

**URS | CH2M OAK RIDGE LLC
HEALTH AND WELFARE BENEFIT PLAN**

Plan Document

Effective January 1, 2019

**URS | CH2M OAK RIDGE LLC
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ARTICLE I
BACKGROUND

1.01 Adoption and Purpose of Plan. Prior to January 1, 2019, the East Tennessee Technology Park Health and Welfare Benefit Plan (the "ETTP Plan"), formerly known as the Health and Welfare Benefit Plan for Employees of Bechtel Jacobs Company LLC and Select DOE Employers, was established by Bechtel Jacobs Company, LLC effective October 1, 1998. URS | CH2M OAK RIDGE LLC (hereinafter "UCOR") replaced Bechtel Jacobs Company LLC as the contracting entity effective August 1, 2011. The ETTP Plan was sponsored by UCOR and maintained for the exclusive benefit of eligible employees (and their respective eligible dependents) of the participating employers.

Effective as of January 1, 2019, the ETTP Plan was restructured to eliminate medical, dental, vision benefits for all eligible active employees, other than certain eligible active employees whose employment is subject to collective bargaining or eligible pre-age 65 retirees who remained eligible for such benefits on and after January 1, 2019.

UCOR hereby establishes this URS | CH2M OAK RIDGE LLC Health & Welfare Benefit Plan (the "UCOR Plan") to provide benefits for the eligible UCOR employees who will lose medical, dental, vision and flexible spending account coverage under the ETTP Plan and their eligible dependents.

The effective date of the UCOR Plan, as set forth herein, is January 1, 2019. The employee welfare benefits that are part of this UCOR Plan are identified in Appendix C of this UCOR Plan.

1.02 Applicability of the UCOR Plan. Except as otherwise provided herein, the provisions of the UCOR Plan as set forth herein are applicable only to persons who, on or after January 1, 2019, are eligible to participate under Article III hereof.

1.03 Legal Status. The UCOR Plan is an employee welfare benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

1.04 Cafeteria Plan. To comply with Section 125(g)(4) of the Code, the UCOR Plan provisions intended to conform to Section 125 of the Internal Revenue Code (including, without limitation, Article IV and Appendices A and B), apply only to Participants who are Employees of UCOR.

1.05 Incorporation of Supplemental Documents. The Supplemental Documents of the UCOR Plan are hereby incorporated into this document by reference to the extent such documents describe employee welfare benefits constituting a part of this UCOR Plan. The employee welfare benefits that are part of this UCOR Plan are identified in Appendix C of this UCOR Plan. Different versions of the Supplemental Documents may apply to different classifications of Employees. In such case, the version(s) of the Supplemental Documents applicable to such classification(s) of Employees shall control. In the event of any conflict between the provisions of any Supplemental Document and this document, the applicable Supplemental Document (or portions thereof) will control, unless specifically provided to the contrary or unless a contrary reading is warranted, in the

determination of the UCOR Plan Administrator, to conform to the clear intent of the UCOR Plan sponsor or to comply with applicable law.

1.06 Incorporation of Insurance Contracts. The Insurance Contracts used as vehicles for benefits under the UCOR Plan are hereby incorporated into this document by reference. In the event of any conflict between provisions of an Insurance Contract, on the one hand, and provisions of this document or any Supplemental Document, on the other hand, the Insurance Contract provisions will control.

ARTICLE II **DEFINITIONS**

Many Plan terms are defined in the Supplemental Documents, and as such, are incorporated herein by reference. The following terms shall have the following meanings, unless otherwise expressly provided herein or in the Supplemental Documents. The definition of any term in the singular shall also include the plural, whichever is appropriate in the context.

2.01 ACA¹ Full-Time Employee means an Employee for whom all of the following conditions are met for one or more calendar months during the Plan Year:

- (i) The Employee is not an Eligible Employee under Section 3.02(a)(i) – (iii) solely because he or she is neither a Full-Time Employee nor a Part-Time Employee; and
- (ii) The Employee is a “full-time employee” within the meaning of Code Section 4980H(c)(4) and applicable implementing regulations; and
- (iii) An offer of health coverage under the UCOR Plan is necessary, desirable or appropriate in order to avoid or minimize the imposition on the Employer of a penalty under subsection (a) or (b) of Code Section 4980H;

in each case as determined by the Employer in its sole discretion; provided, however, that the Employer shall, except as otherwise specifically determined by the UCOR Committee or as necessary to comply with applicable law:

- (A) use the “monthly measurement method” (within the meaning of IRS regulation implementing Code Section 4980H (“4980H Regulation”) in the determination of “full-time employee” status as described in (ii) above only to the extent use of such method is required (rather than permitted) under the 4980H Regulation; and
- (B) use the 12-month period beginning October 15 of each year as the “standard measurement period” within the meaning of 4980H Regulation; and

¹ “ACA” refers to the “Patient Protection and Affordable Care Act,” also known as the “Affordable Care Act” or “ACA,” and is the health care reform legislation passed by the 111th Congress and signed into law in March 2010.

- (C) use the Plan Year for the applicable “stability period” (within the meaning of 4980H Regulation) relative to the standard measurement period; and
- (D) use the 11-month period beginning with the first day of the calendar month following an Employee’s date of hire as the “initial measurement period” within the meaning of 4980H Regulation; and
- (E) relative to an Employee’s initial measurement period, use a 12-month stability period that begins no later than the last day of the first calendar month that begins on or after the first anniversary of the Employee’s date of hire.

The UCOR Plan Administrator has the sole discretion to adopt such additional or updated rules and methods as it deems desirable or appropriate.

2.02 Administrator or UCOR Plan Administrator has the meaning as set forth in Section 8.01 hereof.

2.03 Annual Enrollment Period means the enrollment period designated by the UCOR Plan Administrator each Plan Year (as set forth in the annual enrollment materials) during which Eligible Employees make their Benefit elections for the succeeding Plan Year.

2.04 Bargaining Unit Employee means an Employee represented by: (i) the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) at the East Tennessee Technology Park; or (ii) the Atomic, Trades and Labor Council (ATLC) at the Oak Ridge National Laboratory or Y-12 Plant.

2.05 Benefits means the various welfare benefits (as defined in ERISA) available under this UCOR Plan, as listed in Appendix C. The Supplemental Documents provide a detailed description of the UCOR Plan’s component Benefits. Notwithstanding the foregoing, expenses incurred for medicines or drugs may be Benefits only if the medicine or drug (i) requires a prescription, (ii) is available without a prescription (an over-the-counter medicine or drug) and the individual obtains a prescription, or (iii) is insulin.

2.06 Change in Status means any of the events described below, as well as any other events which the UCOR Plan Administrator (in its sole discretion) determines are permitted under subsequent changes to Code Section 125 or regulations issued under Code Section 125:

- (a) *Legal Marital Status*: A change in a Participant’s legal marital status, including marriage, death of a Spouse, divorce, legal separation or annulment;
- (b) *Change in Number of Dependents*: A change in the Participant’s number of Dependents, including the birth of a child, the adoption or placement for adoption of a Dependent, or the death of a Dependent;
- (c) *Change in Working Status*: Any change in working status of the Participant or the Participant’s Dependents that could affect benefit eligibility under a cafeteria plan, this UCOR Plan, or other employee benefit plan of the employer of the Participant or Dependents. Such events include any of the following changes for the

Participant or the Participant's Dependent: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid Leave of Absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit;

- (d) *Dependent Eligibility Requirements:* An event that causes a Participant's Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age; or
- (e) *Change in Residence:* A change in the place of residence of the Participant or the Participant's Dependent.

2.07 *Claim* means any request for Benefits made in accordance with Section 5.05 of this UCOR Plan.

2.08 *Claimant* means an Enrolled Person (or authorized representative) who has filed a Claim.

2.09 *Claims Fiduciary* means an individual or entity with the final discretionary authority to interpret the terms of the UCOR Plan, decide questions of fact, and determine whether a Claim is payable, in whole or in part, under the UCOR Plan.

2.10 *COBRA* means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.11 *COBRA Continuation Coverage* means the temporary continuation of coverage available pursuant to Article VI of this UCOR Plan, consistent with the requirements under Section 601 et seq. of ERISA and Code Section 4980B.

2.12 *Code* means the Internal Revenue Code of 1986, as amended.

2.13 *Compensation* means, except as otherwise set forth in the Supplemental Documents or applicable Plan procedures, the total remuneration paid to an Employee by the Employer in each Plan Year. The definition of Compensation may vary for purposes of the component Benefits, and the definition contained in each Benefit description shall control with regard to such Benefit. The UCOR Plan Administrator (in its sole discretion) may use a different Compensation determination date for each component Benefit provided hereunder.

2.14 *Compensation Reduction Agreement* means a voluntary written or electronic agreement whereby an Employee agrees that the amount of his or her premium, if any, for coverage in one or more Benefits under the UCOR Plan is deducted from the Employee's cash Compensation for the forthcoming Plan Year (or applicable portion thereof), as discussed in Section 4.03. Participants shall execute a Compensation Reduction Agreement at the time of enrollment in the UCOR Plan and as thereafter may be required by the UCOR Plan Administrator or under the Supplemental Documents. A Compensation Reduction Agreement may be executed by written or electronic means, or through an authorized benefits representative.

2.15 Continuation Coverage has the same meaning as COBRA Continuation Coverage as defined in Section 2.12.

2.16 Covered Employment means regular and permanent, full-time or part-time employment which is work performed under the DOE Contract.

For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent.

2.17 Dependent means:

- (a) The Participant's Spouse.
- (b) Participants' children who have not attained age twenty-six (26). For purposes of this "Dependent" definition, "child" means the Participant's: (i) natural born child, (ii) step child, (iii) legally adopted child (or placed with the Participant for adoption), and (iv) for medical, dental and vision benefits only, foster child placed with the Participant through a legally accredited agency or through the courts.
- (c) Participants' children who have attained age twenty-six (26) (or such other limiting age as set forth in paragraph (d) below) and satisfy the following conditions:
 - (1) were covered under the UCOR Plan immediately prior to attaining the limiting age; and
 - (2) become incapable, prior to attaining the limiting age, of self-support due to physical or mental disability ("Incapacity")

"Incapacity" means that the Dependent child has been determined by the Social Security Administration ("SSA") to be permanently disabled, as evidenced by a written correspondence from SSA. Dependent status under this paragraph (c) ends at the earliest to occur of (A) the date Incapacity ends or (B) failure to provide proof of Incapacity as requested from time to time.

- (d) For Participants who reside in the State of Louisiana and consistent with applicable state law, the Participant's grandchildren who are in the legal custody of and residing with the Participant and have not attained age twenty-six (26).
- (e) The definition of Dependent may further vary for purposes of the component Benefits, and the rules contained in each Benefit description in the Supplemental Documents, to the extent different from the description set forth above, shall control with regard to such Benefit.
- (f) Notwithstanding any provisions herein or in any Supplemental Document to the contrary, for purposes of funding coverage (whether in whole or in part) with pre-tax payroll deductions, Dependent means a tax dependent as defined in Section 152

of the Code, as modified by any modifying provisions (such as Section 105(b) of the Code).

2.18 *Disabled Individual* means an Employee or former Employee who is receiving disability income benefits pursuant to the terms of a short- or long-term disability program.

2.19 *DOE Contract* means the current contract between the U.S. Department of Energy and URS | CH2M OAK RIDGE LLC.

2.20 *Eligible Disabled Individual* means those individuals described in Section 3.03(a) hereof.

2.21 *Eligible Employee* means an Employee who is eligible to participate in the UCOR Plan pursuant to Section 3.02(a) of the UCOR Plan. Different Eligible Employees may be eligible for different Benefit options.

2.22 *Eligible Individual* means an Eligible Employee or an Eligible Disabled Individual, as applicable.

2.23 *Employee* means an individual who is classified by the Employer as an employee of the Employer. "Employee" does not include (A) any individual during any period he or she is not classified as an employee by the Employer, without regard to whether such an individual is subsequently determined to have been a common-law employee of the Employer during such period; nor (B) leased employees within the meaning of Code Section 414(n). For purposes of the term "Non-Bargaining Unit Employees," the term "Employee" shall also exclude casual employees. Casual employees are those clerical, professional or technical employees hired to work on a temporary replacement basis or for a limited period of time not to exceed 1000 hours in a calendar year. Notwithstanding the foregoing, the foregoing exclusions shall not apply to an employee of the Employer to the extent such exclusion, in the determination of the UCOR Plan Administrator, would directly or indirectly contribute to the imposition on the Employer of a penalty under subsection (a) and/or (b) of Code Section 4980H.

Notwithstanding the foregoing, an individual whose employment is subject to a construction labor agreement (CLA) shall only be eligible for employee assistance plan and business travel accident benefits.

2.24 *Employer* means URS | CH2M OAK RIDGE LLC.

2.25 *Enrolled Dependent* means an individual properly enrolled under the UCOR Plan as a Dependent of a Participant.

2.26 *Enrolled Person(s)* means a Participant and/or his or her Enrolled Dependent(s), whichever is applicable.

2.27 *ERISA* means the Employee Retirement Income Security Act of 1974, as amended.

2.28 *FMLA* means the Family and Medical Leave Act of 1993, as amended.

2.29 Full-Time Employee means a non-exempt or exempt permanent Employee who is scheduled to work at least 40 hours per week on a regular basis or at least 173.3 hours per month on a regular basis.

2.30 Grandfathered Employee has the meaning as set forth in the East Tennessee Technology Park Pension Plan for Grandfathered Employees.

2.31 HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

2.32 Initial Enrollment Period means, for each Eligible Individual, the first available enrollment period, as described herein and as may be further described in the Supplemental Documents or enrollment materials, during which the Eligible Individual can make his or her Benefit elections under the UCOR Plan.

2.33 Insurance Contract means an agreement between the Employer (or a trust for the UCOR Plan, if any) and an insurer wherein the Insurer agrees to provide Benefits pursuant to an insurance policy issued by the insurer to the Employer (or the trust, as applicable) in accordance with applicable state law in consideration for the payment of premiums.

2.34 Intern or Co-op means an Employee who is also a full-time student and meets all of the following conditions: (i) is enrolled in an accredited high school, college or university; (ii) is pursuing a degree or certificate program.

2.35 Leave of Absence means one of the following:

- (a) Workers' Compensation Leave of Absence - a leave of absence for medical reasons arising from the Employee's on-the-job accident, injury or illness.
- (b) Medical Leave of Absence - a leave of absence, approved by the Employer, for medical reasons arising from the Employee's accident, illness or injury other than a Workers' Compensation Leave of Absence.
- (c) Family Leave of Absence - a leave of absence in accordance with the provisions of FMLA or similar state law which is not preempted by FMLA.
- (d) Military Leave of Absence - a leave of absence due to service with the Uniformed Services of the United States, which service gives rise to reemployment rights under USERRA or other applicable law.
- (e) Personal Leave of Absence - a leave of absence, approved by the Employer, for non-medical or personal reasons, other than the types of absences described in subsections (a) - (d) above.

2.36 Non-Bargaining Unit Employee means an Employee who is not a Bargaining Unit Employee.

2.37 Non-Grandfathered Employee means an Employee who is not a Grandfathered Employee.

2.38 Participant means an Eligible Individual who has timely and properly completed (or is deemed to have so completed) the UCOR Plan's election procedures for becoming a Participant under the UCOR Plan.

2.39 Part-Time Employee means an Employee who is scheduled to work more than 20 percent, but less than 80 percent, of the regular work schedule on a regular or interim basis.

2.40 Plan Year means the twelve-month calendar period beginning on each January 1 and ending on the subsequent December 31.

2.41 Spouse means an individual who is a husband or a wife in a marriage (whether opposite-sex or same-sex) that was validly entered into in a domestic or foreign jurisdiction whose laws authorize the marriage of two individuals.

2.42 Staffing Plan Position means, for historical purposes, a regular and permanent, full- or part-time position identified on a Subcontractor's Staffing Plan, as approved by the Employer. For purposes of bargaining unit employees, the terms of the applicable collective bargaining agreement govern whether a position is considered regular and permanent.

2.43 Supplemental Documents mean those plan documents, Summary Plan Descriptions, certificates or other similar writings, whether or not listed with particularity in the UCOR Plan, which provide the terms and conditions of participation, coverage and benefits under the Benefits, or which the UCOR Plan Administrator, in its sole discretion, determines to be necessary or desirable for the efficient administration of any Benefit or other component of this UCOR Plan, such as procedures and policies adopted by the UCOR Plan Administrator regarding annual enrollment or other specific events. Different versions of the Supplemental Documents for any one or more Benefits may apply to different classifications of Eligible Individuals. In such case, the version(s) of the Supplemental Documents applicable to such classification(s) shall control. The Supplemental Documents are incorporated by reference and form an integral part of this UCOR Plan.

2.44 UCOR means URS | CH2M OAK RIDGE LLC.

2.45 UCOR Committee means the UCOR Benefits and Investments Committee or the UCOR Amendment Committee, as applicable.

2.46 UCOR Plan Administrator or Administrator has the meaning as set forth in Section 8.01 hereof.

2.47 USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.01 Eligibility and Commencement of Participation. Each Eligible Individual and his or her Dependents shall be eligible to participate in the UCOR Plan, and may commence such participation, all as and to the extent specified in Articles III and IV and the applicable Supplemental Documents.

3.02 Eligibility – Active Employees

(a) *Categories of Eligible Employees.* The following Employees shall be eligible to participate in some or all of the Benefits, subject to the conditions described in subsections (b) and (c):

- (i) All Full-Time and Part-Time Employees, other than Employees for whom the Employer is required by a collective bargaining agreement (or an appropriate related participation agreement) to make contributions to a multiemployer plan that offers, to individuals who satisfy the plan's eligibility conditions, medical coverage that is affordable (within the meaning of Code Section 36B(c)(2)(C)(i)) and provides minimum value (within the meaning of Code Section 36B(c)(2)(C)(ii)), and that offers coverage to those individuals' dependents.
- (ii) ACA Full-Time Employees. The Employer shall determine whether any of its Employees in Covered Employment are ACA Full-Time Employees. With respect to each such Employee determined to be an ACA Full-Time Employee, the Employer shall immediately notify the UCOR Plan Administrator (or its designee) in writing of such determination and of any subsequent determination that the ACA Full-Time Employee status no longer applies.

(b) *Types of Benefits Available*

- (i) *Full-Time Employees.* Eligible Employees who are Full-time Non-Bargaining Unit Employees shall be eligible for all Benefits and as otherwise provided in Section 1.04 hereof.
- (ii) *Part-Time Non-Bargaining Unit Employees.* Eligible Employees who are Part-time Employees and Non-Bargaining Unit Employees shall be eligible for the applicable Benefits listed in Appendix C, and as otherwise provided in Section 1.04 hereof.
- (iii) *Bargaining Unit Employees.* Eligible Employees who are Bargaining Unit Employees shall be eligible for all Benefits. *ACA Full-Time Employees.* Each Eligible Employee shall be eligible for medical Benefits for the duration of the period during which he or she is determined to be an ACA Full-Time Employee. Notwithstanding the foregoing, this Section 3.02(b)(iv) shall not apply to the extent the provisions of Code Section

4980H are repealed or otherwise modified to eliminate the possibility of any tax assessment for failure to offer medical coverage to ACA Full-Time Employees.

- (iv) *Interns/Co-op.* Eligible Employees who are Interns or co-ops of the Employer shall be eligible only for medical, employee assistance and business travel accident benefits.

(c) *Effective Date of Coverage.*

- (i) Benefit elections as part of the Initial Enrollment Period shall be effective as of the day the Employee becomes an Eligible Employee only if it was completed within 31 days of the first day of his or her Eligible Employee status.
- (ii) Benefit elections as part of an Annual Enrollment Period shall be effective as of the first day of the upcoming Plan Year only if it was completed on or before such date as the UCOR Plan Administrator shall specify, which date shall not be later than the first day of the upcoming Plan Year, and shall remain effective throughout the Plan Year unless earlier modified or terminated under the terms of the UCOR Plan.
- (iii) All Benefit elections and coverage under the UCOR Plan in accordance with such elections shall be subject to the additional conditions as set forth in this document and/or in the Supplemental Documents.

3.03 Eligibility – Disabled Individuals

(a) *Categories of Eligible Disabled Individuals.* The following individuals who are Disabled Individuals shall be eligible to participate in some or all of the Benefits, subject to the conditions described in subsections (b) and (c):

- (i) Each Employee or former Employee who was an Eligible Employee immediately prior to an illness or injury for which he or she is receiving Employer-sponsored short-term or long-term disability income benefits.
- (ii) Each Employee or former Employee who was an Eligible Employee immediately prior to an illness or injury for which he or she has timely applied for, and is awaiting approval (including approval upon appeal) of, Employer-sponsored short-term or long-term disability income benefits.

(b) *Types of Benefits Available*

- (i) **Short-Term Disability Status.** During the time that an Eligible Disabled Individual is receiving (or is awaiting approval of) Employer-sponsored short-term disability income benefits, he or she shall be eligible for medical, dental and vision Benefits.

- (ii) Long-Term Disability Status. Upon exhaustion of Employer-sponsored short-term disability income benefits, an Eligible Disabled Individual receiving (or is awaiting approval of) Employer-sponsored long-term disability income benefits shall be eligible for medical, dental and vision Benefits.

(c) *Effective Date of Coverage.*

- (i) Benefits described in Section 3.03(b), to the extent in effect for an Eligible Disabled Individual immediately prior to the illness or injury (as referenced in Section 3.03(a)) shall not terminate solely on account of his or her new status as an Eligible Disabled Individual.
- (ii) Any election made by an Eligible Disabled Individual to accept or decline Benefit coverage shall have the same effective date as accorded to similar elections made by Eligible Employees.
- (iii) Benefit coverage for an Eligible Disabled Individual is subject to his or her timely payment of any required contributions for such coverage, as well as other conditions as set forth in Section 3.07 and in the Supplemental Documents.

3.04 Eligibility – Dependents

(a) An Eligible Employee or an Eligible Disabled Individual may enroll his or her Dependents in some or all of the Benefits, subject to the conditions set forth in this Section 3.04.

(b) *Types of Benefit Programs Available*

- (i) Dependents of Eligible Employees shall be eligible for medical, dental and vision Benefits.
- (ii) Dependents of an Eligible Disabled Individual who, immediately prior to the illness or injury (as referenced in Section 3.03(a)), was employed by the Employer shall be eligible for medical, dental and vision Benefits.

(c) *Effective Date of Coverage.* An Eligible Employee or an Eligible Disabled Individual may enroll his or her Dependent during the Initial Enrollment Period, an Annual Enrollment Period, or during such other times as set forth in Article IV or in similar Employer-sponsored cafeteria plan provisions in conformance with Code Section 125, as applicable. Except as otherwise provided in this document or in the Supplemental Documents (as applicable), coverage with respect to an Enrolled Dependent will begin on the same date that coverage begins for the Participant who elects such Dependent coverage.

3.05 Reinstatement of Former Employee Participant. If a former Employee returns to active employment as an Eligible Employee, he or she will be reinstated as a Participant as provided in the Supplemental Documents. Except as otherwise provided in the Supplemental Documents, if participation is terminated and reinstated within a 30-day period occurring within the same Plan

Year, the reinstatement shall be in accordance with the individual's most recent elections and Compensation Reduction Agreement. If the individual is reinstated as an Eligible Employee after more than 30 days or in a subsequent Plan Year, he or she shall be entitled to make a new election and enter into a new Compensation Reduction Agreement.

3.06 Failure to Make Required Contributions.

(a) With respect to each Benefits coverage for which Participant contributions are required, such coverage will terminate in the event the Participant ceases to make required contributions; provided, however, that termination of such Benefits coverage will be effective as of the last day of the period for which the last contribution was made. Coverage is generally terminated if premiums are not paid, but unusual circumstances that are not in the normal course of business, as determined by the UCOR Plan Administrator in its sole discretion, will warrant a review by the UCOR Plan Administrator before coverage is terminated.

(b) Notwithstanding any other Plan provision (whether in this UCOR Plan document or in any Supplemental Document) to the contrary, in the event a Participant's (or his or her Dependent's) Benefits coverage under any group insurance contract is discontinued during a Furlough Period due to late or non-payment of premiums (whether by the Participant, the Employer, or others) or other reasons relating to a Furlough Period, such Participant's eligibility for such Benefits shall end no later than the last date of such insurance coverage, except to the extent otherwise required by law. Coverage is generally terminated if premiums are not paid, but unusual circumstances that are not in the normal course of business, as determined by the UCOR Plan Administrator in its sole discretion, will warrant a review by the UCOR Plan Administrator before coverage is terminated. For purposes of this Section 3.06(b), "Furlough Period" means a period of furlough implemented by the Employer due to failure by the Congress to pass legislation to fund the Federal government and the resulting shortage of operating funds available to the Employer.

(c) At the end of the Furlough Period, individuals who were Participants in the UCOR Plan at the beginning of the Furlough Period will be allowed to participate in the UCOR Plan in accordance with Section 3.08.

3.07 Termination of Participation.

(a) *Participants.* An individual will cease to be a Participant, and all Benefit coverage with respect to such individual will end, upon the earliest of the following events to occur:

- (i) The Participant ceases to be an Eligible Employee or an Eligible Disabled Individual; provided, however, that termination of Benefits providing medical, dental, or vision coverage, if on account of an individual's termination of employment, will not take effect until the end of the month in which such termination of employment occurs;
- (ii) Termination of the UCOR Plan or, with respect to each Benefits coverage, the date the Benefits coverage is terminated (e.g., termination or non-renewal of group insurance policy);

- (iii) The Participant fails to timely pay any required premium, as set forth in Section 3.06; or
- (iv) The Participant ceases to satisfy any additional conditions for participation as specified under any Supplemental Document.

(b) *Dependents.* Coverage of a Dependent will terminate upon the earliest of the following events to occur:

- (i) The Participant (of which the individual is a Dependent) ceases to be a Participant pursuant to Section 3.07(a);
- (ii) The Dependent ceases to qualify as a Dependent under this UCOR Plan; provided, however, that termination of medical coverage on account of a Dependent attaining age 26 will not take effect until the end of the month in which the individual attains age 26; or
- (iii) The Dependent ceases to satisfy any additional conditions for coverage as specified under any Supplemental Document.

3.08 *Reinstatement of Benefits.* If a Participant's coverage ceases (e.g., for non-payment of required contributions) during an approved Leave of Absence (including a Medical Leave of Absence, a Family Leave of Absence or a Military Leave of Absence), the individual will be permitted to elect to again participate in the UCOR Plan upon return from the Leave of Absence as and to the extent provided in the Supplemental Documents or the Employer's administrative practice, subject to any requirements under applicable law, including Section 125 of the Code, FMLA and/or USERRA.

ARTICLE IV
ELECTION PROCEDURES

The following provisions, together with the provisions of the applicable Supplemental Documents and other applicable Sections of this document, shall govern the terms, conditions, and administration of elections under the UCOR Plan by Eligible Employees.

4.01 Election Procedures.

(a) Eligible Employees

- (i) During the Initial Enrollment Period and during each Annual Enrollment Period, each Eligible Employee shall be provided with sufficient information, including worksheets and election forms as appropriate, by which he or she may enroll in the UCOR Plan, may enroll his or her eligible Dependents in the UCOR Plan, and may elect Benefits for the current Plan Year (in the case of Initial Enrollment Period) or the upcoming Plan Year (in the case of Annual Enrollment Period). Eligible Employees' enrollment in the UCOR Plan may be accomplished by completion of an on-line enrollment process, by enrollment with a customer service representative as may be specified in the enrollment materials, by utilization of a voice response unit or other comparable electronic communications device, or by other reasonable procedure, in each case as the UCOR Plan Administrator (or its designee) shall designate. Confirmation of Benefit election may be provided in written or in electronic format. Each election under this Section 4.01(a) may be modified by the Employer or the UCOR Plan Administrator to the extent required to enable the UCOR Plan, and payments thereunder, to satisfy the requirements of Code Section 125.
- (ii) Each Eligible Employee's Benefit election shall remain effective throughout the Plan Year unless earlier modified or terminated under the terms of the UCOR Plan. Any payroll deduction amount elected shall in no event exceed the Participant's costs of coverage with respect to the Benefits he or she has elected for him or herself and any Enrolled Dependents if applicable.
- (iii) Any Eligible Employee who fails to make a timely election during his or her Initial Enrollment Period will be provided only those Benefits, if any, for which automatic enrollment occurs in the absence of an election, as set forth in the Supplemental Documents.
- (iv) The UCOR Plan Administrator shall have the discretion, to the extent permitted under applicable law, to institute and uniformly administer policies that deem Participants, absent a timely and affirmative election by such Participants to the contrary, to have elected the same (or certain subset of) Benefits which they had elected for the prior Plan Year.

(b) The UCOR Plan Administrator shall have the discretion to (i) waive waiting periods for enrollment or coverage under the UCOR Plan for Eligible Employees who are transferred to the Employer from a related entity; and (ii) implement a negative or “automatic” enrollment process.

4.02 No Duplicate Coverage. No person shall be covered both as a Participant and a Dependent under the UCOR Plan and no person may be covered as a Dependent of more than one Participant under the UCOR Plan, except with respect to special accident insurance Benefits.

4.03 Payroll Deductions. Any portion of the Participant’s cost for Benefits shall, on the authority of his or her Compensation Reduction Agreement, be deducted from his or her periodic paychecks, on a before or after-tax basis, as applicable. Such deductions shall be made in approximately equal amounts from each periodic paycheck, determined by dividing the Participant’s annual cost of said Benefits by the Participant’s annual or remaining number of pay periods during the Plan Year, or by such other method as the UCOR Plan Administrator may deem practicable.

4.04 Revocation and Modification of Elections. A Participant shall not, during the course of a Plan Year, make any changes to the pre-tax contribution amount elected for the Plan Year except as provided herein and to the extent consistent with the permitted mid-year election change circumstances under Code Section 125 and regulations issued thereunder. The Administrator may establish the same or different procedures by which a Participant may revoke or modify after-tax Benefit elections.

(a) *Change in Status.* A Participant may change his or her actual or deemed election under this UCOR Plan upon the occurrence of a Change in Status, but only if such election change is made on account of and corresponds with a Change in Status which affects eligibility for coverage under the UCOR Plan or a plan of the Participant’s Dependent’s employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under an employer’s plan includes a Change in Status that results in an increase or decrease in the number of an Employee’s family members (i.e., Dependents) who may benefit from the coverage. The UCOR Plan Administrator (in its sole discretion) shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status.

In addition to the general consistency requirement, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

- (1) *Loss of Dependent Eligibility.* For a Change in Status involving a Participant’s divorce, annulment or legal separation from a Spouse, the death of a Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for the Spouse involved in the divorce, annulment, or legal separation, the deceased Dependent, or the Dependent that ceased to satisfy the eligibility requirements, respectively. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status.

- (2) *Gain of Coverage Eligibility under Another Employer's Plan.* For a Change in Status in which a Participant, a Participant's Dependent gains eligibility for coverage under another employer's cafeteria plan (or another employer's qualified benefit plan) as a result of a change in marital status or a change in working status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the other employer's plan. The UCOR Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the other employer's plan, unless Plan Administrator has reason to believe that the Participant's certification is incorrect.
- (3) *Special Consistency Rule for Dependent Care Reimbursement Account Program.* With respect to the Dependent Care Reimbursement Account Program benefit, a Participant may change or terminate his or her election only if (i) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an employer's plan; or (ii) the election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion available under Code Section 129.
- (b) *Special HIPAA Enrollment Rights.* If a Participant or a Participant's Dependent is entitled to special enrollment rights under a group health plan, as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including an election for Health Flexible Spending Account (FSA) provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise if:
- (1) A Participant or Dependent declined to enroll in group health plan coverage because he or she had other coverage and eligibility for such other coverage is subsequently lost as a result of: (i) loss of eligibility for the coverage (including as a result of legal separation, divorce, death, termination of employment, reduction in hours); (ii) exhaustion of the maximum COBRA period; or (iii) the other coverage was non-COBRA coverage and employer contributions for such coverage were terminated; or
- (2) A new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption. An election to add previously eligible Dependents as a result of the acquisition of a new Dependent shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).
- (c) *Certain Judgments, Decrees and Orders.* If a judgment, decree, or order (an "Order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) requires accident or health coverage (including an election for Health FSA) for a Participant's Dependent child (including a foster child who is a Dependent of the Participant), a Participant may (i) change his or her election to provide coverage

for the Dependent child (provided that the Order requires the Participant to provide coverage) or (ii) change his or her election to revoke coverage for the Dependent child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(d) *Medicare and Medicaid.* If a Participant or a Participant's Dependent who is enrolled in a health or accident benefit under this UCOR Plan becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may prospectively reduce or cancel the health or accident coverage (including an election for Health FSA) of the person becoming entitled to Medicare or Medicaid. Further, if a Participant or a Participant's Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the health or accident coverage (including an election for Health FSA) of the individual.

(e) *Change in Cost.* The following rules are not applicable to Health FSAs under the UCOR Plan. For purposes of this Section, "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide coverage for major medical are considered to be similar coverage. For purposes of this definition, a Health FSA is not similar coverage with respect to an accident or a health plan that is not a Health FSA. This Plan may, in the UCOR Plan Administrator's discretion, treat coverage by another employer, such as a Dependent's employer, as similar coverage.

- (1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing salary reductions or decreasing cash-out amounts, if applicable) to reflect insignificant increases in their required contribution for their Benefit(s) and decrease their elective contributions to reflect insignificant decreases in their required contribution. The UCOR Plan Administrator in its sole discretion on a uniform and consistent basis will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including, but not limited to, the dollar amount or percentage of the cost change. The UCOR Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.
- (2) *Significant Cost Increases.* If the UCOR Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit(s) significantly increases during a Plan Year, the Participant may (i) make a corresponding prospective increase in his or her elective contributions (by increasing salary reductions or decreasing cash-out amounts, if applicable), (ii) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit that provides similar coverage, or (iii) drop coverage prospectively if there is no other Benefit available that provides similar coverage. The UCOR Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, on a uniform and consistent basis, whether a cost increase is significant.

- (3) *Significant Cost Decreases.* If the UCOR Plan Administrator determines that the cost of any Benefit significantly decreases during a Plan Year, the UCOR Plan Administrator may permit the following election changes: (i) Participants who are enrolled in a Benefit other than the Benefit that has decreased in cost may change their election on a prospective basis to elect Benefit that has decreased in cost, and (ii) Employees who are otherwise eligible under Section 3.01 may elect the Benefit that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit. The UCOR Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance and on a uniform and consistent basis, whether a cost decrease is significant.
- (4) *Limitation on Change in Cost Provisions for Dependent Care Reimbursement Account.* The above "Change in Cost" provisions apply to Dependent Care Reimbursement Account only if the cost change is imposed by a dependent care provider who is not a relative of the employee. For this purpose, a "relative" is an individual who is related as described in Code Sections 152(a)(1) through (8), incorporating the rules of Code Sections 152(b)(1) and (2).
- (f) *Change in Coverage.* The following rules are not applicable to Health FSAs under the UCOR Plan. The definition of "similar coverage" under Section 4.04(e) also applies to this Section 4.04(f).
- (1) *Significant Curtailment.* If coverage is "significantly curtailed" (as defined in subsection (i) below) Participants may elect similar coverage. In addition, as set forth in subsection (ii) below, if the coverage curtailment results in a "Loss of Coverage" (as defined in subsection (iii) below) Participants may drop coverage if no similar coverage is available. The UCOR Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance, on a uniform and consistent basis, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.
- (i) *Significant Curtailment Without Loss of Coverage.* If the UCOR Plan Administrator determines that a Participant's coverage under a Benefit under this UCOR Plan (or the Participant's Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost sharing limit under an accident or health plan) during a Plan Year, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit that provides similar coverage. Coverage under a plan is deemed "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.
- (ii) *Significant Curtailment With a Loss of Coverage.* If the UCOR Plan Administrator determines that a Participant's Benefit under this UCOR Plan (or the Participant's Dependent's coverage under his or her employer's

plan) is significantly curtailed, and such curtailment results in a Loss of Coverage during a Plan Year, the Participant may revoke his or her election for the affected coverage, and may either prospectively elect coverage under another Benefit that provides similar coverage, or drop coverage if no other Benefit providing similar coverage is available.

- (iii) For purposes of this Section, a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit, coverage ceasing to be available where the Participant, or Participant's Dependent resides, or a Participant or Dependent losing all coverage under the Benefit by reason of an annual limitation). In addition, the UCOR Plan Administrator, in its discretion, may treat the following as a Loss of Coverage:
- a. a substantial decrease in the medical care providers available under the Benefit (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in a preferred provider network);
 - b. a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or the Participant's Dependent is currently in a course of treatment; or
 - c. any other similar fundamental loss of coverage.

(2) *Addition or Significant Improvement of a Benefit.* If during a Plan Year the UCOR Plan adds a new Benefit or significantly improves an existing Benefit, the UCOR Plan Administrator may permit the following election changes: (i) Participants who are enrolled in a Benefit other than the newly added or significantly improved Benefit may change their election on a prospective basis to elect the newly added or significantly improved Benefit, and (ii) Employees who are otherwise eligible under Section 3.01 may elect the newly added or significantly improved Benefit on a prospective basis, subject to the terms and limitations of the Benefit. The UCOR Plan Administrator (in its sole discretion) will decide, in accordance with prevailing IRS guidance and on a uniform and consistent basis, whether there has been an addition or a significant improvement of a Benefit.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change his or her election to add group health coverage for the Participant or the Participant's Dependent, if such individual(s) will lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(4)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit(s).

- (4) ***Change in Coverage Under Another Employer Plan.*** A Participant may make a prospective election change that is on account of and corresponds with a change made under another employer plan, so long as: (i) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (ii) the UCOR Plan permits Participants to make an election for a Plan Year which is different from the plan year under the other cafeteria plan or qualified benefits plan. The UCOR Plan Administrator shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a change made under the other employer plan.

Any change in an election affecting annual Plan Contributions to the Health Care or Dependent Care Reimbursement Account Programs pursuant to this Section also will change the maximum reimbursement Benefits for the period of coverage remaining in the Plan Year. Such maximum reimbursement Benefits for the period of coverage following an election change shall be calculated by adding the balance (if any) remaining in each of the Participant's Spending Accounts as of the end of the portion of the Plan Year immediately preceding the change in election, to the total Plan contributions scheduled to be made by the Participant during the remainder of such Plan Year to such Account(s).

An Employee who is eligible to become a Participant but declined to become a Participant during the Initial Enrollment Period may become a Participant and submit a Salary Reduction Agreement within 30 days following the occurrence of an event described in this Section 4.04, but only if the election under the new Salary Reduction Agreement is made on account of and corresponds with the event (as described above). A Participant otherwise entitled to make a new election under this Section must do so within 30 days following the date of the event (e.g., Change in Status, significant change in cost or coverage, Medicare or Medicaid eligibility, special enrollment right or judgment, decree, or order). Elections made pursuant to this Section shall be effective prospectively (except for the retroactively effective election described in Section 4.04(b)(2)) for the balance of the Plan Year in which the election is made unless a subsequent event (described above) allows a further election change.

4.05 *No Compensation Deferral and No Carryover of Unused Pre-Tax Benefits.* Except as specifically permitted under the Grace Period provisions of Appendix A and B hereto, no Benefit under the UCOR Plan shall be paid in any manner that defers the receipt of Compensation beyond the last day of the Plan Year, and no Participant shall be entitled to carry over any unused Pre-Tax Benefits to the succeeding Plan Year or to reallocate the unused portion to any other Benefit. No Enrolled Person shall be entitled to receive any unused Pre-Tax Benefits in the form of cash.

4.06 *Children's Health Insurance Program Reauthorization Act of 2009.* An Eligible Employee or his or her Dependent who is not enrolled in the UCOR Plan's medical Benefits may qualify for mid-year enrollment in such coverage if either of the following applies:

- (a) The Eligible Employee (or the Eligible Employee's Dependent) is covered under a Medicaid plan (under title XIX of the Social Security Act) or under a State child health plan (under title XXI of the Social Security Act and known as CHIP) and such coverage is terminated as a result of loss of eligibility for such coverage; or

(b) Medicaid or CHIP determines that the Eligible Employee (or the Eligible Employee's Dependent) is eligible to receive a subsidy payment from Medicaid or CHIP with regard to premium contributions for medical coverage under the UCOR Plan.

For purposes of this Section 4.06, mid-year enrollment must take place not later than: (i) in case of termination of Medicaid or CHIP coverage, 60 days after the date of termination of Medicaid or CHIP coverage; and (ii) in case of Medicaid or CHIP determination of subsidy eligibility, 60 days after the date of eligibility determination by Medicaid or CHIP. Notwithstanding the foregoing, this Section 4.06 shall not apply with regard to the Health Care FSA Program under the UCOR Plan except to the extent required by law.

4.07 *Nondiscrimination Requirements.* If the Administrator determines, before or during any Plan Year, that the UCOR Plan may fail to satisfy for such Plan Year any nondiscrimination requirement imposed by the Code, the Administrator shall take such action as it deems appropriate, under rules uniformly applicable to similarly situated Participants to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by "highly compensated employees" or "key employees" without their consent.

ARTICLE V
BENEFITS AND CLAIMS

The following provisions, together with the provisions in the applicable Supplemental Documents and other applicable Sections of this document, shall govern the availability, terms, conditions, and administration of Benefits.

5.01 *Benefits Available.* The available Benefits, and applicable terms, conditions, limitations or restrictions relating to such Benefits, shall be as set forth in the Supplemental Documents subject to any conditions or restrictions imposed by the insurance company(ies) (if applicable) providing such Benefits. Each Participant may choose, by means of an election and a Compensation Reduction Agreement made in accordance with Article IV to reduce the amount of his or her Compensation, and to have such amount applied by the Employer toward the cost of providing one or more available Benefits as selected by the Participant. Attached hereto, as Appendix C, is a list of the Benefits available under the UCOR Plan.

5.02 *Insurance Contracts.* The Employer has full discretion to provide some or all of the Benefits under the UCOR Plan by the purchase of one or more insurance contracts. To the extent there is any conflict between the terms of this UCOR Plan or the Supplemental Documents and the insurance documents with regard to Benefits, the insurance documents shall govern. The Employer does not guarantee Benefits payable or intended to be payable under an insurance contract, and the provision of insured Benefits will be the exclusive responsibility of the applicable insurance company. In the event the Employer ceases to pay premiums on an insurance contract, the Benefit relating to that insurance contract will terminate automatically, without further action by the Employer, as of the close of the last period for which the premium was paid in full or, if later, the last date for which the Benefit is provided by the insurance company.

5.03 *Benefit Costs.*

(a) The amount and timing of any contributions to be made by the Employer toward the cost of Benefits and administrative expenses of the UCOR Plan shall be determined by the Employer.

(b) For each Plan Year, the cost to Participants of each Benefit and, if applicable, of each level of coverage within such Benefit, shall be determined by the Employer, in its sole discretion, and shall be set forth in the enrollment materials that are distributed to each Eligible Employee prior to the applicable enrollment period.

5.04 *Cancellation of Benefits for Failure to Pay Required Contributions.* Upon an Enrolled Person's failure to timely pay his or her required share of the cost of Benefits selected, through payroll adjustment or otherwise, such coverage shall be canceled as described in Section 3.06. The Enrolled Person shall not be entitled to reimbursement of any Claims for expenses incurred after the effective date of such cancellation for nonpayment.

5.05 *Claims.* Except as otherwise specifically provided in the Supplemental Documents:

(a) Claims payments with respect to Benefits under this UCOR Plan shall be made only with respect to expenses incurred on or after the date an individual first becomes an Enrolled

Person hereunder for such Benefits, and before the date the Enrolled Person ceases to be eligible for such Benefits. An expense with respect to a Benefit shall be deemed incurred when the Enrolled Person is provided with the service which gives rise to the expense, not when the Enrolled Person is billed or charged for the service.

(b) All Claims under the UCOR Plan shall be made, processed, adjudicated and, if appropriate, paid in accordance with the terms and conditions of the Supplemental Documents and applicable program, insurance contract or other document that set forth the terms regarding such procedures for the relevant Benefit. With respect to any self-funded Benefits provided under this UCOR Plan, the payee's failure to cash a Benefit check (whether due to an inability to locate the whereabouts of such person after reasonable efforts have been made or for other reasons) shall result in a forfeiture of such payment to the UCOR Plan upon the later of (i) the stale date indicated on the Benefit check or (ii) one year anniversary of issuance of such payment.

(c) Except to the extent otherwise provided in the Supplemental Documents or Appendices hereto, an Enrolled Person or other claimant shall be entitled to reimbursement or payment only if he (or his assignee, beneficiary or estate, as applicable) applies for such reimbursement or payment on or before the date which is twelve (12) months following the date the Claim with respect to such Benefit was incurred.

(d) Except to the extent otherwise provided in the Supplemental Documents or Appendices hereto, any suit for benefits must be brought within twelve (12) months after the date on which all administrative remedies under the UCOR Plan have been exhausted. Notwithstanding any other provision herein, any suit for benefits must be brought within twenty-four (24) months after the date the service or treatment was rendered.

5.06 *Reimbursement Agreement; Subrogation*

(a) The UCOR Plan Administrator reserves the right to seek reimbursement from Participants of amounts paid to Participants under the UCOR Plan by third-parties as described in this Section 5.06, in whole or in part (after taking into consideration all the expenses and attorney fees, if any, paid by the Participant), and in its sole discretion. If an Enrolled Person receives or becomes eligible to receive any medical, dental or disability Benefit (a "Reimbursable Benefit") arising from an accident, injury or illness for which the Enrolled Person may assert, or has asserted, any claim or rights to recovery against a third party or parties (including the insurer of such party providing any medical expense coverage or liability coverage including, but not limited to, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers compensation coverage, no-fault automobile insurance coverage, or any first party insurance coverage) (collectively, a "Responsible Party"), then any payments by this UCOR Plan with respect to such Reimbursable Benefit is and shall be made on the condition that this UCOR Plan may, at the UCOR Plan Administrator's discretion, be reimbursed by the Enrolled Person, to the extent of any amount or amounts received or receivable from or with respect to the Responsible Party, whether by way of suit, judgment, settlement, compromise or otherwise and without regard to how the amount received is characterized. The UCOR Plan Administrator, in its sole discretion, may determine to reduce the reimbursed amounts to the UCOR Plan by attorneys' fees and other expenses paid by the Participant, as it deems equitable. By accepting any Reimbursable Benefit, the Enrolled Person agrees that if he or she

receives any payment from any Responsible Party as a result of an accident, injury or illness, he or she will serve as a constructive trustee over the funds that constitute such payment, in the amount of the Reimbursable Benefit paid by the UCOR Plan, until the UCOR Plan Administrator notifies the Participant that no reimbursement or a partial reimbursement to the UCOR Plan will be sought for such funds. Failure to hold such funds in trust shall be deemed a breach of the Enrolled Persons' fiduciary duty to the UCOR Plan.

(b) The "make whole doctrine" arising under federal common law and under state law does not apply to the UCOR Plan's reimbursement or subrogation rights. The UCOR Plan retains its reimbursement and subrogation rights described herein, in whole or in part and in the sole discretion of the UCOR Plan Administrator, regardless of whether the Enrolled Person's receipt of payment from other sources fully reimburses the Enrolled Person or whether the Enrolled Person has been "made whole." The UCOR Plan's reimbursement and subrogation rights apply to the fullest extent permitted by law, to the full amount the Enrolled Person receives (unreduced by attorneys' fees and other expenses) or to a partial amount the Enrolled Person receives (including a reduction for attorneys' fees and other expenses), at the UCOR Plan Administrator's sole discretion. The UCOR Plan may not share in the cost of the Enrolled Person's recovery.

(c) The Enrolled Person (or the Participant, if the Enrolled Person is a minor) may be obligated to sign a reimbursement agreement, as prescribed by the UCOR Plan Administrator (or its designee), as a condition for the payment of certain Benefits under this UCOR Plan; provided, however, that failure by Plan to obtain a signed reimbursement agreement shall not effect or imply any loss or diminution of the UCOR Plan's rights under this Section 5.06. All Enrolled Persons shall be obligated to cooperate with the UCOR Plan in its efforts to enforce its reimbursement rights in whole or in part (including notifying the UCOR Plan Administrator (or its designee) in writing of any action by the Enrolled Person to recover damages from a Responsible Party and any of recovery therefrom), and to refrain from any actions which interfere with those rights. The UCOR Plan shall have the right to take all appropriate actions necessary to enforce its reimbursement rights, in whole or in part, in the event that an Enrolled Person refuses to sign a reimbursement agreement, refuses to reimburse this UCOR Plan in accordance with the UCOR Plan's reimbursement rights as determined by the UCOR Plan Administrator in its sole discretion, fails to cooperate with the UCOR Plan in its efforts to enforce its rights under this Section 5.06, or takes any other action inconsistent with the UCOR Plan's reimbursement rights. In such situations, the UCOR Plan's options shall include, without limitation, the right in appropriate cases to deny Benefits, to institute legal actions to recover sums wrongfully withheld or to obtain other relief, and/or to offset wrongfully withheld sums against future Benefit payments otherwise owed the Enrolled Person. The UCOR Plan may pay legal fees and such other fees as may be necessary in the sole judgment of the Administrator in order to protect the UCOR Plan's reimbursement interests.

(d) In the UCOR Plan Administrator's sole discretion, the UCOR Plan may be subrogated to all claims, demands, actions and rights of recovery of the Enrolled Person against a third party or parties to the extent of any and all payments made by the UCOR Plan, and the reimbursement agreement shall so provide.

(e) In the UCOR Plan Administrator's sole discretion, the UCOR Plan may automatically have a lien against the proceeds of any recovery by an Enrolled Person and against

future benefits due under the UCOR Plan in the amount of any Reimbursable Benefits paid by the UCOR Plan, in whole or in part, as described in paragraph (a) above. The lien shall attach as soon as any Responsible Party agrees to pay any money to or on behalf any Enrolled Person that could be subject to the UCOR Plan's right of recovery when received by the Enrolled Person. The lien may be imposed upon any recovery whether by settlement, judgment, arbitration award or otherwise, including from any insurance coverage, related to treatment for any illness, injury or condition for which the UCOR Plan paid Reimbursable Benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of Reimbursable Benefits paid by the UCOR Plan. If the Enrolled Person fails to repay the UCOR Plan from the proceeds of any recovery, in whole or in part in the UCOR Plan Administrator's sole discretion, the UCOR Plan Administrator may satisfy the lien, in whole or in part, at its sole discretion, by deducting the amount from future claims otherwise payable under the UCOR Plan.

5.07 *Claims Procedure, Appeal of Benefit Denials and Voluntary External Review.* The process by which a Claim for Benefits shall be handled by the UCOR Plan Administrator (or its designee) and the process by which a Participant may appeal the denial of a Claim for Benefits are set forth in the Supplemental Documents (as defined in Section 2.45) and incorporated herein by reference. Insurance carriers (and other entities, such as claims administrators) may serve as the Claims Fiduciary with regard to certain Benefits.

ARTICLE VI
COBRA CONTINUATION COVERAGE

The following provisions shall be applicable (i) only to the extent the UCOR Plan is a group health plan (as defined by Code Sections 4980B and 5000(b)(1) and the regulations promulgated thereunder) subject to COBRA and (ii) only to the extent the Supplemental Documents and the applicable Insurance Contract(s) (if any) do not contain applicable COBRA provisions. The intent of this Article is to extend continuation rights required by COBRA. This Article operates in conjunction with the terms of the applicable Supplemental Documents incorporated herein by reference to provide the UCOR Plan's COBRA continuation rights and obligations.

6.01 Continuation Coverage. Each Enrolled Person who is a "qualified beneficiary" as a result of a "qualifying event" shall be entitled to elect, within the "election period," Continuation Coverage under the UCOR Plan. The terms "qualified beneficiary," "qualifying event" and "election period" shall have the same meanings as those provided in Code Section 4980B and Title I, Subtitle B, Part 6 of ERISA, as amended from time to time. For purposes of clarity, and as provided in Treas. Reg. 54.4980B-7 Q&A-7, the duration of any extended coverage provided without regard to this Article VI (for example, as a result of state or local law, the Uniformed Services Employment and Reemployment Rights Act of 1994, industry practice, severance agreement, or Plan procedure) shall not extend the maximum COBRA Continuation Coverage period under this Article VI, but will be included in the total duration of COBRA Continuation Coverage available to the qualified beneficiary, except to the extent otherwise required by law.

6.02 Contribution Requirements. The UCOR Plan shall require payment of contributions during the period of Continuation Coverage up to the maximum contribution amount permitted under Code Section 4980B(f) and Title I, Subtitle B, Part 6 of ERISA for such Continuation Coverage. Such contribution shall be periodically determined by the UCOR Plan Administrator and communicated to the qualified beneficiary.

6.03 Notice Requirements. The UCOR Plan and the Employer shall provide notice regarding Continuation Coverage as they may be required to provide under Code Section 4980B and Title I, Subtitle B, Part 6 of ERISA, as amended from time to time.

6.04 Election. Except as otherwise specified in the election, an election to receive Continuation Coverage by an Enrolled Person who is the Participant or Participant's Spouse shall be deemed to include an election for Continuation Coverage on behalf of any other qualified beneficiary who would lose coverage under the UCOR Plan by reason of the qualifying event giving rise to the election. However, a qualified beneficiary may not decline coverage for any other qualified beneficiary other than a minor child of the qualified beneficiary.

ARTICLE VII
AMENDMENT AND TERMINATION OF PLAN

The following provisions, together with other applicable Sections of this document, shall govern the terms and conditions under which the UCOR Plan may be amended or terminated, in whole or in part.

7.01 Amendment or Termination of Plan.

(a) The Employer shall maintain and participate in the UCOR Amendment Committee. The UCOR Amendment Committee may amend in writing any part of all of the UCOR Plan. The UCOR Amendment Committee shall be comprised of members appointed as follows: the President and Project Manager of Employer (or his or her designee) shall have the authority to appoint six representatives.

The UCOR Amendment Committee shall hold meetings to the extent necessary to effect the duties described in this Article VII, upon such notice, at such place and at such time as it may from time to time determine, in person or by telephone or electronic means. When deemed necessary by the Chair of the UCOR Amendment Committee, the Chair may present issues to the UCOR Amendment Committee by email or similar means without a formal meeting and the UCOR Amendment Committee may vote on such issue by email or similar electronic means.

The President and Project Manager of Employer (or his or her designee) shall appoint the Chair of the UCOR Amendment Committee. An amendment to this UCOR Plan shall be deemed adopted (i) when a majority of the members of the UCOR Amendment Committee in attendance approve such amendment as part of a meeting; or (ii) when a meeting is not held, by a majority approval of all members of the UCOR Amendment Committee. An amendment to the UCOR Plan shall be evidenced by a signature of an authorized member of the UCOR Amendment Committee.

The Board of Managers of the Employer, the President and Project Manager of the Employer, or their respective delegate may amend in writing any contract providing benefits with the agreement of the insurance company(ies), at any time or from time to time. The Board of Managers of the Employer, the President and Project Manager of the Employer, or their respective delegate may also remove or change any insurance company at any time and from time to time. The Board of Managers of the Employer, the President and Project Manager of the Employer, or any of their respective designees, shall have the authority to amend the UCOR Plan in any and all respects where such changes and amendments are necessary to assist with complying with provisions of applicable law, including avoiding or reducing excise taxes under the Affordable Care Act in Sections 4980H and 4980I of the Internal Revenue Code. The rights as set forth in this Section 7.01 shall not be subject to any collective bargaining agreement (or related negotiations) to which it is not a party.

(b) The Employer or its delegate may terminate or partially terminate the UCOR Plan, at any time, consistent with applicable law. The rights of the Employer as set forth in this Section 7.01 shall not be subject to any collective bargaining agreement (or related negotiations) to which it is not a party. Upon termination of the UCOR Plan, all elections relating to the UCOR Plan shall

terminate, and reimbursements and payments with respect to Benefits shall be made only with respect to Claims for expenses incurred on or prior to the date of the termination.

(c) The UCOR Plan and its assets (if any) shall not be used for purposes other than for the exclusive benefit of Employees or to defray reasonable expenses of administering the UCOR Plan, and no amendment shall divest any person of his accrued interest therein, except as may be required by the Internal Revenue Service or other governmental authority, or give any person any assignable or exchangeable interest or any right or thing of exchangeable value in advance of the time at which distribution is to be made to such person.

ARTICLE VIII
PLAN ADMINISTRATION

The following provisions, together with other applicable Sections of this document, govern the administration of the UCOR Plan.

8.01 Plan Administrator. The UCOR Plan Administrator shall be the UCOR Benefits and Investments Committee established by the Employer (the "UCOR Committee"). The UCOR Plan Administrator shall be a "named fiduciary" (other than a named fiduciary(ies) for Claims to the extent such authority has been delegated to one or more third parties) and "administrator" under ERISA with respect to this UCOR Plan and shall be responsible for, and have authority over, the UCOR Plan's general administration and operation. The Committee shall be comprised of members appointed as follows: the President and Project Manager of UCOR (or his or her designee) shall have the authority to appoint six representatives. The President and Project Manager of UCOR (or his or her designee) shall appoint the Chair of the UCOR Committee.

8.02 Power. The UCOR Plan Administrator shall establish procedures for the day to day administration of the UCOR Plan as in the opinion of the UCOR Committee are necessary or advisable to implement, administer, and interpret the UCOR Plan, or to transact its business. The UCOR Plan Administrator and its designated agents shall have the exclusive and absolute power, authority, and discretion to interpret the terms and conditions of the UCOR Plan and to decide all matters arising with respect to the UCOR Plan's administration and operation (including determination of facts). Any interpretations or decisions so made shall be conclusive and binding on all persons having an interest in or under the UCOR Plan, subject to the Claims procedures set forth in each respective coverage document. Such interpretations shall be applied in a uniform manner to all similarly situated Enrolled Persons.

The UCOR Plan Administrator may appoint and employ such persons as it may deem advisable and delegate its discretionary authority and any of its duties and responsibilities to such persons as it deems appropriate in carrying out the provisions of the UCOR Plan (with the exception of Plan amendments) to facilitate the day-to-day administration of the UCOR Plan, and unless the UCOR Committee provides otherwise, such a delegation will carry with it the full discretionary authority to accomplish the delegation. To the extent permitted by law, the UCOR Plan Administrator shall be fully protected by any action taken in reliance upon advice given by such persons and in reliance on tables, valuations, certificates, determinations, opinions and reports which are furnished by any accountant, counsel, claims administrator or other expert who is employed or engaged by the UCOR Plan Administrator.

The powers of the UCOR Committee as Plan Administrator include, but are not limited to, the following:

- (a) to make and enforce such rules as it shall deem necessary or proper for the efficient administration of the UCOR Plan,
- (b) to employ and appoint actuaries, attorneys, accountants, consultants, investment counselors, trustees, and other experts,

- (c) to perform any other necessary or proper functions in the operation of the UCOR Plan.

The UCOR Committee shall hold meetings to the extent necessary to effect the powers described above, upon such notice, at such place and at such time as it may from time to time determine, in person or by telephone or electronic means. When deemed necessary by the Chair of the UCOR Committee, the Chair may present issues to the UCOR Committee by email or similar means without a formal meeting and the UCOR Committee may vote on such issue by email or similar electronic means.

8.03 *Records.* The UCOR Plan Administrator shall keep or cause to be kept accurate and complete books and records with respect to the operations and administration of this UCOR Plan.

8.04 *Indemnification.* To the extent permitted by law, the Employer will indemnify and hold harmless Employer's employees, officers and members of the Board, and the members of the UCOR Committee, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, arising out of an alleged breach of duties related to the UCOR Plan, other than such liabilities, claims, costs and expenses as may result from the gross negligence or willful misconduct of such persons.

8.05 *Expenses of the UCOR Plan Administrator.* The UCOR Plan Administrator serves without compensation for services. As such, the Employer shall pay all reasonable expenses of the UCOR Plan Administrator. Expenses payable by the Employer may include any expenses incidental to the functions of the UCOR Plan Administrator, including, but not limited to, fees of legal counsel, accountants and other specialists. Certain expenses incurred in the day-to-day administration of the UCOR Plan may be paid from the assets, if any, of the UCOR Plan where appropriate and permissible under law.

8.06 *Allocation of Responsibility.* Except to the extent provided in Section 405 of ERISA, no fiduciary shall have any liability for a breach of fiduciary responsibility of another fiduciary with respect to the UCOR Plan.

ARTICLE IX
HIPAA PRIVACY AND SECURITY PROVISIONS

This Article IX applies to the UCOR Plan solely to the extent it provides the following Benefits under the UCOR Plan on a self-funded basis (rather than fully insured with no access to PHI): medical, dental, vision, health flexible spending accounts and any other Benefits to the extent deemed to be group health plan benefits under 45 C.F.R. §160.103, and shall not apply to non-health Benefits or Benefits that provide or pay for the cost of excepted benefits as listed in 42 U.S.C. §300gg 91(c)(1).

9.01 Definitions. As used in this Article IX, each of the following capitalized terms shall have the respective meaning given below:

“Breach Notification Rules” mean the provisions as set forth in 45 C.F.R. Part 164 Subpart D.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, as well as applicable provisions of the Health Insurance Technology for Economic and Clinical Health (HITECH) Act, as amended.

“Individual” means the person who is the subject of the Protected Health Information in connection with the UCOR Plan.

“Organized Health Care Arrangement” means the relationship of separate legal entities as defined in 45 C.F.R. Section 160.103.

“Privacy Notice” means the notice of the UCOR Plan’s privacy practices distributed to Plan participants in accordance with 45 C.F.R. Section 164.520, as amended from time to time.

“Privacy Rules” means the standards for Privacy of Individually Identifiable Health Information, as set forth in 45 C.F.R. Parts 160 and 164.

“Protected Health Information (PHI)” means individually identifiable health information, as defined in 45 C.F.R. Section 160.103.

“Security Incident” means an incident as defined in 45 C.F.R. Section 164.304.

“Security Rules” means the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Parts 160 and 164.

9.02 Use and Disclosure of Protected Health Information (PHI)

(a) **General.** The UCOR Plan will use PHI to the extent of and in accordance with the uses and disclosures permitted by HIPAA, including but not limited to health care treatment, payment for health care, health care operations and as required by law. The Privacy Notice will list the specific uses and disclosure of PHI that will be made by the UCOR Plan.

(b) Disclosure to Employer. The UCOR Plan will disclose PHI to the Employer only upon receipt of written certification from the Employer that the Employer agrees to implement the provisions in Section 9.03.

9.03 Conditions Imposed on Employer. Notwithstanding any provision of the UCOR Plan to the contrary, the Employer agrees:

(a) Not to use or disclose PHI other than as permitted or required by this Article IX or as required by law;

(b) To ensure that any agents to whom the Employer provides PHI received from the UCOR Plan agree to the same restrictions and conditions that apply to the Employer with respect to PHI received or created on behalf of the UCOR Plan and ensure that such individuals agree to implement reasonable and appropriate security measures to protect electronic PHI;

(c) Not to use or disclose an individual's PHI for employment-related purposes (including hiring, firing, promotion, assignment or scheduling) unless authorized by the Individual. Notwithstanding this subsection (c), the Employer may use enrollment, disenrollment and eligibility information as permitted by 45 C.F.R. Parts 160-164 to perform enrollment and disenrollment functions;

(d) Not to use or disclose an Individual's PHI in connection with any other non- health benefit program or employee benefit plan of the Employer unless authorized by the Individual;

(e) To report to the UCOR Plan any use or disclosure of PHI that is inconsistent with this Article IX or any Security Incident, of which it becomes aware. Security Incident includes reporting for both attempted and successful unauthorized access, use, disclosure, modification, and destruction of information, or interference with system operations in an information system containing electronic PHI. The Employer shall report the aggregate number of Security Incidents; *provided, however*, that for purposes of this reporting requirement, the term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI. These reports of any use or disclosure of PHI that is inconsistent with this Article IX or any Security Incident will be provided only as frequently as the UCOR Plan and the Employer mutually agree. For any successful unauthorized attempts to access, use, disclose, modify or destroy electronic PHI or interfere with systems in operations in an information system containing electronic PHI, the Employer shall report in writing any such use or disclosure to the UCOR Plan as soon as administratively possible;

(f) To provide Individuals with access to PHI in accordance with 45 C.F.R. §164.524;

(g) To make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. §164.526;

(h) To make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528;

(i) To make internal practices, books and records relating to the use and disclosure of PHI received from the UCOR Plan available to the Secretary of Health and Human Services for purposes of determining the UCOR Plan's compliance with HIPAA;

(j) If feasible, to return or destroy all PHI received from the UCOR Plan that the Employer maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes;

(k) To ensure adequate separation supported by reasonable and appropriate security measures is implemented between the UCOR Plan and the Employer as required by 45 C.F.R. §164.504(f)(2)(iii) and described in this Article IX; and

(l) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that the Employer creates, receives, maintains or transmits on behalf of the UCOR Plan.

9.04 *Designated Employees Who May Receive PHI.* In accordance with the Privacy Rules, Employee access to PHI is restricted to designated Employees who perform Plan administrative functions. Those Employees or class of Employees who have access to PHI are as follows (or their equivalents and successors within the Employer's workforce):

- (a) Privacy Official and Security Official;
- (b) Staff designated by the Privacy Official or Security Official;
- (c) Privacy contact persons and staff designated by such persons;
- (d) Benefits managers and directors, and benefits and administrative staff designated by benefits managers and directors;
- (e) Members of the Employer in-house legal staff;
- (f) Members of the Payroll, Information Technology, Accounting and Finance Departments working on matters relating to the UCOR Plan; and
- (g) Any additional Employees or classes of Employees listed as such in the UCOR Plan's HIPAA privacy policy.

9.05 *Restrictions on Employees with Access to PHI.* The Employees who have access to PHI may only use and disclose PHI for Plan administration functions that the Employer performs for the UCOR Plan, as set forth in the Privacy Notice, including but not limited to, quality assurance, claims processing, auditing, monitoring, and management of the UCOR Plan.

9.06 *Policies and Procedures.* The Employer shall have implemented policies and procedures setting forth operating rules to implement the provisions of this Article IX.

9.07 Organized Health Care Arrangement. It is intended that the UCOR Plan may form part of an Organized Health Care Arrangement.

9.08 Hybrid Entity Designation. The UCOR Plan Administrator intends the UCOR Plan to be a Hybrid Entity in accordance with 45 C.F.R. §164.504(b) and only those benefits that would be a covered health plan under 45 C.F.R. §160.103 (if set forth as a separate plan) will constitute the health care components of the UCOR Plan. Any benefit offered by the UCOR Plan that would not be a covered health plan under 45 C.F.R. §160.103 if provided through a separate plan is a non-health care component of the Hybrid Entity and is not subject to the Privacy Rules.

9.09 Privacy Official. The UCOR Plan shall designate a Privacy Official, who will be responsible for the UCOR Plan's compliance with the Privacy Rules. The Privacy Official may contract with or otherwise utilize the services of attorneys, accountants, brokers, consultants, or other third party experts as the Privacy Official deems necessary or advisable. In addition, and notwithstanding any provision of this UCOR Plan to the contrary, the Privacy Official shall have the authority to and be responsible for:

- (a) Accepting and verifying the accuracy and completeness of any certification provided by the Employer under this Article IX;
- (b) Transmitting the certification to any third parties as may be necessary to permit them to disclose PHI to the Employer;
- (c) Establishing and implementing policies and procedures with respect to PHI that are designed to ensure compliance by the UCOR Plan with the Privacy Rules;
- (d) Establishing and overseeing proper training of the UCOR Plan or the Employee personnel who will have access to PHI; and
- (e) Any other duty or responsibility that the Privacy Official, in his or her sole capacity, deems necessary or appropriate to comply with the Privacy Rules and the purposes of this Article IX.

9.10 Security Official. The UCOR Plan shall designate a Security Official, who will be for the UCOR Plan's compliance with the Security Rules and the Breach Notification Rules. The Security Official may contract with or otherwise utilize the services of attorneys, accountants, brokers, consultants, or other third party experts as the Security Official deems necessary or advisable. In addition and notwithstanding any provision of this UCOR Plan to the contrary, the Security Official shall have the authority to and be responsible for:

- (a) Accepting and verifying the accuracy and completeness of any certification provided by the Employer under this Article IX;
- (b) Transmitting the certification to any third parties as may be necessary to permit them to disclose electronic PHI to the Employer;

- (c) Establishing and implementing policies and procedures that are designed to ensure compliance by the UCOR Plan with the Security Rules and the Breach Notification Rules;
- (d) Establishing and overseeing proper training of the UCOR Plan, or Employer personnel who will have access to electronic PHI; and
- (e) Any other duty or responsibility that the Security Official, in his or her sole capacity, deems necessary or appropriate to comply with the Security Rules, the Breach Notification Rules and the purposes of this Article IX.

9.11 Noncompliance. The Employer shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions for personnel who do not comply with the provisions of this Article IX.

9.12 Interpretation and Limited Applicability. This Article IX serves the sole purpose of complying with the requirements of HIPAA and shall be interpreted and construed in a manner to effectuate this purpose. Neither this Article IX nor the duties, powers, responsibilities, and obligations listed herein shall be taken into account in determining the amount or nature of the Benefits provided to any person covered under this UCOR Plan, nor shall they inure to the benefit of any third parties. To the extent that any of the provisions of this Article IX are no longer required by HIPAA, they shall be deemed deleted and shall have no further force or effect.

9.13 Services Performed for the Employer. Notwithstanding any other provision of this UCOR Plan to the contrary, all services performed by a business associate of the UCOR Plan in accordance with the applicable service agreement shall be deemed performed for or on behalf of the UCOR Plan, except services that relate to Benefit eligibility and/or enrollment. If a business associate of the UCOR Plan performs any services that relate to Benefit eligibility and/or enrollment, these services shall be deemed to be performed on behalf of the Employer in its capacity as Plan sponsor and not for or on behalf of the UCOR Plan, except to the extent otherwise required by law.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.01 *Plan Is Not an Employment Contract.* This Plan is not a contract of employment, and neither the UCOR Plan nor the payment of any Benefits will be construed as giving to any person any legal or equitable right to employment by the Employer. Nothing herein shall be construed to interfere with the right of the Employer to discharge, with or without cause, any Employee at any time.

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

10.03 *Assignment.* If applicable, an Enrolled Person may authorize the UCOR Plan to directly pay the service provider or hospital that provided the Enrolled Person's covered care and treatment. Except as provided in the foregoing sentence, and subject to Section 10.07 of this UCOR Plan relating to Qualified Medical Child Support Orders, an Enrolled Person may not assign or alienate any payment with respect to any Benefit which he or she is entitled to receive from the UCOR Plan, and further, except as may be prescribed by law, no Benefits shall be subject to attachment or garnishment of or for an Enrolled Person's debts or contracts, except for recovery of overpayments made on an Enrolled Person's behalf by this UCOR Plan. Notwithstanding the provisions of this paragraph, a Participant may assign life insurance Benefits as set forth in the Supplemental Documents.

10.04 *Fraud.* No payments with respect to Benefits under this UCOR Plan will be paid if the Enrolled Person or the provider of service attempts to perpetrate a fraud upon the UCOR Plan, or to make an intentional misrepresentation of material fact to the UCOR Plan, with respect to any eligibility, benefit or rights under the UCOR Plan. The UCOR Plan Administrator shall have the right to make the final determination of whether a fraud or intentional misrepresentation of material fact has been attempted or committed upon the UCOR Plan, and its decision shall be final, conclusive and binding upon all persons. The UCOR Plan shall have the right to rescind coverage and fully recover any amounts, with interest, improperly paid by the UCOR Plan by reason of fraud, attempted fraud or intentional misrepresentation of material fact by an Enrolled Person or service provider, to disenroll such Enrolled Person (and the Participant, if different) from the UCOR Plan or any portion thereof for any period of time (including indefinitely), and to pursue all other legal or equitable remedies.

10.05 *Funding Status of Plan.* This Plan is not funded through a trust. Except as may otherwise be required by law, any amount by which a Participant's Compensation is reduced by reason of an election made under this UCOR Plan shall remain part of the general assets of the Employer and shall be considered to be Plan assets to the extent provided in Department of Labor Regulations §2510.3-102. Nothing in this UCOR Plan or in any other document describing any feature of the UCOR Plan shall be construed to require the UCOR Plan Administrator to maintain any fund or segregate any amount for the benefit of any Enrolled Person. No Enrolled Person or other person shall have any Claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the UCOR Plan may be made.

10.06 Construction. This Plan shall be construed, administered and enforced according to the laws of the State of Tennessee without regard to the principles of conflict of laws, to the extent not preempted by federal law. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, singular, neuter, or plural, as the identity of the person, persons or entity may require.

10.07 Qualified Medical Child Support Orders. The UCOR Plan Administrator shall comply with any "qualified medical child support order" as defined in ERISA Section 609(a)(2)(A) and shall establish and follow procedures for notifying Employees and "alternate recipients" (as defined in ERISA Section 609(a)(2)(C)) who have or may have an interest in Benefits which are the subject of medical child support orders, determining whether such medical child support orders are qualified medical child support orders under ERISA, and administering the provision of benefits under such qualified medical child support orders.

10.08 Conclusiveness of Records. The records of the Employer with respect to age, employment history, compensation, absences, illnesses and all other relevant matters shall be conclusive for purposes of the administration of, and the resolution of Claims arising under, the UCOR Plan. Participants may correct his or her own Participant records of the Employer by providing proper documents and documentation to support a change or revision to the Participant's records. If the Employer's records are incorrect so as to affect the amount of benefits received by the Participant, the Participant may correct his or her records of the Employer through the Claims procedures described in the applicable insurance documents or summary plan description.

10.09 Right to Require Information and Reliance Thereon. The Employer and Plan Administrator shall each have the right to require any Enrolled Person to provide it and its agents with such information, in writing, and in such form as it may deem necessary to the administration of the UCOR Plan, and may rely on that information in carrying out its duties hereunder. Any payment to an Enrolled Person in accordance with the provisions of the UCOR Plan in good faith reliance upon any written information provided by the Enrolled Person shall be in full satisfaction of all Claims by the Enrolled Persons.

10.10 Income and Employment Taxes. In the event a Participant is to receive a cash benefit payment under the UCOR Plan, the Participant shall bear the expense of any income tax required to be withheld from and any employment tax imposed on the Participant with respect to the cash payment. Notwithstanding the foregoing, to the extent required by law, the Employer may withhold from the cash payment all applicable federal, state, local or other taxes.

10.11 Disaggregation for Certain Discrimination Testing. To the extent that the UCOR Plan provides different Benefits (or levels of Benefits) or imposes different contribution rates to different classifications of Employees or as otherwise described in the enrollment materials and Supplemental Documents, then solely for discrimination testing purposes under Code Sections 79, 125, 129 and 105(h) and pursuant to the authority of Treasury Regulation Section 1.105-11(c)(4), the UCOR Plan may be designated as separate Plans for separate classifications or groups of classifications of Employees described in the Supplemental Documents, provided that each such classification or group of classifications constitutes a nondiscriminatory classification of employees as required by applicable regulations (including Treasury Regulation Section 1.410(b)-4). To the extent consistent with applicable regulations or other regulatory guidance, this Section

10.11 may apply to discrimination testing required for insured health Benefits pursuant to the Patient Protection and Affordable Care Act, as amended and Code Section 9815; provided, however, that references above to Code Section 105(h) and related regulations shall be deemed references to similar rules or guidance as may be provided by federal regulatory authorities with regard to insured health Benefits.

10.12 Facility of Payment. Unless otherwise set forth in the Supplemental Documents, an Appendix, or Insurance Contract, if a Participant, eligible Dependent or beneficiary is entitled to receive any direct payment under the UCOR Plan and such individual has a legal disability or is a minor, the UCOR Plan shall pay such payment to the following, provided that the UCOR Plan Administrator received written notification of the existence of such condition:

- (a) to the duly appointed guardian, conservator or other legal representative of such Participant, eligible Dependent or beneficiary; or
- (b) to a person or institution entrusted with the care or maintenance of the incompetent or disabled Participant, eligible Dependent or beneficiary, provided such person or institution has satisfied the UCOR Plan Administrator that the payment will be used for the best interest of such Participant, eligible Dependent or beneficiary, and provided further, that no prior claim for said payment has been made by a duly appointed guardian, conservator or other legal representative of such Participant, eligible Dependent or beneficiary.

Any payment made in accordance with the foregoing provisions of this Section shall constitute a complete discharge of any liability or obligation of the Employer and the UCOR Plan. In the event of the death of the Participant, eligible Dependent or beneficiary, Claims for expenses incurred prior to the Participant's death may be presented by the personal representative of the Participant's, eligible Dependent's or beneficiary's estate and Benefit payments not completed at death shall be made to the personal representative.

10.13 Mental or Physical Incompetency. Every person receiving or claiming Benefits under the UCOR Plan shall be presumed to be mentally and physically competent and of age until the UCOR Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his or her estate has been appointed.

10.14 Requirement for Proper Forms. All communications in connection with the UCOR Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the UCOR Plan Administrator.

10.15 Effect of Mistake. In the event of a mistake of fact or a clerical error as to the eligibility or participation of an Employee, or the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the UCOR Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly

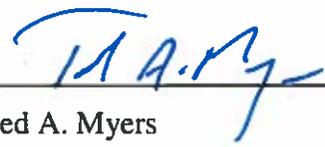
entitled under the UCOR Plan. Such action by the Administrator may include withholding of any amounts due the UCOR Plan or the Employer from Compensation paid by the Employer.

10.16 Severability. The invalidity of any particular provision of this UCOR Plan shall not affect the other provisions, and the UCOR Plan shall be construed in all respects as if the invalid provision was omitted.

IN WITNESS WHEREOF, URS | CH2M OAK RIDGE LLC has caused this UCOR Plan to be duly executed on the date below, to be effective January 1, 2019.

URS | CH2M OAK RIDGE LLC


12/19/2018

BY: 
Ted A. Myers

TITLE: UCOR Plan Administrator and Chair
of the Benefits and Investments Committee

DATE: 12/19/2018

APPENDIX A
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT PROGRAM

Part I
Purpose

This Dependent Care Flexible Spending Account Program (the "Program") has been established by the Employer as a dependent care assistance program under Code Section 129 for the benefit of its Employees who participate in the URS | CH2M OAK RIDGE LLC Health and Welfare Benefit Plan (the "Plan") and who, pursuant to the election procedures set forth in the UCOR Plan, choose to make contributions to a dependent care expense reimbursement account established pursuant to this Dependent Care Flexible Spending Account Program. A Participant may utilize his or her dependent care expense reimbursement account to reimburse eligible expenses for the custodial care of an Eligible Dependent, when such custodial care is needed to enable the Participant or his or her Spouse to remain employed or to enable the Spouse to remain a Full-Time Student at an Educational Institution. This Dependent Care Flexible Spending Account Program is intended to provide reimbursement of Dependent Care Expenses that are excludable from the Participants' gross incomes under Code Section 129. This Appendix A (Dependent Care Flexible Spending Account Program) is a component of, and incorporated by reference into, the UCOR Plan, and the provisions of this Appendix, together with the applicable provisions of the Supplemental Documents and other Sections of the UCOR Plan document, shall govern the terms, conditions, and administration of the Dependent Care Flexible Spending Account Program. To the extent this Appendix A conflicts with the provisions of the Supplemental Documents, the Supplemental Documents shall govern unless otherwise specifically indicated. Notwithstanding any provision of the Supplemental Documents or the UCOR Plan document to the contrary, the Dependent Care Program is not intended to be subject to ERISA, even though included as part of a written Plan that may be subject to ERISA in other respects.

Part II
Definitions

Unless otherwise specified, terms that are capitalized in this Appendix A have the same meaning as the defined terms in the UCOR Plan. The definitions of terms defined in this Appendix A, but not defined in Article II of the UCOR Plan shall be applicable only with respect to this Appendix A, unless the context plainly requires otherwise.

2.1 *"Dependent Care Account"* means the account described in Part V hereof.

2.2 *"Dependent Care Expenses"* means reasonable expenses incurred by the Participant for the provision of custodial care for the Participant's Eligible Dependent, which care is performed to enable the Participant or his or her Spouse to remain gainfully employed or to enable the Spouse to remain a Full-Time Student at an Educational Institution, subject to any limitations herein. The UCOR Plan Administrator (or its designated claims administration representative) shall determine in its sole discretion whether any expense is reasonable. To be eligible for reimbursement as a Dependent Care Expense, an expense must be related to:

- (a) The cost of sending an Eligible Dependent of the Participant to an Eligible Day Care Center;
- (b) The cost of custodial care performed in the home of the Participant for an Eligible Dependent; or
- (c) The cost of custodial care performed outside the home of the Participant for:
 - (i) The care of an Eligible Dependent of the Participant age 12 or under who lives with the Participant; or
 - (ii) The care of any other Eligible Dependent who spends at least eight hours a day in the Participant's home.

Notwithstanding the foregoing, an expense shall be an eligible Dependent Care Expense only if it is payable to a person who is not:

- (1) A dependent of the Participant or the Participant's Spouse (within the meaning of Code Section 152(a));
- (2) The Participant's Spouse;
- (3) A child of the Participant under age 19 (or age 23 if a Full-Time Student) as of the close of the Plan Year in which the custodial care services with respect to the Eligible Dependent are rendered; or
- (4) A parent of an Eligible Dependent who is under age 13.

2.3 *“Educational Institution”* means any educational institution that normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on.

2.4 *“Eligible Day Care Center”* means a day care center that provides full or part-time care for more than six individuals (other than individuals who reside at the day care center) on a regular basis during the calendar year, and which:

- (a) Complies with all applicable laws and regulations of the state and town, city or village in which it is located; and
- (b) Receives a fee, payment or grant for services for any of the individuals to whom it provides services (regardless of whether such facility is operated for profit).

2.5 *“Eligible Dependent”* means:

- (a) A Qualifying Child of a Participant as defined in Code Section 152(a)(1) who is under age 13, except that a child of divorced parents will be considered an Eligible Dependent of the parent with whom the child resides with for the longer portion of the year without regard to who is entitled to the exemption;

- (b) A dependent of a Participant (as defined in Code 2, determined without regard to subsections (b)(1), and (d)(1)(B)) who is mentally or physically incapable of caring for himself or herself and who has the same principal place of abode as the Participant for more than half the year; or
- (c) The Spouse of a Participant who is mentally or physically incapable of caring for himself or herself and who has the same principal place of abode as the Participant for more than half the year.

2.6 *“Full-Time Student”* means, with respect to an individual incurring an expense that may be payable under this Appendix A, the Participant’s spouse who is enrolled as a full-time student at any Educational Institution at the time the expense is incurred.

2.7 *“Participant”* means each Eligible Employee of the Employer who participates in this Dependent Care Flexible Spending Account Program in accordance with Part III below.

2.8 *“Spouse”* means an individual who is legally married to the Participant in a domestic or foreign jurisdiction whose laws authorize such marriage, except as may be otherwise set forth herein or in the Supplemental Documents. Notwithstanding the foregoing, “Spouse” shall not include an individual legally separated from a Participant under a decree of legal separation, nor an individual living apart from the Participant who is considered not to be married to him or her under the special rules under Code Section 21(e)(4).

Part III **Participation**

3.1 *Commencement of Participation.* Each Eligible Employee of the Employer shall be eligible to participate in this Dependent Care Flexible Spending Account Program as of the date he or she becomes eligible to elect such participation under the UCOR Plan as set forth in the Supplemental Documents. Such an individual will become a Participant in the Dependent Care Flexible Spending Account Program on the first day of the first Plan Year for which he or she elects under the UCOR Plan to contribute, by means of an election and Compensation Reduction Agreement, to a Dependent Care Account under this Dependent Care Flexible Spending Account Program for the reimbursement of Dependent Care Expenses. An individual who is permitted under the terms of the UCOR Plan to execute an election and Compensation Reduction Agreement with respect to this Program which is effective other than at the beginning of a Plan Year shall become a Participant effective the later of the date he or she becomes eligible to elect such benefits under the UCOR Plan or the date on which an election and Compensation Reduction Agreement is submitted to and approved by the UCOR Plan Administrator or its designee.

3.2 *Cessation of Participation.* A Participant will cease to be a Participant in the Dependent Care Flexible Spending Account Program as of the earliest of:

- (a) The date on which this Dependent Care Flexible Spending Account Program or the UCOR Plan terminates;

- (b) The end of the Plan Year, unless the Participant makes another election to receive benefits under this Dependent Care Flexible Spending Account Program for the next Plan Year;
- (c) The date on which the Participant's participation is canceled by reason of his or her failure to make timely contributions in accordance with his or her election (whether such contribution is made by means of payroll adjustment or otherwise);
- (d) The date on which the Participant is no longer an Eligible Employee of the Employer under the UCOR Plan; or
- (e) Such other date of termination of participation as set forth in the UCOR Plan.

Part IV **Elections**

4.1 Elections. A Participant may elect to contribute to a Dependent Care Account under this Program and to receive reimbursement of his or her Dependent Care Expenses by filing an election and Compensation Reduction Agreement in accordance with the procedures established under the UCOR Plan.

4.2 Election Procedures. The UCOR Plan Administrator may establish a minimum election as set forth in the Supplemental Documents and procedures to limit the amount of a Participant's contributions to this Dependent Care Flexible Spending Account Program in order to prevent the amount of such contributions to exceed the maximum annual amount which the Participant may receive in reimbursement of Dependent Care Expenses as described in Section 4.4 hereof.

4.3 Verification Requirement. The UCOR Plan Administrator may require the Participant, on an annual basis, to file a statement or otherwise acknowledge that he or she intends to file Form 2441 with the Internal Revenue Service. In addition, if the Participant elects to contribute more than \$2,500 to his or her Dependent Care Account, the UCOR Plan Administrator may require the Participant to verify that he or she is either unmarried or that, if married, he or she does not intend to file a separate federal tax return.

4.4 Limitation on Benefits. The maximum amount which the Participant may receive in the form of dependent care assistance under this Dependent Care Flexible Spending Account Program with respect to Dependent Care Expenses incurred in any calendar year shall be the least of the following, or such other maximum amount under Code Section 129(a) and (b):

- (a) The Participant's earned income for the calendar year;
- (b) The actual or deemed earned income of the Participant's Spouse for the calendar year, if the Participant is married;
- (c) \$5,000, if the Participant is unmarried or married and will file a joint federal income tax return for the calendar year; or

- (d) \$2,500, if the Participant is married and will not file a joint federal income tax return for the calendar year.

For purposes of the foregoing, "earned income" means all income derived from salaries, wages, tips, self-employment, overtime, bonuses and other employee compensation (such as disability or wage continuation benefits) but does not include any amounts (i) received under this Dependent Care Flexible Spending Account Program or any other dependent care assistance program under Code Section 129, (ii) as a pension or annuity, or (iii) as unemployment or workers' compensation. In the case of a Spouse who is a Full-Time Student at an Educational Institution or is physically or mentally incapable of caring for himself or herself, such Spouse shall be deemed to have earned income of not less than \$250 per month if the Participant has one Eligible Dependent and \$500 per month if the Participant has two or more Eligible Dependents. In the case of two Participants who are married to each other and who file a joint federal income tax return for the calendar year, the \$5,000 annual limit in (c) above shall be reduced for each such Participant by the amount received for the year under this Dependent Care Flexible Spending Account Program by the Participant's Spouse.

Notwithstanding the foregoing, a Participant shall not be permitted to contribute to this Dependent Care Flexible Spending Account Program a periodic amount, which when projected for the remainder of the Plan Year, would exceed the Participant's earned income for the calendar year, less the projected contribution amount elected by the Participant for the Plan Year with respect to this Program. For example, if the Participant's earned income for the calendar year is projected to be \$8,000, then he or she shall not be able to contribute, for the Plan Year ending with such calendar year, more than \$4,000 to his or her Dependent Care Assistance Account.

4.5 Duration of Election. Once effective, any election (and related Compensation Reduction Agreement) with respect to this Dependent Care Flexible Spending Account Program shall remain in effect until the end of the Plan Year for which it was made, except as otherwise provided in the UCOR Plan. Should there be an increase in the amount to be contributed by the Participant, the amount of the increase will be prorated throughout the remaining calendar year, as described in the UCOR Plan. Should the contribution amount be decreased, the amount contributed per paycheck will be recalculated, as described in the UCOR Plan. In no circumstances may the amount contributed be less than what has previously been contributed. Except as otherwise described in the Supplemental Documents, if a Participant separates from service with the Employer (including by reason of layoff) during a period in which he or she is covered under the Dependent Care Flexible Spending Account Program, begins an unpaid Leave of Absence or otherwise ceases to be a Participant, then contributions to his or her Dependent Care Account shall cease with his or her final paycheck. Notwithstanding the foregoing, if a Participant begins an approved Leave of Absence (including Family Leave of Absence or Military Leave of Absence), the Participant may elect to continue participation in this Dependent Care Flexible Spending Account Program for the limited period as and to the extent specified in the Supplemental Documents; provided that the Participant continues to submit his or her contributions with respect to such a period in accordance with the procedures as determined by the UCOR Plan Administrator. A terminated Participant shall not be entitled to reimbursement of any Dependent Care Expenses incurred after the date the Participant ceases participation in the Dependent Care Flexible Spending Account Program.

Part V
Dependent Care Accounts

5.1 *Establishment of Accounts.* The Employer will establish and maintain on its books (or in the books as maintained by an administrator) a Dependent Care Account for each Plan Year with respect to each Participant who has elected to receive reimbursement of Dependent Care Expenses incurred during the Plan Year (or during any grace period, if applicable).

5.2 *Crediting of Accounts.* There shall be credited to a Participant's Dependent Care Account for each Plan Year, as of each date Compensation is paid to the Participant in such Plan Year, an amount equal to the reduction, if any, to be made in such Compensation in accordance with the Participant's election under the UCOR Plan. All amounts credited to each such Dependent Care Account shall be the property of the Employer until paid out pursuant to Part VI.

5.3 *Debiting of Accounts.* A Participant's Dependent Care Account for each Plan Year shall be debited from time to time in the amount of any payment under Part VI for the benefit of the Participant for Dependent Care Expenses incurred during such Plan Year (or during any grace period, if applicable). Amounts debited to each such Dependent Care Account shall be treated as payments of the earliest amount credited to the Account and not yet treated as paid under this sentence, under a "first-in/first-out" approach.

5.4 *Forfeiture of Accounts.* Except as otherwise provided in the Supplemental Documents, the amount credited to a Participant's Dependent Care Account for any Plan Year shall be used only to reimburse the Participant for Dependent Care Expenses incurred during such Plan Year or during the grace period in accordance with Part IX of this Appendix, and only if the Participant (or his or her estate) timely applies for reimbursement. Except as otherwise provided in Part IX of this Appendix and/or the Supplemental Documents, if any balance remains in the Participant's Dependent Care Account for a Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for any Dependent Care Expenses incurred during a subsequent Plan Year and shall not be available to the Participant in any other form or manner, but shall remain the property of the Employer to the extent permitted by law, and the Participant shall forfeit all rights with respect to such balance. The UCOR Plan Administrator may, in its discretion, use such forfeited account balances to offset its administrative costs, allocate forfeited account balances among Participants, or retain such amounts or as otherwise permitted in accordance with applicable law.

Part VI
Payment of Dependent Care Expenses

6.1 *Claims for Reimbursement.* A Participant who has elected to receive dependent care assistance for a Plan Year may apply to the UCOR Plan Administrator, or its designated claims administration representative, for reimbursement of Dependent Care Expenses as provided in the UCOR Plan. The UCOR Plan Administrator, or its designated claims administration representative, may also require as part of the application such other agreements, procedures, or information (e.g., bills, receipts, canceled checks), including such agreements, procedures or information as it may deem necessary or desirable to (i) ascertain the eligibility of a Participant's

claim for reimbursement and (ii) comply with any mandatory substantiation requirement under applicable guidance from the Internal Revenue Service.

6.2 Reimbursement or Payment of Expenses. The Participant shall be reimbursed from the Participant's Dependent Care Account, at such time and in such manner as the UCOR Plan Administrator or its claims administration representative may prescribe for Dependent Care Expenses incurred during the Plan Year (or any subsequent grace period, if applicable) by a Participant, for which the Participant makes written application and submits documentation in accordance with Section 6.1 above. The Employer (or its claims administration representative) may, at its option or in accordance with the Participant's written direction, pay any such Dependent Care Expenses directly to the provider of services with respect to such expenses in lieu of reimbursing the Participant. No reimbursement or payment under this Section 6.2 of expenses incurred with respect to a Plan Year shall at any time exceed the balance of the Participant's Dependent Care Account for the Plan Year at the time of the reimbursement or payment, nor shall any reimbursement or payment be made if the Participant's claim is for an amount less than any minimum reimbursable amount limitations as may be established by the UCOR Plan Administrator from time to time.

6.3 Limitation on Reimbursements or Payments with Respect to Certain Participants. Notwithstanding any other provisions of this UCOR Plan, the UCOR Plan Administrator may limit the amounts reimbursed or paid with respect to any Participant who is a highly compensated individual (within the meaning of Code Section 129 or 125(e)) to the extent the UCOR Plan Administrator deems such limitation to be necessary to assure compliance with any nondiscrimination provision of the Code. Such limitation may be imposed whether or not it results in forfeiture under Section 5.4.

Part VII **Administration, Amendment & Termination**

7.1 Plan Administrator. The administration of the Dependent Care Flexible Spending Account Program shall be under the supervision of the UCOR Plan Administrator, the establishment and responsibilities of which are set forth in Article VIII of the UCOR Plan. The powers ascribed to the UCOR Plan Administrator under the UCOR Plan including, without limitation, the power and discretion to interpret its terms and to delegate responsibilities among themselves and to others, shall likewise apply with respect to its duties under this Dependent Care Flexible Spending Account Program.

7.2 Claims Procedure. The process by which a Claim for benefits shall be handled by the UCOR Plan Administrator and the process by which a Participant may appeal the denial of a Claim for benefits are set forth in the Supplemental Documents and specifically incorporated herein by reference.

7.3 Amendment. The Employer, by action of any authorized officer(s) or committee may, at any time, and from time to time, adopt or amend, in whole or in part, any of the provisions of the Dependent Care Account Program, to any extent and in any manner that it may deem advisable.

7.4 Termination. The Employer, by action of any authorized officer(s) or committee, reserves the right at any time or times to terminate the provisions of the Dependent Care Account Program, to any extent and in any manner that it may deem advisable, as specified in the UCOR Plan.

7.5 Records. The UCOR Plan Administrator shall keep or cause to be kept accurate and complete books and records with respect to the operations and administration of this Dependent Care Flexible Spending Account Program.

Part VIII
Miscellaneous

8.1 Funding Status of Program. Except as may otherwise be required by law or under the terms of the UCOR Plan:

- (a) Any amount by which a Participant's taxable compensation is reduced by reason of an election made under this Program will remain part of the general assets of the Employer;
- (b) The benefits provided under this Program will be paid solely from the general assets of the Employer;
- (c) Nothing herein will be construed to require the Employer or the UCOR Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant; and
- (d) No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Program may be made.

8.2 No Guarantee of Tax Consequence. No Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Program will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Dependent Care Flexible Spending Account Program is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.

8.3 Indemnification of Employer by Participants. If any Participant receives one or more payments or reimbursements under this Program that are not for Dependent Care Expenses, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to make required withholdings, including but not limited to federal or state income tax or Social Security tax, from such payments or reimbursements.

8.4 Excess Reimbursements. If, as of the end of any Plan Year (or any subsequent grace period, if applicable), it is determined that a Participant has received payments under this UCOR Plan that exceed the amount of Dependent Care Expenses that have been substantiated by such Participant as required herein, or that reimbursements have been made in error (e.g.

reimbursements were made for expenses incurred for the care of an individual who was not an Eligible Dependent), the UCOR Plan Administrator shall recoup the excess reimbursements in one or more of the following ways:

- (a) The UCOR Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess within sixty (60) days of receipt of such notification;
- (b) The UCOR Plan Administrator may offset the excess reimbursement against any other Eligible Dependent Care Expenses submitted for reimbursement (regardless of the year submitted);
- (c) The UCOR Plan Administrator may cause such amounts to be withheld from the Participant's pay (to the extent permitted under applicable law).

If the UCOR Plan Administrator is unable to recoup the excess reimbursement through the means set forth in (a) – (c) above, the UCOR Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other business debt.

8.5 Assignment. Except as provided in Section 6.2 above, a Participant may not assign, alienate, anticipate or commute any payment with respect to any reimbursements of Dependent Care Expenses which a Participant is entitled to receive from the Dependent Care Program and further, except as may be prescribed by law, no benefits shall be subject to any attachments or garnishments of or for a Participants debts or contracts, except for recovery of overpayments made on the Participant's behalf by this Program.

Part IX **Grace Period**

Notwithstanding Articles IV and V of the UCOR Plan and Parts III through VI of this Appendix A, a grace period shall be available under the Dependent Care Account Program as follows:

9.1 Grace Period. The Dependent Care Account Program shall include a grace period through the fifteenth day of the third month immediately following the end of each Plan Year (the "Grace Period"). A Participant who has a balance in the Dependent Care Account from the immediately preceding Plan Year, and who incurs Dependent Care Expenses during the Grace Period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year. The effect of the Grace Period is that a Participant may have as long as 14 months and 15 days (that is, the 12 months in the current Plan Year plus the Grace Period) to use the amounts in the Dependent Care Account for a Plan Year before those amounts are forfeited pursuant to Section 5.4 of this Appendix A.

9.2 Allocation of Expenses. The UCOR Plan Administrator (or its designee) may treat Dependent Care Expenses incurred during the Grace Period either as expenses incurred during the immediately preceding Plan Year or as expenses incurred during the current Plan Year (for example, the UCOR Plan may first apply the Dependent Care Account balance from the immediately preceding Plan Year to pay or reimburse Grace Period expenses and then, when the

Dependent Care Account balance from the prior Plan Year is exhausted, the Grace Period expenses may be paid from the Dependent Care Account balance for the current Plan Year). The UCOR Plan Administrator may defer the allocation of expenses as described in this Section 9.2 until after the end of the Grace Period.

9.3 *Uniform Application.* The Grace Period provisions of this Part IX shall apply uniformly to all Participants in the Dependent Care Account Program, determined as of the last day of the Plan Year.

9.4 *Eligible Expenses.* Amounts in the Dependent Care Account may be used only to pay or reimburse Dependent Care Expenses. For example, amounts in the Dependent Care Account shall not be used to pay or reimburse Eligible Medical Care Expenses (within the meaning of the Health FSA) incurred during the Grace Period.

9.5 *Excess Balance.* To the extent any balance from the immediately preceding Plan Year exceeds the Dependent Care Expenses incurred during the Grace Period and properly paid or reimbursed, such excess balance may not be carried forward to any subsequent period (including any subsequent Plan Year), cannot be cashed out, and must be forfeited pursuant to Section 5.4 of this Appendix A.

APPENDIX B
HEALTH CARE FLEXIBLE SPENDING ACCOUNT PROGRAM

Part I
Purpose

This Health Care Flexible Spending Account Program (the "Health FSA Program" or the "Program") has been established by the Contractor and is intended to help provide reimbursement of deductibles, copayments and coinsurance amounts that a Participant may be required to pay pursuant to the medical, dental and vision Benefits he or she has elected under the UCOR Plan, as well as reimbursement of other medical and hospitalization expenses permitted under Code Section 213(d) that are not covered by the UCOR Plan or by other sources. The Contractor intends that the Health FSA Program qualify as an accident and health plan within the meaning of Code Section 105(e), and that the benefits provided under the Health FSA Program be eligible for exclusion from the Participant's income for Federal income tax purposes under Code Section 105(b). This Appendix B (Health FSA Program) is a component of, and incorporated by reference into, the UCOR Plan, and the provisions of this Appendix, together with the applicable provisions of the Supplemental Documents and other Sections of the UCOR Plan document, shall govern the terms, conditions, and administration of the Health FSA Program. To the extent this Appendix B conflicts with the provisions of other Plan provisions, the other Plan provisions will govern unless otherwise specifically indicated herein or in the Supplemental Documents.

Part II
Definitions

Unless otherwise specified, terms that are capitalized in this Appendix B have the same meaning as the defined terms in the UCOR Plan. The definitions of terms defined in this Appendix B, but not defined in Article II of the UCOR Plan, shall be applicable only with respect to this Appendix B, unless the context plainly requires otherwise.

2.1 *"Coverage Amount"* means the amount of Health Care Account coverage elected by the Participant for the Plan Year under Part IV herein.

2.2 *"Dependent"* has the meaning as provided in Article II (Definitions) of the UCOR Plan document, but excluding anyone who does not qualify as a tax dependent of the Participant under Section 152 of the Code, as modified by any modifying provisions (such as Section 105(b) of the Code). No Dependent of a Participant under this Health FSA Program shall be, because of his or her status as such, considered a beneficiary under this Health FSA Program. All reimbursements made from a Participant's Health FSA shall be made in accordance with the expenses submitted for reimbursement from time to time by the Participant, and no Dependent shall have any right on his or her own behalf to claim reimbursements under this Program or to require the Participant to submit reimbursements on a Dependent's behalf.

2.3 *"Eligible Medical Care Expense"* means an expense incurred by a Participant for medical care as defined in Code Section 213(d) (including without limitation, amounts paid for hospital bills, doctor and dental bills, and prescription drugs, insulin, and prescribed over-the-counter drugs as described in the Supplemental Documents), provided with respect to the Participant or the

Participant's legal Spouse or Dependent, but only to the extent that such expenses (i) are not covered, paid or reimbursed for the expense from any other source (other than under this Health FSA Program); (ii) will not be taken as a deduction from income on the Participant's federal income tax return in any tax year; and (iii) are verified in writing to the satisfaction of the UCOR Plan Administrator that a covered expense has occurred and the claims for which meet the applicable substantiation requirements under the UCOR Plan. The UCOR Plan Administrator may promulgate such procedures regarding the eligibility of various expenses for reimbursement as Eligible Medical Care Expenses, and may further limit reimbursements to expenses described in such procedures. Notwithstanding any provision of the UCOR Plan to the contrary, an Eligible Medical Care Expense does not include:

- (a) Any premium or contribution paid for health coverage (includes medical, dental and vision);
- (b) An expense incurred for the purpose of cosmetic surgery as defined by Code Section 213(d)(9); and
- (c) Any other expense excluded under the terms of the UCOR Plan or the Supplemental Documents.

Notwithstanding the foregoing or any other provision in the UCOR Plan or the Supplemental Documents, expenses incurred for medicines or drugs may be Eligible Medical Expenses only if the medicine or drug (i) requires a prescription, (ii) is available without a prescription (an over-the-counter medicine or drug) and the individual obtains a prescription, or (iii) is insulin. Eligible Medical Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered, not when the Participant or Dependent is billed or charged for the service.

2.4 *"Health FSA"* means the health care reimbursement account described in Part V hereof.

2.5 *"Health FSA Program"* or *"Program"* means this Health Care Flexible Spending Account Program.

2.6 *"Participant"* means each Eligible Employee of the Contractor who participates in this Health FSA Program in accordance with Part III hereof.

2.7 *"Required Premium"* means an amount equal to the periodic contribution which the Participant had been making to his or her Health FSA, pursuant to his or her election and Compensation Reduction Agreement immediately prior to the Participant's cessation of participation (pursuant to Section 3.2) or "qualifying event" (pursuant to Part VII). If the Participant (including for this purpose a "qualified beneficiary") thereafter makes a new election with respect to this Health FSA Program (whether during the Annual Enrollment Period or because of a change in status), the Required Premium shall equal the Coverage Amount elected by the Participant for the Plan Year divided by twelve or such other amount determined by the UCOR Plan Administrator which will cause the Participant's elected Coverage Amount to be contributed to his or her Health FSA on a pro rata basis between the effective date of the new election and the end of the Plan Year.

Part III **Participation**

3.1 Commencement of Participation. Each Eligible Employee of the Contractor shall be eligible to participate in the Health FSA Program as of the date he or she becomes eligible to elect such participation under the UCOR Plan. Such an individual will become a Participant on the first day of the first Plan Year for which he or she elects under the UCOR Plan to contribute, by means of a Compensation Reduction Agreement for a Health FSA under this Health FSA Program for the reimbursement of Eligible Medical Care Expenses. An individual who is permitted under the terms of the UCOR Plan to execute an election and Compensation Reduction Agreement with respect to this Program which is effective other than at the beginning of a Plan Year shall become a Participant effective the later of the date he or she becomes eligible for coverage or the date on which an election and Compensation Reduction Agreement are submitted to the UCOR Plan Administrator or its designee.

3.2 Cessation of Participation. In the event that a Participant ceases to be a Participant in this Health FSA Program for any reason during a Plan Year, the Participant's Compensation Reduction Agreement relating to this Health FSA Program shall terminate. A Participant will cease to be a Participant as of the earliest of:

- (a) The date on which this Health FSA Program or the UCOR Plan terminates;
- (b) The end of the Plan Year, unless the Participant makes another election to receive benefits under this Health FSA Program for the next Plan Year;
- (c) The date on which the Participant's coverage is canceled by reason of his or her failure to make timely payment of any Required Premium (whether such payment is made by means of payroll adjustment or otherwise);
- (d) The date on which the Participant is no longer an Eligible Employee of the Contractor under the UCOR Plan; or
- (e) Such other date of termination as set forth in the UCOR Plan.

Notwithstanding the foregoing, an individual may be eligible to continue to participate in this Health FSA Program by making Required Premium contributions on an after-tax basis in accordance with the applicable Plan provisions, including Article VI of the UCOR Plan and Part VII of this Appendix B.

Part IV **Elections**

4.1 Elections. A Participant may elect to contribute to a Health FSA under this Health FSA Program and to receive reimbursements of his or her Eligible Medical Care Expenses not in excess of his or her Coverage Amount by filing an election and Compensation Reduction Agreement in accordance with the procedures established under the UCOR Plan.

4.2 Maximum Election Amount. For each Plan Year, a Participant may elect to receive payments or reimbursements of Eligible Medical Care Expenses incurred during the Plan Year (or during any grace period, if applicable) up to any dollar amount specified by the Participant, but not exceeding \$2,500 in the aggregate (as indexed for inflation) or such other maximum amount under Code Section 125(i) or such lower amount designated in Supplemental Documents, and subject to other limitations (if any) under applicable law and the Supplemental Documents.

4.3 Duration of Elections. Once effective, any election (and related Compensation Reduction Agreement) with respect to this Health FSA Program shall remain in effect until the end of the Plan Year for which it was made, except as provided below. No change or revocation of a Compensation Reduction Agreement with respect to this Health FSA Program shall be permitted for the duration of the Plan Year, except as provided in the UCOR Plan, and to the extent such changes are permitted by Code Section 125 and the regulations thereunder. Should the contribution amount be increased, the amount of the increase will be prorated throughout the remaining calendar year, as described in the UCOR Plan. Should the contribution amount be decreased, the amount contributed per paycheck will be recalculated, as described in the UCOR Plan. In no circumstances may the recalculated amount contributed be less than what has previously been contributed. If a Participant separates from service with the Employer (including by reason of layoff) during a period in which he or she is covered under the Health FSA Program, then contributions to his or her Health Care Account shall cease with his or her final paycheck, subject to election of COBRA Continuation Coverage as described in the Supplemental Documents.

4.4 Leave of Absence. If a Participant begins an approved unpaid Leave of Absence (including Family Leave of Absence or Military Leave of Absence), the Participant may elect to continue participation in this Health FSA Program for the period as specified in the Supplemental Documents; provided that the Participant continues to submit his or her contributions with respect to such a period in accordance with the procedures as determined by the UCOR Plan Administrator. If coverage under the Health FSA Program ceases during any approved Leave of Absence and the Participant returns from the Leave of Absence during the same Plan Year as the Plan Year in which the Leave of Absence began, the Participant's coverage shall be automatically reinstated to the coverage level in effect when coverage terminated, reduced by contributions not made during the leave, such that the prorated contribution required for the remaining period following the return from leave shall be equal to the prorated contribution required prior to leave. Notwithstanding the foregoing, expenses incurred during the period that the Participant's coverage was not in effect are not eligible for reimbursement under the Health FSA Program.

4.5 Cessation of Benefits. If a Participant separates from the service of the Employer (including by reason of layoff) during a period in which he or she is covered under the Health FSA Program, begins an unpaid Leave of Absence or otherwise ceases to be a Participant in accordance with Section 3.2 (a "Terminated Participant"), then his or her coverage with respect to this Health FSA Program shall cease on the applicable date set forth in Section 3.2 ("Benefit Cessation Date"). Unless the Terminated Participant is eligible and elects to make Required Premium payments on an after-tax basis pursuant to the COBRA Continuation Coverage provisions of Part VII herein, he or she shall not be entitled to reimbursement of claims with respect to Eligible Medical Care Expenses which are incurred after his or her Benefit Cessation Date. With respect to claims incurred on or prior to the Benefit Cessation Date, a Terminated Participant shall be entitled to reimbursement (not in excess of his or her Coverage Amount) only if he or she (or his or her estate)

applies for such reimbursement on or before the deadline as set forth in the Supplemental Documents. Notwithstanding the foregoing, the UCOR Plan Administrator shall be empowered to promulgate such rules regarding the payment of Required Premiums as it may consider necessary or desirable to reflect the rights of a Participant with respect to an approved Leave of Absence subject to the FMLA, or similar state family or medical leave legislation which is not superseded by the FMLA.

Part V **Health FSA**

5.1 *Establishment of Accounts.* The Employer will establish and maintain on its books (or in the books as maintained by an administrator) a Health FSA for each Plan Year with respect to each Participant who has elected to receive reimbursement of Eligible Medical Care Expenses incurred during the Plan Year (or during any grace period, if applicable).

5.2 *Debiting and Crediting of Accounts.* Each Participant's Health FSA will be credited with amounts withheld from the Participant's compensation for pursuant to Part IV hereof. The Health FSA will be debited for reimbursement amounts disbursed to the Participant in accordance with Part VI hereof. The entire amount elected by the Participant on the Compensation Reduction Agreement as an annual amount for the Plan Year for reimbursement of Eligible Medical Care Expense, less any reimbursements already disbursed, shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health FSA (provided that the periodic Required Premiums have been paid). Thus, the maximum amount of reimbursement for Eligible Medical Care Expense at any particular time during the Plan Year will not relate to the amount which a Participant has had withheld up to that time. In no event will the amount of reimbursement in any Plan Year exceed the annual amount specified for the Plan Year in the Compensation Reduction Agreement for reimbursement of Eligible Medical Care Expense. Notwithstanding the foregoing or any other provision in the UCOR Plan or the Supplemental Documents, the use of any electronic debit cards as may be available under this Health FSA Program shall be subject to applicable IRS requirements governing the purchase, substantiation, recordkeeping and other aspects of debit card transactions.

5.3 *Source of Payments.* All benefits derived under this Health FSA shall be paid exclusively from the amounts in each Participant's Health Care Expense Account funded by amounts withheld from the Participant's wages pursuant to the Compensation Reduction Agreement for the Health FSA and, if applicable, any nonelective contributions as may be allocated thereto. In the event that a Participant's claim for reimbursement of Eligible Medical Care Expense hereunder exceeds the amount currently available in the Participant's Health Care Account, the Employer shall pay the excess amount up to the amount elected by the Participant on the relevant Compensation Reduction Agreement less any Eligible Health Care Expense reimbursements already disbursed. Future Required Premium payments by the Participant shall then go to the Employer as reimbursement for the money so advanced on behalf of the Participant.

5.4 *Forfeiture of Accounts.* The amount credited to a Participant's Health Care Account for any Plan Year shall be used only to reimburse the Participant for Eligible Medical Care Expenses incurred during such Plan Year or during any grace period as permitted under the Supplemental Documents, and only if the Participant (or his or her estate) timely applies for reimbursement.

Except as otherwise provided in the Supplemental Documents, if any balance remains in the Participant's Health Care Account for a Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for any Eligible Medical Care Expenses incurred during a subsequent Plan Year (except to the extent permitted under a grace period, if applicable) and shall not be available to the Participant in any other form or manner, but shall remain the property of the Employer to the extent permitted by law, and the Participant shall forfeit all rights with respect to such balance. The UCOR Plan Administrator may, in its discretion, use such forfeited account balances to offset its administrative costs, allocate forfeited account balances among Participants, or retain such amounts or as otherwise permitted in accordance with applicable law. If the Participant terminates employment before the Employer has been reimbursed for the money it has advanced on behalf of the Participant pursuant to Section 5.3 hereof, the entire unreimbursed portion shall be deemed to be an "administrative expense" to be refunded to the Employer by any unused Health Care Account balance(s) (if any).

Part VI **Payment of Eligible Medical Care Expenses**

6.1 *Claims for Reimbursement.* A Participant who has elected to participate in the Health FSA for a Plan Year may apply to the UCOR Plan Administrator, or its designated claims administration representative, for reimbursement of Eligible Medical Care Expenses as provided in the UCOR Plan. The UCOR Plan Administrator, or its designated claims administration representative, may also require as part of the application such other agreements, procedures, or information (e.g., bills, receipts, canceled checks), including such agreements, procedures or information as it may deem necessary or desirable to (i) ascertain the eligibility of a Participant's claim for reimbursement and (ii) comply with any mandatory substantiation requirement under applicable guidance from the Internal Revenue Service.

6.2 *Reimbursement or Payment of Expenses.* The Participant shall be reimbursed from the Participant's Health Care Account, at such time and in such manner as the UCOR Plan Administrator or its claims administration representative may prescribe for Eligible Medical Care Expenses incurred during the Plan Year (or any subsequent grace period, if applicable) by a Participant, for which the Participant makes written application and submits documentation in accordance with Section 6.1 above. Notwithstanding the foregoing, the amount available for reimbursement shall not exceed the entire amount elected by the Participant on the Compensation Reduction Agreement as an annual amount for the Plan Year for reimbursement of Eligible Medical Care Expense less any reimbursements already disbursed. The UCOR Plan Administrator may, at its option, pay any such Eligible Medical Care Expenses directly to the person providing or supplying medical care in lieu of reimbursing the Participant.

6.3 *Limitation on Reimbursements or Payments with Respect to Certain Participants.* Notwithstanding any other provisions of this Health FSA, the UCOR Plan Administrator may limit the amounts reimbursed or paid with respect to any Participant who is a highly compensated individual (within the meaning of Code Section 105(h)(5) or 125(e)) to the extent the UCOR Plan Administrator deems such limitation to be necessary to assure compliance with any nondiscrimination provision of the Code. Such limitation may be imposed whether or not it results in forfeiture under Section 5.4.

Part VII
COBRA Continuation Coverage

The following provisions shall be applicable to the Health FSA Program. The intent of this Article is to extend continuation rights as required by COBRA. To the extent greater rights are provided for hereunder, this Article shall be void.

7.1 *In General.* The following provisions relate to the continuation of coverage with respect to the reimbursement of Eligible Medical Care Expenses from this Health FSA Program following the Participant's termination of employment with the Employer or other qualifying event pursuant to the provisions of Section 601 et. seq. of ERISA, as amended, and Section 4980B of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). In the event that future final regulations or guidelines of the Internal Revenue Service or Department of Labor limit the applicability of the COBRA Continuation Coverage rules to medical expense reimbursement flexible spending arrangements such as this UCOR Plan, the following rules may be deemed by the UCOR Plan Administrator to be modified to conform to such limitations without the necessity of a Plan amendment.

7.2 *Continuation of Coverage.* A Participant or other qualified beneficiary who would lose coverage under this Health FSA Program as a result of a qualifying event is entitled to elect COBRA Continuation Coverage within the applicable election period under this Health FSA Program. If the qualified beneficiary timely elects such Continuation Coverage and undertakes to timely pay Required Premiums on a monthly basis (or within such other time as may be required by law), coverage under this Health FSA Program shall continue for so long as such Required Premiums are paid, the qualified beneficiary shall be treated as a Participant under the Health FSA Program to such extent as is required by law, and shall be entitled to reimbursement for Eligible Medical Care Expenses incurred during such period of continued coverage, provided that (1) reimbursements do not exceed the maximum Coverage Amount for the applicable Plan Year; (2) the qualified beneficiary (or his or her estate) applies for such reimbursement in accordance with the requirements as set forth in the Supplemental Documents; and (3) COBRA Continuation Coverage under this Health FSA Program shall no event continue beyond the end of the Plan Year in which the qualifying event occurs.

7.3 *Contributions*

- (a) A qualified beneficiary shall only be entitled to Continuation Coverage provided he or she pays the applicable Required Premium for such coverage in full and in advance, except as provided in (b) below. The Required Premium shall, for the remainder of the Plan Year in which the qualifying event occurs, equal the periodic contribution which the Participant had been making to his or her Health FSA pursuant to the Compensation Reduction Agreement in effect as of the date of the qualifying event, plus a two percent administration charge, or such other administration charge as may be imposed by the UCOR Plan Administrator consistent with applicable law. The qualified beneficiary shall not be permitted to modify the amount of his or her Required Premium except in the event of a change in status as described in the Supplemental Documents or for other reasons permitted in the Supplemental Documents.

- (b) Except as provided in (c) below, the payment of Required Premium shall be considered to be timely if made within 30 days after the date due, or within such longer period of time as set forth in the Supplemental Documents.
- (c) Notwithstanding (a) and (b) above, if an election is made after a “qualifying event” during the “election period,” this Health FSA Program will permit payment of the Required Premium for Continuation Coverage during the period preceding the election to be made within 45 days of the date of the election.

Part VIII
Administration, Amendment & Termination

8.1 Plan Administrator. The administration of the Health FSA Program shall be under the supervision of the UCOR Plan Administrator, the establishment and responsibilities of which are set forth in the UCOR Plan. The powers ascribed to the UCOR Plan Administrator under the UCOR Plan, including without limitation the power and discretion to interpret its terms and to delegate responsibilities among themselves and to others, shall apply with respect to its duties under this Health FSA Program.

8.2 Records. The UCOR Plan Administrator shall keep or cause to be kept books and records with respect to the operations and administration of this Health FSA Program.

8.3 Named Fiduciary. To the extent not delegated to a third party, the UCOR Plan Administrator will be a “named fiduciary” for purposes of Section 402(a)(1) of ERISA with authority to control and manage the operation and administration of the Health FSA Program, and will be responsible for complying with all of the reporting and disclosure requirements of Part I of Subtitle B of Title I of ERISA.

8.4 Reliance on Determinations, etc. In administering the Health FSA, the UCOR Plan Administrator will be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, determinations, opinions and reports which are furnished by any accountant, counsel, claims administrator or other expert who is employed or engaged by the UCOR Plan Administrator.

8.5 Claims Procedure. The process by which a Claim for benefits shall be handled by the UCOR Plan Administrator and the process by which a Participant may appeal the denial of a Claim for benefits are set forth in the Supplemental Documents (or any updates or supplements thereto) and specifically incorporated herein by reference.

8.6 Amendment. The Contractor, by action of any authorized officer(s) or committee may, at any time, and from time to time, adopt or amend, in whole or in part, any of the provisions of the Health FSA, to any extent and in any manner that it may deem advisable.

8.7 Termination. The Contractor reserves the right at any time or times to terminate the provisions of the Health FSA, to any extent and in any manner that it may deem advisable, as specified in the UCOR Plan.

Part IX
Miscellaneous

9.1 Funding Status of Health FSA Program. Except as may otherwise be required by law or under the terms of the UCOR Plan:

- (a) Any amount by which a Participant's taxable compensation is reduced by reason of an election made under this Health FSA Program will remain part of the general assets of the Employer;
- (b) The benefits provided hereunder will be paid solely from the general assets of the Employer;
- (c) Nothing herein will be construed to require the Employer or the UCOR Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant; and
- (d) No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Health FSA Program may be made.

9.2 Assignment. The Participant may, if permitted by the UCOR Plan Administrator, authorize the Health FSA Program to pay a Participant's or Dependent's reimbursement directly to the service provider or hospital that provided the Participant or Dependent with covered care and treatment. Except as provided in the foregoing sentence, a Participant may not assign, alienate, anticipate or commute any payment with respect to any reimbursements of Eligible Medical Care Expenses which a Participant or Dependent is entitled to receive from the Health FSA Program and, further, except as may be prescribed by law, no benefits shall be subject to any attachments or garnishments in connection with a Participant or Dependent's debts or contracts, except for recovery of overpayments made on the Participant's or Dependent's behalf by this Health FSA Program.

9.3 No Guarantee of Tax Consequence. Neither the UCOR Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Health FSA Program will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Health FSA Program is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.

9.4 Indemnification of Employer by Participants. If any Participant receives one or more payments or reimbursements under this Program that are not for Eligible Medical Care Expenses, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to make required withholdings, including but not limited to federal or state income tax or Social Security tax, from such payments or reimbursements.

9.5 Excess Reimbursements. If, as of the end of any Plan Year (or any subsequent grace period, if applicable), it is determined that a Participant has received payments under this UCOR Plan that exceed the amount of Eligible Medical Care Expenses that have been substantiated by such Participant as required herein, or that reimbursements have been made in error (e.g. reimbursements made for expenses incurred for an individual who was not a Dependent), the UCOR Plan Administrator shall recoup the excess reimbursements in one or more of the following ways:

- (a) The UCOR Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess within sixty (60) days of receipt of such notification;
- (b) The UCOR Plan Administrator may offset the excess reimbursement against any other Eligible Medical Care Expenses submitted for reimbursement (regardless of the Plan Year in which submitted);
- (c) The UCOR Plan Administrator may cause such amounts to be withheld from the Participant's pay (to the extent permitted under applicable law).

If the UCOR Plan Administrator is unable to recoup the excess reimbursement through the means set forth in (a) – (c), the UCOR Plan Administrator will notify the Employer that the funds could not be recouped and the Employer will treat the excess reimbursement as it would any other business debt.

Part X **Grace Period**

Notwithstanding Articles IV and VI of the UCOR Plan and Parts III through VII of this Appendix B, a grace period shall be available under the Health FSA as follows:

10.1 Grace Period. The Health FSA shall include a grace period through the fifteenth day of the third month immediately following the end of each Plan Year (the "Grace Period"). A Participant who has a balance in the Health Care Account from the immediately preceding Plan Year, and who incurs Eligible Medical Care Expenses during the Grace Period, may be paid or reimbursed for those expenses as if the expenses had been incurred in the immediately preceding Plan Year. The effect of the Grace Period is that a Participant may have as long as 14 months and 15 days (that is, the 12 months in the current Plan Year plus the Grace Period) to use amounts in the Health Care Account for a Plan Year before those amounts are forfeited pursuant to Section 5.4 of this Appendix B.

10.2 Allocation of Expenses. The UCOR Plan Administrator (or its designee) may treat Eligible Medical Care Expenses incurred during the Grace Period either as expenses incurred during the immediately preceding Plan Year or as expenses incurred during the current Plan Year (for example, the UCOR Plan may first apply the Health Care Account balance from the immediately preceding Plan Year to pay or reimburse Grace Period expenses and then, when the Health Care Account balance from the prior Plan Year is exhausted, the Grace Period expenses may be paid from the Health Care Account balance for the current Plan Year). The UCOR Plan Administrator

may defer the allocation of expenses as described in this Section 10.2 until after the end of the Grace Period.

10.3 Uniform Application. The Grace Period provisions of this Part X shall apply uniformly to all Participants in the Health FSA, determined as of the last day of the Plan Year. Participants in the Health FSA through COBRA Continuation Coverage are Participants for purposes of the Grace Period.

10.4 Eligible Expenses. Amounts in the Health Care Account may be used only to pay or reimburse Eligible Medical Care Expenses. For example, amounts in the Health Care Account shall not be used to pay or reimburse Dependent Care Expenses (within the meaning of the Dependent Care Account Program) incurred during the Grace Period.

10.5 Excess Balance. To the extent any balance from the immediately preceding Plan Year exceeds the Health Care Expenses incurred during the Grace Period and properly paid or reimbursed, such excess balance may not be carried forward to any subsequent period (including any subsequent Plan Year), cannot be cashed out, and must be forfeited pursuant to Section 5.4 of this Appendix B.

APPENDIX C
WELFARE BENEFITS

(as of January 1, 2019)

The following Benefit options are available under the UCOR Plan:

- (a) Medical Insurance
- (b) Dental Insurance
- (c) Vision Insurance
- (d) Dependent Care Flexible Spending Account Program
- (e) Health Care Flexible Spending Account Program
- (f) Employee Assistance Plan
- (g) Accidental Death & Dismemberment
- (h) Business Travel Accident