. Also, while your Employer intends to continue providing a comprehensive benefits program, the Employer reserves the right to modify or terminate any of the benefit plans at any time and for any reason.

Your Rights Under ERISA

- This statement of ERISA rights is required by federal law and regulation. As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:
- Examine, without charge, at the Employer's office and at other locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may make a reasonable charge for copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report, also called "Summary Annual Report" or SAR.
- Obtain a statement of your total Plan benefits (your account balance) and your vested Plan benefits, if any, or if you have no vested benefits, a statement of how many more years you will have to work to have a vested right to plan benefits. You are always fully vested in your own contributions to the Plan and the non-elective Company Contribution under Program B. This statement must be requested in writing and will be furnished to the extent required by ERISA. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. The fiduciaries are given specific authority under the Plan. The determination of matters under their authority will be final and binding.

No one, including your employer, a union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a Plan benefit is denied, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous or without reasonable cause.

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor at the following address:

U.S. Department of Labor
Employee Benefits Security Administration
61 Forsyth Street, SW
Atlanta, GA 30323

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Glossary of helpful terms

Affiliated Company: A company, organization or other entity not participating in the Plan, but which is a member of a controlled group of corporations required to be aggregated with the Company pursuant to IRS regulations.

After-Tax Contributions: Contributions deducted from your pay which have already been taxed.

Automatic Enrollment (also known as "automatic employee contribution"): A procedure for encouraging employee participation in a 401(k) plan where a sponsoring employer chooses to enroll its employees in the plan automatically, using salary reduction, without requiring them to take any initiative or action in order to participate. The contributions are Before-Tax (excludable from income for income tax purposes), are invested in a manner designated by the plan (unless and until the employee chooses a different investment), and accumulate earnings that are not taxed until withdrawn from the plan. Although employees must be given adequate notice and opportunity to opt out of the plan, automatic enrollment creates a "positive presumption" in favor of saving.

Before-Tax Contributions: Deducted from your pay before federal income and most state income and local income taxes are deducted. Before-tax contributions reduce the amount of your pay subject to current federal income taxes and most state income and local income taxes. As long as these contributions and their investment earnings stay in the Plan, they will not be taxed. When these contributions and their earnings are withdrawn and not rolled over from the Plan, they will be subject to income taxes.

Beneficiary: The person or persons you choose to receive your account balance in the event of your death.

Capital Preservation: A conservative investment strategy that seeks to maintain the original value of an investment, plus dividends or interest.

Catch-Up Contribution: A Before-Tax or Roth after-tax contribution that allows people age 50 or older by the end of the Plan Year to make additional contributions to their 401(k) and/or individual retirement accounts. The Catch-Up contribution provision was created by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) so that older individuals would be able to set aside enough savings for retirement. The maximum Catch-Up contribution amount a Participant can contribute in 2018 is $6000.

Code: Internal Revenue Code of 1986 as amended from time to time.

Computation Period: The days or months of service within a 12-month period beginning on the date you first complete an Hour of Service (or complete an Hour of Service upon reemployment, if applicable, after being absent from service for more than a 12-month period) and each 12-month period thereafter based on the anniversary of that date.

Credited Service: Maintained in PeopleSoft under Company Seniority Date. This is all service time that participants are eligible to participate in SIP Plan.

Employer: Employer participating in the Plan: SRNS as of 8/1/2008, SRR as of 7/1/2009, and WSRC Team prior to 07/01/2009.

Full Service Employee: An employee on the active payroll who is scheduled to work 20 or more hours per week, and who is hired to fill a permanent job vacancy. There are two sub-categories of full service employees – full time employees (works a minimum average of 40 hours per week) and part time employees (scheduled to work between 20 and 36 hours per week.)

Hour of Service: Each hour you are paid by the Employer for work you perform. You also receive credit for one Hour of Service for time you are paid by the Employer for reasons other than work (such as vacation, illness or disability) up to a maximum of 501 hours for any continuous period. If you are on a qualifying military leave, you will receive credit for your Hours of Service at your customary rate for the period of military leave, subject to applicable laws governing military leave.

Loan Term: The time required to pay back a loan.

NYSE: New York Stock Exchange

One Year Break in Service: A Computation Period in which you are credited with not more than 500 Hours of Service. You may avoid a one-year break in service if you are absent from work because of pregnancy, birth of a child, placement of a child for adoption or caring for a child immediately after birth or placement. You must provide the Plan Administrator with proof that the absence was for one of these reasons.

Pay: Basic cash remuneration paid to an Employee for services rendered to an Employer before any salary reduction contributions to this Plan or a cafeteria plan under Internal Revenue Code Section 125 or a qualified transportation fringe benefit plan under Internal Revenue Code Section 132(f) (4) plus certain holiday, Sunday, shift premiums and differentials (including certain differential wage payments relating to military leave), and certain overtime and work schedule premiums.

Pay Advice: A statement detailing a payroll/pension check.

Pro Rata: Divided proportionally

Roth (401k): An after-tax contribution in which future earnings are not taxed, if certain conditions are met.

SIP: Savings and Investment Plan known officially as the Savannah River Nuclear Solutions, LLC Defined Contribution Plan (DC Plan)

SRNS: Savannah River Nuclear Solutions, LLC

SRR: Savannah River Remediation LLC

Top Heavy Plan and Non-Discrimination Testing: In general, a 401(k) plan is top-heavy when more than 60% of the present value of benefits goes to key employees. If a plan is deemed top-heavy, it must apply certain accelerated vesting and contributions to all eligible non-key employees.

Total Distribution: A distribution of the entire account balance plus earnings.

Valuation Date: Each trading day of the New York Stock Exchange.

Vesting: An employee's right to the money that is in their 401(k) plan account. If an employee terminates employment, any non-vested money in their account is forfeited (not paid to the employee). Elective deferrals made by all employees must be immediately 100% vested (or "non-forfeitable"). However, non-elective employer contributions are vested according to a schedule established by the plan. Program-A or Program-B employees become entitled to Company Match Contributions when they have completed three years of Credited Service with an Employer under the Plan.

Contacts

Transamerica Plan Service Center

Telephone (866) 288-3257

Plan Customer Service Representatives are available from 8 a.m. to 9 p.m. Eastern Standard Time, Monday through Friday, excluding holidays recognized by the Plan Service Center.

Mailing Address Transamerica Retirement Solutions, LLC, 440 Mamaroneck Avenue, Harrison, NY 10528

Transamerica Plan Web Site

sipsrs.trsretire.com

Available 24 hours a day

SRNS Service Center

Serves both SRNS and SRR for the Plan

Telephone (803) 725-7772 or (800) 368-7333

Email Service-Center@srs.gov

Mailing Address SRNS Service Center, Building 730-1B, Aiken, SC 29808

Financial Engines

Financial advisor

Telephone (800) 601-5957

Website sipsrs.trsretire.com

This Summary Plan Description does not create an express or implied contract of employment. Eligibility for benefits should not be viewed as a guarantee of employment. Also, while SRNS and SRR intend to continue providing comprehensive benefits programs, the Companies reserve the right to modify or terminate any of the benefit plans at any time. The Companies will provide advance notification of any future benefit changes.

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Savannah River Nuclear Solutions, LLC

Savings and Investment Plan

Summary Plan Description

17CC0058KP

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC DEFINED CONTRIBUTION PLAN

EFFECTIVE JANUARY 1, 2018

THE SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

DEFINED CONTRIBUTION PLAN

SUMMARY OF MATERIAL MODIFICATIONS

The Savannah River Nuclear Solutions, LLC Defined Contribution Plan (the "Plan") has been amended to make certain changes as summarized below, effective January 1, 2019. This Summary of Material Modifications (SMM) is a supplement to the Summary Plan Description (SPD) for the Plan and modifies some of the information found in the SPD. Specifically, the Plan has been amended to make changes to the provisions allowing withdrawals from your Plan accounts while you are still employed, and administrative changes have been made related to distributions upon retirement, to streamline the process and add some additional flexibility for participants.

Please keep a copy of this SMM with your copy of the SPD. Please refer to your SPD for further information about the provisions of the Plan.

WITHDRAWALS FROM YOUR ACCOUNT

What's New

Effective January 1, 2019, the Plan has been amended to make some changes that allow you greater flexibility for in-service withdrawals, specifically:

- Expanding the Sources Available for In-Service Withdrawals: The Plan previously imposed certain restrictions on the amounts you could withdraw if you had not completed at least 60 months of participation in the Plan and the amount withdrawn had been in your account for fewer than 24 months (the "60-month/24-month rule"). Effective January 1, 2019, the rules have changed as follows:
    - If You Are Age 59½ or Older: If you age 59½ or older, you may take an in-service withdrawal of all vested contributions and earnings in your Plan accounts at any time. The 60-month/24-month rule no longer applies.
    - If You Are Under Age 59½: If you are under age 59½, you may take an in-service withdrawal of your Traditional After-Tax Contribution Account and your Rollover Account at any time. However, you may only take an in-service withdrawal of your Company Match Contributions if you have completed at least 60 months of participation in the Plan and the amount withdrawn has been in your account for at least 24 months. (This is a legal requirement if you are under age 59½.)
- Allowing Plan Contributions to Continue After a Withdrawal: The Plan previously required that Before-Tax Contributions, Traditional After-Tax Contributions, and Roth After-Tax Contributions (including Catch-up Contributions) (referred to together as "Salary Deferral Contributions") be suspended for at least six months following a hardship withdrawal. The Plan also previously required that Company Match Contributions be suspended for six months following any type of in-service withdrawal. Effective January 1, 2019, you may continue making Salary Deferral Contributions and receiving Company Match Contributions following any type of in-service withdrawal. In other words, the suspension requirement has been removed.
- Removing the Requirement to Take a Loan Before a Hardship Withdrawal: The Plan previously required that you take any available loan under the Plan before taking a hardship withdrawal. Effective January 1, 2019, this requirement has been eliminated. This means you will not be required to take a loan from the Plan before taking a hardship withdrawal. However, you must still take any other withdrawals available to you before taking a hardship withdrawal, as required by law.
- Allowing Access to Earnings on Before-Tax Contributions on Account of Hardship: The Plan did not previously allow post-January 1, 1989 investment earnings to be taken as part of a hardship withdrawal. Effective January 1, 2019, you may take investment earnings as part of a hardship withdrawal.
- Adding a New Hardship Withdrawal Reason: The Plan has been amended to add a new hardship withdrawal reason not previously available. Effective as soon as administratively feasible on or after January 1, 2019, expenses and

losses occurred on account of certain disasters declared by Federal Emergency Management Agency (FEMA) will constitute a hardship.

In light of these changes, the following explains the Plan's in-service withdrawal provisions in greater detail.

Withdrawals During Employment (In-Service Withdrawals)

While the primary purpose of the Plan is to help you prepare for a financially secure retirement, you have access to money in your accounts through the Plan's in-service withdrawal provisions. Due to the many tax advantages associated with this type of savings plan, there are some limitations on withdrawals while you are employed. This section explains how and when you can withdraw from your accounts.

Amounts Available for Withdrawal

The amount you can withdraw depends on the amounts and types of contributions in your account.

- **Traditional After-Tax Contributions and Rollover Contributions:** You may withdraw the **full** amount of any Traditional After-Tax Contributions and Rollover Contributions you have made to the Plan (and any earnings on those contributions) at any age.
- **Before-Tax Contributions:** Because of favorable tax treatment of Before-Tax Contributions, under applicable law, you may only withdraw your Before-Tax Contributions (and any earnings on those contributions) if:
  - You are age 59½ or older, or
  - You experience an approved financial hardship, as described later in this section.
- **Roth After-Tax 401(k) Contributions:** Because of the favorable tax treatment of Roth After-Tax Contributions, under applicable law, you may only withdraw your Roth After-Tax Contributions (and any earnings on those contributions) if you are age 59½ or older.
- **Company Match Contributions:** Under applicable law, you may only withdraw the **vested** portion of your Company Match Contributions (and any earnings on those contributions) if:
  - You are age 59½ or older, or
  - You have completed at least 60 months of participation in the Plan and the amount you are withdrawing has been in your Plan account for at least 24 months.

Withdrawing Traditional After-Tax Contributions, Rollover Contributions, and Company Match Contributions (Available at Any Age)

Each year you can request up to three withdrawals (exclusive of hardship withdrawals) from your Traditional After-Tax Contributions Account, Rollover Contributions Account, and vested Company Match Contributions Account, if you are eligible based on the rules described above.

To determine the amount, you have available for withdrawal and to request a withdrawal, contact the Transamerica Service Center for SIP (866)288-3257. As mentioned above, if you are under age 59½, you may only take an in-service withdrawal of your Company Match Contributions if you have completed at least 60 months of participation in the Plan and the amount withdrawn has been in your account for at least 24 months.

A Pay advice is attached to the check confirming the specifics of your withdrawal. Please review the advice and report any discrepancies to the Plan Service Center immediately. The withdrawal is taken pro-rata from the investment funds within each of your different contribution source accounts.

The funds will be withdrawn from the different contribution source accounts in the following order; (1) Pre-1987 Traditional After-Tax Contributions Account, (2) Post-1986 Traditional After-Tax Contributions Account, (3) After-Tax Rollover Contributions Account, (4) Before-Tax Rollover Contributions Account, (5) vested Company Match Contributions Account and (6) Roth After-Tax Rollover Contributions Account.

Any portion of your withdrawal that is **taxable** will be subject to federal income, state income and local income taxes. See "Mandatory Withholding Taxes" below for information about income tax withholding.

Withdrawing Before-Tax Contributions and Roth After-Tax Contributions (Available Only at Age 59½ or Older)

Once you reach age 59½, in addition to the Contributions you may withdraw at any age listed in the preceding section, you may withdraw Before-Tax Contributions, Roth After-Tax Contributions, and their earnings for any reason. The withdrawal is taken pro-rata from the investment funds within each of your different contribution source accounts.

The funds will be withdrawn from the different contribution source accounts in the following order; (1) Pre-1987 Traditional After-Tax Contributions Account, (2) Post-1986 Traditional After-Tax Contributions Account, (3) After-Tax Rollover Contributions Account, (4) Before-Tax Rollover Contributions Account, (5) vested Company Match Contributions Account, (6) Before-Tax Contributions Account, (7) Roth After-Tax Rollover contributions Account, and (8) Roth After-Tax Contributions Account. To request a withdrawal, contact the Plan Service Center. After requesting your withdrawal, you will have the opportunity to review and either accept or cancel your withdrawal.

Note that any earnings on Roth After-Tax Contributions are not taxable if (1) the distribution is made at least five taxable years after you first make Roth After-Tax Contributions to the Plan, and (2) the distribution occurs after your attainment of age 59½, death, or permanent and total disability.

See "Mandatory Withholding Taxes" below for information about income tax withholding.

Financial Hardship Withdrawals (Available at Any Age)

If you are under age 59½, you may withdraw your Before-Tax Contributions (as adjusted for any investment earnings) only in the event of an approved financial hardship. A financial hardship means you have an immediate and heavy financial need for money that is not available from other sources.

There are federal guidelines that must be followed to determine a financial hardship. Only the following reasons will be treated as qualifying financial hardship situations for purposes of taking a hardship withdrawal from the Plan:

- Uninsured medical expenses (described in Internal Revenue Code Section 213(d)) that have already been incurred by you, your spouse, your child (whether or not that child lives with you), your dependent, or your designated beneficiary, or expenses that have not already been incurred, but which must be prepaid in order to allow those persons to obtain medical treatment;
- Purchase of your principal residence (excluding mortgage or loan payments);
- Tuition related educational fees, and room and board expenses of post-secondary education for the next twelve months for you, your spouse, your children, your dependents, or your designated beneficiary, including graduate school and any approved trade or technical school;

- Payment to prevent your eviction from your principal residence, or foreclosure on the mortgage of your principal residence;
- Payment of burial or funeral expenses for your deceased parent, spouse, child, dependent, or your designated beneficiary;
- Expenses for the repair of damage to your principal residence that would qualify as a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of your adjusted gross income); and
- Expenses and losses (including loss of income) that you incur on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided your principal place of residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster. (This will be effective as soon as administratively feasible on or after January 1, 2019.)

You must represent in writing that the requested withdrawal is necessary to satisfy the financial need arising from a qualifying financial hardship as described above, because you do not have enough cash or other liquid assets to satisfy that need. Before taking a hardship withdrawal, you must obtain all withdrawals (other than hardship withdrawals) available to you under the Plan. Effective January 1, 2019, you are no longer required to take a loan from the Plan before taking a hardship withdrawal.

If your request for a financial hardship withdrawal is approved, you may withdraw funds from your Before-Tax Contributions, and effective January 1, 2019, any associated earnings on those Before-Tax Contributions. In any case, you can only withdraw enough money to satisfy the financial hardship. The withdrawal is taken pro-rata from the eligible investment funds within each of the accounts.

Before-Tax Contributions and their earnings withdrawn under a financial hardship may not be repaid to your account and are subject to federal income, state income; local income taxes and **early withdrawal tax penalties.** See “Mandatory Withholding Taxes” below for information about income tax withholding.

Hardship withdrawals do not count toward the three withdrawals maximum in a calendar year.

Suspensions

Before January 1, 2019, your Before-Tax, Traditional After-Tax, Roth After-Tax, and Catch-up Contributions to the Plan were required to be suspended for six months after receipt of a hardship distribution. Effective January 1, 2019, these contributions will no longer be suspended following a hardship withdrawal, if you continue to be eligible to make these contributions under the terms of the Plan.

Similarly, before January 1, 2019, unless certain conditions were met, your Company Match Contributions were suspended for six months following certain in-service withdrawals. Effective January 1, 2019, Company Match Contributions will no longer be suspended following a withdrawal, assuming you continue to qualify for these contributions under the terms of the Plan.

Withdrawals after Retirement

When you retire, you may not need to use the money from your Plan account. In that case, you can continue to defer taxation by deferring receipt of your distribution. You may defer payment up to April 1 of the calendar year following the year in which you reach age 70-1/2 or retire, if later. However, you must start receiving a Minimum Required Distribution at that time (as mandated by IRS).

If you have retired from the Company under the terms of the pension plan and defer the start of your benefits until a later date, you may request partial distributions from your Plan accounts (up to three partial distributions per Plan Year). You may also elect to receive either a total lump sum distribution or installment payments after you retire.

When you receive a withdrawal, a pay advice is attached to the check confirming the specifics of that withdrawal. Please review the advice and report any issues to the Plan Service Center immediately. The withdrawal is taken <u>pro-rata from the investment funds</u> within each of your different contribution source accounts.

If you elect to receive installment payments or a partial distribution, the funds will be withdrawn from the different contribution source accounts in the following order; (1) Pre-1987 Traditional After-Tax Contributions Account, (2) Post-1986 Traditional After-Tax Contributions Account, (3) After-Tax Rollover Contributions Account, (4) Before-Tax Rollover Contributions Account, (5) vested Company Match Contributions Account, (6) Before-Tax Contributions Account, (7) Qualified Non-Elective Company contribution, (8) Roth After-Tax Rollover contributions Account, and (9) Roth After-Tax Contributions Account.

Any portion of your withdrawal that is **taxable** will be subject to federal income, state income and local income taxes. See “Mandatory Withholding Taxes” below for information about income tax withholding.

Mandatory Withholding Taxes

When you make a rollover eligible withdrawal or receive a distribution, the Company is required under applicable law to automatically withhold 20% of the taxable portion for federal income taxes, unless the amount is directly rolled over to another employer’s eligible retirement plan or an Individual Retirement Account (IRA). You will also generally be responsible for an additional 10 percent early withdrawal penalty. If you wish to make a direct rollover, contact the Transamerica Service Center for SIP (866) 288-3257. Under applicable law, hardship withdrawals are not eligible for rollover.

The taxable portion includes any Before-Tax Contributions and their earnings, earnings on Traditional After-Tax Contributions, and the Company Match Contributions and earnings. Additionally, the earnings on Roth After-Tax Contributions are taxable <u>unless</u> (1) the distribution is made at least five taxable years after you first make Roth After-Tax Contributions to the Plan, <u>and</u> (2) the distribution occurs after your attainment of age 59½, death, or permanent and total disability.

The above information is meant for informational purposes only. Contact your own tax advisor or the IRS for information on your personal situation.

PLAN SPONSOR NAME: SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

EMPLOYER IDENTIFICATION NUMBER (EIN): 32-0255508, PN: 334