

Savannah River Nuclear Solutions



DISABILITY

Short Term and Long Term Disability

Summary Plan Description
Effective August 1, 2010

You may be eligible to receive
**a portion or full
replacement**

of your income for the time you are
considered to be disabled.

This Summary Plan Description provides details of your Short and Long Term disability benefits. Read it carefully and refer to it whenever you have a question about your disability benefits. For questions, please contact:

Employer Name & Address:

Savannah River Nuclear Solutions, LLC
Benefits Solutions Department
Building 703-47A
Aiken, SC 29808
(803) 725-7772 or (800) 368-7333 or
Service-Center@srs.gov

Disability Case Management:

(803) 725-7425 (5SICK), (800) 368-7333
5SICK@srs.gov

LTD Claims Administrator:

Sedgwick Claims Management Services, Inc.
(800) 231-0165

Social Security Administration:

(800) 772-1213

Savannah River Nuclear Solutions, LLC (referred to as “SRNS” or the “Company”) sponsors a Disability Income Plan comprised of two programs – Short Term Disability and Long Term Disability.

You may be eligible to receive a portion or full replacement of your income for the time you are considered to be disabled under the Plan or up to a maximum payment period. The Company currently pays the full cost of all your disability benefits.

Other additional disability benefits that are not part of the Disability Income Plan include Special Benefits for Occupational Related Disabilities (the Workers’ Compensation Supplement as defined in the 5B Human Resources Policy Manual) and the Incapability Retirement pension benefit, available through the Savannah River Nuclear Solutions, LLC Multiple Employer Pension Plan (or “Pension Plan”) to Incumbent Employees (as defined in the Pension Plan). Please note that although this document contains references to these benefits, the 5B Human Resources Policy Manual governs the administration of the Workers’ Compensation Supplement and the Pension Plan documents govern the administration of the Incapability Retirement pension benefit.

Eligibility for benefits should not be viewed as a guarantee of employment. Also, while SRNS intends to continue providing comprehensive benefits programs, the Company reserves the right to modify or terminate any of the benefit plans at any time. For more information on the procedures to modify or terminate benefit plans, refer to the General Information Section of this booklet.

DISABILITY BENEFITS AT A GLANCE

| Benefit | When Eligible | Who Pays | Key Plan Provision |
|--|--|--------------------------------------|---|
| Short Term Disability (Non-Craft Employees only) | | | |
| Illness or Injury Benefits <ul style="list-style-type: none"> • Non-Occupational | First day of active employment | The Company's Disability Income Plan | Provides 100% of eligible earnings for up to 1,040 hours over a rolling 12-month period (after you have missed 24 scheduled work hours) due to a disability approved by the company's Disability Administrator Must be unable to perform the essential functions of your job |
| Short Term Disability (Option A Craft Employees only) | | | |
| Illness or Injury Benefit <ul style="list-style-type: none"> • Non-Occupational | First day of active employment | The Company's Disability Income Plan | Provides 100% of eligible earnings for up to 1,040 hours over a rolling 12-month period (after you have missed 16 unpaid scheduled work hours) due to a disability approved by the company's Disability Administrator Must be unable to perform the essential functions of your job |
| Long Term Disability | | | |
| Illness or Injury Benefit <ul style="list-style-type: none"> • Non-Occupational • Occupational | First day of active employment (There is a pre-existing limitation for disabilities that occur within 12 months from hire date) | The Company's Disability Income Plan | Provides up to 60% of eligible earnings when all sources of eligible disability and pension benefits are considered Payments continue while you continue to meet the requirements for disability up to age 65 or up to 5 years if disabled after age 60 Must be unable to perform the essential functions of your job for the first 18 months of LTD benefits and then must be unable to perform any reasonable occupation thereafter |
| Incapability Retirement Benefits (Only applies to Incumbent Employees eligible for the Pension Plan)* | | | |
| Pension Benefit | After 15 years of Eligible Service | The Company's Pension Plan | Pays a Pension benefit if you cannot perform the essential functions of your job Incapability Retirement benefits are provided under the SRNS, LLC Multiple Employer Pension Plan |

*These benefits not payable under the SRNS Disability Income Plan.

THIS CHART IS A BRIEF OUTLINE OF BENEFITS. PLEASE REFER TO THE DETAILED INFORMATION IN THIS SUMMARY PLAN DESCRIPTION FOR MORE INFORMATION OF BENEFITS, LIMITS AND EXCLUSIONS.

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PARTICIPATING IN THE PLAN

Eligibility

Short Term Disability (STD)

SRNS Non-Craft and SRNS Option A Craft full-service employees become eligible for coverage under the Short Term Disability Plan on your first day of employment, provided you are actively at work.

Long Term Disability (LTD)

As an SRNS Non-Craft or Option A Craft full-service employee, you become eligible for coverage under Long Term Disability Plan on your first day of employment as a Full Service Employee, provided you are actively at work.

Incapability Retirement (IR)

Under the Pension Plan, Pension Plan participants (Incumbent employees as defined in the Pension Plan with 15 or more years of Eligibility Service), may be eligible for an early receipt of vested Pension Plan benefits if your disability prevents you from performing the essential functions of your own job. Refer to the Pension Summary Plan Document for more information of benefits, limits and exclusions regarding the Pension Plan, including this Incapability Retirement benefit.

Enrolling in Coverage

Your coverage under the Plan is automatic. You do not need to complete any enrollment forms for coverage to take effect.

Cost of Coverage

The Company currently pays the full cost of the Disability Income Plans for STD and LTD benefits.

The Incapability Retirement is part of the Pension Plan and paid for by the Company. See the Savannah River Nuclear Solutions, LLC Multiple Employer Pension Plan or “Pension Plan” Summary Plan Description for more information.

The Company reserves the right to change the cost sharing of these benefits at any time.

SAVANNAH RIVER NUCLEAR SOLUTIONS

Short Term and Long Term Disability

SHORT TERM DISABILITY (STD)

When Benefits Begin

SRNS Employees (excluding Craft Employees)

If you are unable to work due to a non-occupational illness or injury, you may qualify for Short Term Disability benefits after you have missed 24 scheduled work hours due to an illness or injury that prevents you from performing the Essential Functions of Your Normal Occupation.

Option A Craft Employees

If you are unable to work due to a non-occupational illness or injury, you may qualify for Short Term Disability benefits after you have missed 16 unpaid scheduled work hours due to an illness or injury that prevents you from performing the Essential Functions of Your Normal Occupation.

How To File a Claim

After you have missed 24 scheduled work hours (or, in the case of Option A Craft Employees, 16 scheduled work hours) due to an illness or injury, you must:

- Contact Disability Case Management (DCM), prior to returning to work, if a Short Term Disability absence is needed or anticipated. Call (803) 725-7425 (5SICK), (800) 368-7333 or email to 5sick@srs.gov
- Sign a release of medical information form at your physician's office for DCM to obtain a copy of your medical records if needed.
- Promptly contact your immediate Supervisor to report the need for an absence due to an illness or injury.

Qualifying for STD

For purposes of the STD Plan, the term "Disabled" or "Disability" means you are unable to perform the Essential Functions of Your Normal Occupation, have received approval from DCM, and are not at work. Your STD benefits are designed to provide benefits only if, because of an

illness or injury, you qualify for short term disability benefits as defined by the Plan and determined by the DCM. You may be asked to have your physician provide detailed information (to be determined by the DCM), including but not limited to: the diagnosis, course of treatment and the anticipated return to work date.

Essential Functions of Your Normal Occupation means that you are unable to perform the essential functions of the occupation you routinely performed at the time disability begins.

The Company has designated the DCM with the authority to determine, at its discretion, eligibility for benefits approval and payments. The DCM may require written information from your physician periodically during your absence.

If you failed to contact DCM before your scheduled work shift, and were unable to work due to an illness/injury lasting more than 24 scheduled work hours (or, in the case of Option A Craft Employees, 16 scheduled work hours), Short Term Disability benefits may not be paid retroactively.

If your STD benefits are denied, you have the right to appeal. (See the Appeals section for details.)

Progressive Return to Duty

Progressive Return (or Work Hardening) is a systematic program of gradually progressive, work related activities, performed to recondition the employee in order to facilitate a return to full employment. This program benefits employees who may be working less than full capacity due to a short term injury/illness.

You must notify DCM when placed in the work hardening program. DCM may approve the work hardening schedule hours as STD. When on a Progressive Return schedule, you must work the minimum required hours in order to be eligible for STD benefits. You are not allowed to record vacation/personal time to complete your schedule for the day.

Recurrent Disability

Under the STD Plan, a Recurrent Disability is defined as a request for additional STD benefits for the same or related illness within the first 45 consecutive calendar days from a return to work from a prior disability. If approved by the DCM your STD benefits for Recurrent Disabilities may resume without requiring another 24 hour waiting period (16 hour waiting period in the case of Option A Craft Employees). Any Reoccurrence or new illness/injury after the first 45 consecutive calendar days from a return to work will be treated as a new disability and will require another 24 hour waiting period (16 hour waiting period in the case of Option A Craft Employees).

Post-operative doctor's visits may be considered as part of your Disability when the surgery necessitates a follow-up action used to close out the surgical procedure (such as removal of sutures, removal or adjustment of a brace or cast).

Post-operative doctor's visits will not be considered as part of your Disability if they are for follow-up visits with your physician to be released from medical care. Routine visits to ensure you are progressing normally will not be treated as a Disability, but will be treated the same as other physician visits, such that you may use time bank time, make-up time in accordance with company policy, or take a company-approved unpaid leave.

Benefit Amount

The amount of your STD benefit equals 100% of your Eligible Earnings at the time your STD is approved and is paid through payroll. The maximum duration of approved STD benefits is 1,040 hours over a rolling 12 month period (e.g. if you charged 40 hours to Disability in January, you will have those 40 hours of Disability restored to your 1,040 maximum in the following January). Your Eligible Earnings are your base pay earnings and do not include overtime, shift differential, bonus payments, quality awards, detail pay and any other form of special or extra compensation that is not part of your base pay earnings. If, during the time you are receiving STD benefits your Eligible Earnings change, your STD payments will be adjusted accordingly.

When Benefits End

Eligibility for STD benefits ends when one of the following conditions occur:

- You return to work (other than in a reduced capacity for a Company approved progressive return/work hardening)
- You are no longer approved for Disability by DCM
- You refuse to supply documents, information or take action required by DCM or the Plan Administrator
- You refuse the Company's request for an Independent Medical Evaluation
- You are no longer under the regular treatment of a Treating Provider for your Disability or are no longer receiving Appropriate Care,
- You are working for another employer, or are self-employed
- Your maximum benefit period for STD has been exhausted
- You are no longer an active full service SRNS or Option A Craft employee
- You die

If you remain disabled at the end of the maximum approved STD benefit (1,040 hours over a rolling 12 month period), you may be eligible to receive Long Term Disability (LTD) benefits, depending on the extent of your disability. DCM will notify the LTD Claims Administrator of a possible LTD claim prior to the exhaustion of your 1040 hours of STD benefits. If you've exhausted STD, but it is anticipated by the DCM that you may return to full time duty within 90 days after your STD end-date, you may be eligible to apply for a personal leave of absence. The personal leave is unpaid unless you have remaining time bank hours that you choose to use. If you were approved for a Leave of Absence, you must return to work performing the normal duties of your job for at least 30 consecutive calendar days before you can be approved to use any STD hours that may have been restored to your time bank during this time period.

STD hours run concurrently with FMLA (Family & Medical Leave Act) time, if available.

Exclusions

Benefits are not paid for a Disability caused by or resulting from:

- Act or commission of criminal or illegal activities
- When you are incarcerated for the commission of a crime, regardless if the crime contributed to your Disability
- Non-compliance with a prescribed treatment program
- Any illness or injury resulting from any occupation or work for compensation or profit
- Serving in the armed forces of any country
- Participation in a riot
- Attempted suicide or self-inflicted injury, while sane or insane
- War, declared or not declared or a terrorist act

STD Appeals

If your request for STD benefits has been denied, you have the right to appeal to the Plan Administrator. To begin the appeal process, you must write to the Plan Administrator within 180 days of the date of denial of the claim. Your request for review must state the reason for appealing the claim denial and the basis upon which the review is requested, including but not limited to, pertinent Plan provisions, prior decisions and/or statements of facts or circumstances in your possession which are relevant to your claim.

You should identify the Plan by using the correct Plan name as shown in the Plan Information section of this document. As part of the appeal procedure, you should submit written comments, documents, records and other information relating to the claim. Please see ERISA rights in the General Information Section for more information regarding your rights to plan documents and records.

Within 45 days after receiving your appeal, the Plan Administrator will provide you with a written decision. If more time is needed to review your

appeal, the Plan Administrator may utilize a 45-day extension. If this additional time is needed, you will be notified in writing.

The Plan Administrator, and those persons acting on the Plan Administrator's behalf, are vested with full power and sole discretion to interpret all the terms of the Plan and will make the final determination based solely on the applicable facts and evidence.

All decisions of the Plan Administrator are final and binding.

Plan Administrator:

Disability Income Plan Administrator
Savannah River Nuclear Solutions, LLC
Building 703-47A
Aiken, SC 29808
(803)725-7772 or (800) 368-7333

LONG TERM DISABILITY (LTD)

Qualifying for Long Term Disability (LTD)

LTD benefits may begin after you have exhausted your Short Term Disability benefits, Workers' Compensation Supplement, and/or any company-approved leaves of absence relating to a Company approved disability.

LTD benefits, if approved by the LTD Claims Administrator, begin (are effective) on the 1st of the month following the later of the: 1. last date on which you received STD benefits, or 2. end of a Company approved unpaid Leave of Absence. Between the end of STD and the first month following your LTD approval, you may use time bank hours, if available. If no time bank hours are available, you will be placed on an unpaid leave of absence until the end of the month. LTD benefits are payable at the end of the month, after they are effective.

If your last day actively worked prior to a DCM approved period of Short Term Disability was on, or after, August 1, 2010, you may qualify for LTD benefits if you are unable to perform the Essential Functions of Your Normal Occupation. After receiving 18 months of LTD benefits, you must be unable to work at any Reasonable Occupation or your LTD benefits will be discontinued. If you are approved for LTD, you will be required to provide proof of continuing disability, including medical examinations.

If your last day actively worked prior to a DCM approved period of Short Term Disability was prior to August 1, 2010 you may only qualify for LTD if you are unable to work at any Reasonable Occupation at the end of payment of STD benefits.

Essential Functions of Your Normal Occupation means that you are unable to perform the essential functions of the occupation you routinely performed at the time disability begins.

Reasonable Occupation means any occupation that you are reasonably capable to perform within your documented current medical restrictions.

LTD Claims Filing

Disability Case Management (DCM) will notify the LTD Claims Administrator of a possible LTD claim as you near the exhaustion of your STD benefit time period. Sedgwick Claims Management Services, Inc, (Sedgwick CMS) is the LTD Claims Administrator. The LTD Claims Administrator will mail you a packet of information for you to complete. Included in this packet is a "Release of Information" (ROI) form. This form allows the LTD Claims Administrator to collect information regarding your case and begin processing claim information required to qualify for LTD. This information may include, but is not limited to, an authorization to release medical records and reports to any outside disability review group, medical or health history, chart notes, prescriptions, diagnostic test results, x-ray reports, records received from other health providers, information regarding pre-existing health or medical conditions or illness, as well as your occupation and employment activities, employee/employment records, earnings or finances, application for insurance coverage, prior claim files and claims history and objective medical documentation that supports your LTD. In addition, proof of your income may be requested as well. You must also be willing to undergo an Independent Medical Evaluation, as required. The cost of the examination will be paid by the Plan.

As the LTD Claims Administrator for the Plan, Sedgwick CMS has discretionary authority to determine your qualification for LTD benefits. The LTD Claims Administrator's determination will be made within 45 calendar days from the date you return the completed application package to the LTD Claims Administrator. If the LTD Claims Administrator requires additional time to review your application and supporting documentation to determine your eligibility for LTD benefits, the LTD Claims Administrator will notify you in writing of the additional time and anticipated decision date. If the documentation does not support that you meet the definition for LTD benefits, your claim will be denied.

Pre-Existing Condition Limitation

LTD benefits are NOT payable for disabilities resulting, directly or indirectly, from a Pre-Existing Condition unless the disability begins after 12 months of employment with the Company.

For purposes of the LTD Plan, a “Pre-Existing Condition” is an accident, illness, injury, or pregnancy for which you sought (or had symptoms or conditions which would cause a reasonable person to seek) diagnosis, treatment, or care as determined by the LTD Claims Administrator, in the 6 months before employment starts with the Company. For purposes of identifying a Pre-Existing Condition, treatment includes, but is not limited to:

- Medical exams, tests, hospitalization or emergency room treatment, a physician’s attendance or observation, and
- Use of drugs, medicines, medicinal services, supplies and equipment.

Benefit Amount

Your Long Term Disability benefit, when coordinated with other sources of income, will be a maximum of 60% of your eligible earnings, up to a maximum of \$7,500 per month. There is no minimum benefit. Your Eligible Earnings are your base pay earnings and do not include overtime, shift differential, bonus payments, quality awards, detail pay and any other form of special or extra compensation that is not part of your base pay earnings. LTD payments are taxable income. LTD payments will be issued by the Company and are paid at the end of each month.

Social Security Advocate

A Social Security Disability Advocate (contracted by the Claims Administrator) will assist you in applying for disability benefits from the Social Security Administration (SSA). The Social Security Disability Advocate will work on your behalf to get disability benefits approved from the SSA. Working with an advocate helps facilitate the processing of applications and eases the navigation through the SSA process. There is no charge to you for this service. If your disability application is denied by SSA, the Company’s

Social Security Disability Advocate will assist you with SSA appeals. Once your application is approved and SSA Disability Income (SSDI) is awarded, LTD payments from SRNS will be offset by the amount of SSDI. **Additionally, you will also be required to reimburse the Company and/or the Plan for any overpayment due to a retroactive award of SSDI.** It is your responsibility to notify the LTD Claims Administrator of a retroactive award and to reimburse any amounts owed under the terms of the LTD Plan. If you fail to make the required reimbursement, the amount owing will be deducted from future Plan payments.

You are required to apply for Social Security disability benefits to receive Long Term Disability benefits. If you are not awarded Social Security disability benefits when you first apply, you are required to appeal your claim with Social Security through the Administrative Law Judge hearing level.

Coordination with Other Sources of Income

Any income from another employer or self employment, excluding approved rehabilitation programs, may result in the termination of your LTD benefits. Other income sources that will reduce the amount of your LTD benefits include:

- Social Security disability benefits that can begin at any age
- Social Security retirement payments that can begin at age 62
- State or federal Workers’ Compensation disability or occupational disease benefits
- Gross pension payments from the Company Pension Plan for which you are eligible (inclusive of the Incapability Supplement)
- Veteran’s Administration (VA) Disability Compensation
- Any other state, federal or employer-sponsored program

You are required to apply for all other income sources for which you are eligible, including Social Security benefits. If your claim is denied, you are required to appeal (up to the administrative law judge for Social Security disability benefits), provided an appeal is available. As a condition of payment under this Plan, you must allow the Plan to obtain information about any other income sources. Any increase in Other Sources of Income during the period of Disability due to a cost of living adjustment will not be considered in calculating the net LTD benefit after the first reduction for Other Sources of Income.

You will be required to submit satisfactory proof of your disability initially and may be required to submit proof of continued disability in the future. In addition, proof of your income will be requested as well to determine continued qualification and to validate applicable offsets.

Because your Long Term Disability benefit payment is offset by income you receive or you are eligible to receive from other income sources, the amount actually payable from the Long Term Disability Plan may vary from month to month. Once a benefit amount from one of the other income sources becomes available, the 60% maximum LTD benefit is offset by any additional income. The new calculation may result in either an overpayment or underpayment to you. Any underpayment will be paid to you from the Plan. **You must repay any overpayment back to the Plan.** The overpayment should be paid in a lump sum. In some situations, the Plan may agree to accept a repayment in installment payments, or by deductions taken from your monthly benefit. The Plan reserves the right to offset overpayments against future benefit payments until reimbursement is received. The Plan has the right to recover overpayments from your estate and to take any appropriate collection activity available to collect overpaid amounts.

Note:

If an overpayment occurs because you conceal, misrepresent or give misleading information (for example regarding your employment, earnings, medical condition or receipt of SSDI) your benefit may be terminated and you must repay the amount of the overpayment.

For example, your monthly Eligible earnings are \$4000; thus, your maximum LTD benefit would be \$2400 (\$4000 at 60%). Your LTD benefit will be offset by your Social Security award (minus \$1,000 for example) and any gross amount you are eligible to receive from the Pension Plan (minus \$800 for example). Your LTD benefit would be \$600.

| | |
|----------------|--|
| \$4,000 | Monthly Eligible earnings |
| <u>x 60%</u> | |
| \$2,400 | Maximum LTD Benefit |
| -\$1,000 | Social Security Award |
| <u>-\$ 800</u> | Gross Pension Benefit (before spousal coverage reductions and/or any other deductions) |
| \$ 600 | Monthly LTD Benefit |

Payments you receive from disability policies you have purchased as an individual will not be considered as an income offset to your Long Term Disability benefit.

Your monthly LTD benefit will be reduced as follows if you receive a lump sum award from any other income source earnings during your period of disability:

- The lump sum payment is prorated by dividing that amount by the number of months for which the settlement in advance was provided;
- If the number of months is not known, or if there is no specific allocation of the lump sum payment, the Plan will determine a reasonable prorating period.

When Benefits End

You will continue to receive your Long Term Disability benefits through the end of month during which you turn age 65, as long as you continue to meet the qualification criteria for disability and are approved for payments by the LTD Claims Administrator. If you become disabled after age 60, you will receive Long Term Disability benefits as long as you remain disabled, up to a

maximum of five years. You will be required to provide medical documentation that supports your Long Term Disability. In addition, the LTD Claims Administrator will periodically ask you to authorize your physicians to release medical information to the Plan that is required to determine your continued participation under the Plan. If, at any time, you refuse to provide medical documentation, earnings documentation, or you are determined by the LTD Claims Administrator to be no longer qualified for LTD, your benefits will end.

Your LTD benefits are discontinued when:

- you exhaust your benefits,
- you are no longer determined to be eligible for benefits,
- you return to work,
- you are no longer under the regular treatment of a Treating Provider for your Disability or are no longer receiving Appropriate Care,
- you refuse to participate in a requested Independent Medical Evaluation,
- you refuse to supply documents, information or take action required by the LTD Claims Administrator
- you are working for another employer or self-employed for remuneration or profit (excluding approved rehabilitation programs),
- you die.

Mental Nervous and Substance Abuse Limitations

LTD benefits will be paid on a limited basis for a disability caused by, or contributed by, Substance Abuse or Mental or Nervous Disorder or Disease. No further benefits will be paid once 24 months of LTD benefits have been paid.

For purposes of the LTD Plan, “Mental or Nervous Disorder or Disease” means a mental disorder as listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, as published by the American Psychiatric Association. A Mental or Nervous Disorder or Disease, as so defined, may be related to or be caused by physical or biological factors, or result in physical symptoms or expressions.

For the purposes of the LTD Plan, Mental or Nervous Disorder or Disease does not include any mental disorder listed within any of the following categories found in the Diagnostic and Statistical Manual of Mental Disorders, as published by the American Psychiatric Association:

- Mental Retardation;
- Motor Skills Disorder;
- Delirium, Dementia, and Amnesic and other Cognitive Disorders;
- Narcolepsy, Obstructive Sleep Apnea, and Sleep Disorder due to a general medical condition;
- Stroke, Brain tumors, Closed Head Injury. Other Organic Conditions and
- Alzheimer’s Disease

The LTD Claims Administrator determines, at its discretion, if a Disability is the result of a Mental or Nervous Disorder or Disease.

Exclusions

Benefits are not paid for a Long Term Disability caused by or resulting from:

- Act or commission of criminal or illegal activities
- When you are incarcerated for the commission of a crime, regardless if the crime contributed to your Disability.
- Participation in a riot
- War, declared or undeclared, or a terrorist act
- Attempted suicide or self-inflicted injury, whether sane or insane
- Non-compliance with a prescribed treatment program
- Any illness or injury resulting from any occupation or work for compensation or profit other than for SRNS or as an Option A Craft Employee
- Serving in the armed forces of any country
- An illness or injury occurring after your employment ends for any reason

LTD Appeals

If your claim has been initially denied, you may appeal the denial to the LTD Claims Administrator. To begin the appeal process, you must contact the LTD Claims Administrator within 180 days of the date on the initial denial letter. Your request for review must state the reason for appealing the claim denial and the basis upon which the review is requested, including but not limited to, pertinent Plan provisions, prior decisions and/or statements of facts or circumstances in your possession which are relevant to your claim.

LTD Claims Administrator:

Sedgwick Claims Management Services, Inc.
P.O. Box 14454
Lexington, KY 40512-4454
(800) 231-0165

As a participant in the Plan, you have the right to request and examine, without charge, at the Plan Administrator's office and at other specified locations such as your personnel office, all plan documents, including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of Labor, Pension and Welfare Benefits Administration, such as detailed annual reports and plan descriptions. You have a right to obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. The Plan will provide these documents within 30 days of receiving the employee's written request.

Within 45 days after receiving your appeal, the LTD Claims Administrator will provide you with a written decision. If more time is needed to review your appeal, the LTD Claims Administrator may utilize a 45-day extension. If this additional time is needed, you will be notified in writing.

If the claim decision is upheld (i.e. your first appeal has also been denied), you may file a final appeal to the LTD Plan Administrator within 60 days of the date of the second denial letter. Your request for review must state the reason for appealing the claim denial and the basis upon

which the review is requested, including but not limited to, pertinent Plan provisions, prior decisions and/or statements of facts or circumstances in your possession which are relevant to your claim. The Plan Administrator, and those persons acting on the Plan Administrator's behalf, are vested with full power and sole discretion to interpret all the terms of the Plan, and the discretionary authority to make all determinations of fact or law. All decisions made by the Plan Administrator are final and binding.

After exhausting the administrative claims and appeals process with the Plan Administrator, you may begin legal action and serve legal papers on the Agent for Service of Legal Process. The contact information for the Agent of Service of Legal Process is noted at the end of this booklet.

Please see ERISA rights in the General Information Section for more information regarding your rights to plan documents and records.

The Incapability Retirement pension benefit under the Pension Plan may be available even if you are not receiving Long Term Disability benefits.

INCAPABILITY RETIREMENT (IR)

PLEASE REFER TO THE PENSION SUMMARY PLAN DOCUMENT FOR MORE INFORMATION OF BENEFITS, LIMITS AND EXCLUSIONS REGARDING THE PENSION PLAN, INCLUDING THIS INCAPABILITY RETIREMENT BENEFIT. THE OFFICIAL PENSION PLAN DOCUMENT GOVERNS THE ACTUAL OPERATION OF THE PENSION PLAN AND THE PAYMENT OF BENEFITS. IF THERE IS A CONFLICT BETWEEN THE PENSION PLAN AND THIS SUMMARY, THE PENSION PLAN WILL CONTROL.

To be eligible for an Incapability Retirement benefit you must be an SRNS, or Option A Craft, full-service Incumbent Employee eligible for the Pension Plan with at least 15 years of Eligibility Service. If you are incapable of performing the Essential Functions of Your Normal Occupation due to a disability you may qualify for an Incapability Retirement from the Pension Plan.

The Incapability Retirement benefit is an unreduced pension equal to the pension benefit earned as of date retired under the Incapability Retirement provision of the Pension Plan. In addition, you may receive an Incapability Supplemental payment from the Pension Plan until you have been awarded Social Security disability benefits, or until you are old enough to be eligible to receive Social Security retirement (age 62) payments, whichever occurs first.

You are required to apply for Social Security disability benefits and appeal (through the Administrative Law judge hearing level) if you are denied such Social Security disability benefits.

SRNS' contracted Social Security Disability Advocate will assist you in applying for disability benefits from the Social Security Administration (SSA). The Social Security Disability Advocate will work on your behalf to get disability benefits approved from the SSA. Working with an advocate helps facilitate the processing of applications and eases the navigation through the SSA process.

There is no charge to you for this service. If your disability application is denied by SSA, the Social Security Disability Advocate will assist you with SSA appeals. You are required to notify the Benefits Solutions Service Center when you receive any Social Security award or denial notice and to pay any amounts owed to the Plan. **If there are any overpayments of the Incapability Supplement, and you fail to repay, such amounts will be deducted from future pension payments.**

Incapability Retirement benefits, if approved, begin (are effective) on the 1st of the month following the later of the: 1. last date on which you received STD benefits, or 2. end of a Company approved unpaid Leave of Absence. Between the end of STD and the first month following your Incapability Retirement approval, you may use time bank hours, if available. If no time bank hours are available, you will be placed on an unpaid leave of absence until the end of the month. Incapability Retirement benefits are payable at the end of the month, after they are effective.

You will be required to submit satisfactory proof of your disability initially and may be required to submit proof of continued disability in the future. In addition, proof of your income will be requested as well to determine continued qualification and to validate applicable offsets.

For more information concerning the amount of your Incapability Retirement benefit call the Benefits Solution Service Center.

Your Incapability benefits may be discontinued when you no longer qualify, including but not limited to:

- Your pension supplement ends upon the effective date of your Social Security disability benefit, or your Social Security benefit at age 62, whichever comes first,
- You do not provide sufficient documentation,
- You are determined by the LTD Claims Administrator to be no longer qualified for Incapability Retirement benefits,
- You return to work,
- You die (please refer to the Pension Plan for Survivor benefits).

If your claim has been initially denied, you may appeal the denial to the Incapability Retirement Claims Administrator. To begin the appeal process, you must contact the Incapability Retirement Claims Administrator within 180 days of the date on the initial denial letter. Your request for review must state the reason for appealing the claim denial and the basis upon which the review is requested, including but not limited to, pertinent Plan provisions, prior decisions and statements of facts or circumstances in your possession which are relevant to your claim.

Incapability Retirement Claims Administrator:

Sedgwick Claims Management Services, Inc.
P.O. Box 14454
Lexington, KY 40512-4454
(800) 231-0165

Within 45 days after receiving your appeal, the Incapability Retirement Claims Administrator will provide you with a written decision. If more time is needed to review your appeal, the Incapability Retirement Claims Administrator may utilize a 45-day extension. If this additional time is needed, you will be notified in writing.

If the claim decision is upheld (i.e. your first appeal has also been denied), you may file a second appeal to the Pension Plan Administrator within 60 days of the date of the second denial letter. Your request for review must state the reason for appealing the claim denial and the basis upon which the review is requested, including but not limited to, pertinent Plan provisions, prior decisions and statements of facts or circumstances in your possession which are relevant to your claim. The Pension Plan Administrator, and those persons acting on the behalf of the Plan Administrator, are vested with full power and sole discretion to interpret all the terms of the Plan and the discretionary authority to make all determinations of fact or law. All decisions made by the Plan Administrator are final and binding. The Pension Plan Administrator shall generally describe the appeal within 45 days of receiving the appeal. If the Pension Plan Administrator needs more time, the Administrator may utilize a 45-day extension.

After exhausting the administrative claims and appeals process with the Plan Administrator, you may begin legal action and serve legal papers on the Agent for Legal Process. The contact information for the Agent of Legal Process is noted at the end of this booklet.

GENERAL INFORMATION

The information contained in this section provides important legal and administrative information about how the Employee Benefit Plans are administered, your rights to benefits from these plans and the process of attempting to resolve a problem you might have with any of the plans. The information in this section explains:

- Your rights under Employee Retirement Income Security Act of 1974, as amended (ERISA);
- How to contact the Plan Administrator or Plan Trustee;
- Additional information on rights that you may have as a plan participant.

This Summary Plan Description does not constitute an implied or expressed contract or a guarantee of employment. You should read this material carefully and keep it for future reference.

Plan Sponsor

All ERISA-covered benefit plans referred to in this Summary Plan Description are sponsored by Savannah River Nuclear Solutions, LLC (referred to in this document as SRNS or the Company).

Plan Administrator

The Plan Administrator is responsible for maintaining the records related to and administration of ERISA-covered benefit plans. The Plan Administrator also has the sole discretion to decide all issues of fact or law. The Plan Administrator reserves the right to request, at any time, documents to determine eligibility for benefits and to resolve appeals. The Plan Administrator(s) for the retirement plans and self-insured welfare plans is designated by the Company Health & Welfare and Savings & Pension Benefits Committees. Correspondence to the Plan Administrator should be sent to the address noted for the Plan Administrator in the Plan Information section below.

Plan Numbers

A Plan Number has been assigned to each plan for identification purposes. The Plan Numbers are listed in the Plan Directory located at the end of this Summary Plan Description, along with the formal name of each plan. You should use the formal name of the Plan and the Plan Number in all correspondence relating to the plans.

Plan Documents

Each individual Summary Plan Description summarizes the provisions of the applicable plan. However, the official plan documents, insurance company contracts and trust agreements legally govern the operation of the plans.

If any question should arise which is not covered by a Summary Plan Description, or if a Summary Plan Description should appear to conflict with the official plan documents, the text of the official plan document will control how the question will be resolved. Copies of plan documents, together with Plan annual reports and descriptions are available for review by any plan participant, spouse or beneficiary. If you would like to review a copy of these documents, contact your Plan Administrator.

Plan Financing and Administration

The Short-Term Disability Income Plan is self-insured, self-administered and funded by the Company. The Long-Term Disability Income Plan is self insured and funded by the Company. The Long-Term Disability Claims Administrator is Sedgwick CMS.

Future of the Plans

While the Company expects to continue the plans for an indefinite period of time, the Company, by action of its Board of Directors and/or the Company Benefits Committee, reserves the right at any time and from time to time to modify or amend in whole or in part any or all of the provisions of the plans.

If Your Claim Is Denied

If your claim (or your beneficiary's claim if you are deceased) for benefits under any plan is denied in whole or in part, and you have exhausted the claims appeal process with the appropriate Claims Administrator, you can appeal the denial through the Plan Administrator. (Refer to the Plan Information section for the name, address and phone number of the appropriate Plan Administrator.) The Plan will not accept any documents for review dated and/or received after the Plan Administrator's final decision.

Overpayments

If, for any reason, an overpayment is erroneously made under any of these plans, the participant shall be responsible for refunding the amount to the plan. The repayment shall be made pursuant to the method established by the Plan Administrator. The methods of repayment may include, but are not limited to your making the repayment in a lump sum, or installment payments, or by deductions taken from payroll. The Plan reserves the right to offset overpayments against future benefit payments until reimbursement is received. The Plan has the right to recover overpayments from your estate and to take any appropriate collection activity available to collect overpaid amounts.

Note: If an overpayment occurs because you conceal, misrepresent or give misleading information (for example regarding your employment, earnings, medical condition or receipt of SSDI) your benefit may be terminated and you must repay the amount of the overpayment.

Legal Service

If you believe you have been improperly denied a benefit under any of the plans, and after you have exhausted the administrative claims and appeals process, you may begin legal action and serve legal papers on the agent for service of process, the Plan Administrator, any trustee of the plans or the related insurance companies or claims administrators.

The addresses for the insurance companies, claims administrators and/or trustees can be found in the Plan Information section at the end of this booklet. The Plan Administrator's address is also shown in the Plan Information section. For legal action, the name and address for the agent for service of process on the Plan Administrator is:

Corporate Service Company

1301 Gervais Street
Columbia, SC 29201
Phone: 800-927-9800

ERISA Rights

Although ERISA does not require that an employer provide benefits, it does set standards on how a plan is run, and requires that you be kept informed of your rights and benefits.

As a participant or beneficiary in the Employee Benefits Program, you are entitled to certain rights and protection under ERISA. Federal regulations require that all Summary Plan Descriptions include the following statement:

ERISA provides that you may:

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as your personnel office, all plan documents, including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of Labor, Pension and Welfare Benefits Administration, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- The Plan Administrator is required by law to furnish each participant with a copy of the Plan's "Summary Annual Report" or SAR.

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

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your application for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your application.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from a plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have an application for benefits which you believe was improperly denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that the plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, Pension and Welfare Benefits Administration, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and/or fees. If you lose, the court may order you to pay these costs and/or fees (for example, if it finds your claim frivolous or without reasonable cause).

If you have questions about any plan, you should contact the Plan Administrator. If you have any questions about the statement quoted above, or if you should need other assistance or information concerning your rights under ERISA, you should contact the United States Department of Labor at the following address:

U.S. Department of Labor

Employee Benefits Security Administration
61 Forsyth Street, SW
Atlanta, GA 30323

You may also contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210

PLAN INFORMATION

Type of Plan:

Disability Income Benefits

Plan Name:

SRNS Disability Income Plan

Plan Year:

January 1 - December 31

Plan Number:

503

Plan Sponsor:

Savannah River Nuclear Solutions, LLC

Plan Sponsor Employer

Identification Number:

26- 0240191

Plan Administrator:

Disability Income Plan Administrator
Savannah River Nuclear Solutions, LLC

Building 703-47A

Aiken, SC 29808

Phone: (803) 725-7772

(800) 368-7333

Agent for Legal Process:

Corporate Service Company

1301 Gervais Street

Columbia, SC 29201

Phone: (800) 927-9800

LTD Claims Administrator:

Sedgwick Claims Management Services, Inc.

P.O. Box 14454,

Lexington, KY 40512-4454

Phone: (800) 231-0165

Funding:

Plan is unfunded. Benefits are paid from general assets of the employer.

DEFINITIONS

Appropriate Care

means the determination of an accurate and medically supported diagnosis of disability by a Treating Provider, or a plan established by a Treating Provider of ongoing medical treatment and care of your disability that conforms to generally accepted medical standards, including frequency of treatment and care.

Disability Case Management (DCM)

Staff functioning as case managers for the purpose of approving and managing short term disability claims.

Eligible Earnings

Your Eligible Earnings means your regular base pay, as of the pay period prior to your Disability start date. Eligible earnings do not include overtime, shift differential, bonus payments, quality awards, detail pay and any other form of special or extra compensation that is not considered part of your base pay earnings.

Essential Functions of Your Normal Occupation

means that you are unable to perform the essential functions of the occupation you routinely performed at the time disability begins.

Full Service Employee

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

Incapability Retirement

Participants in the Pension Plan are eligible for an early pension benefit, if they have a minimum of 15 years of Eligibility Service (regardless of age) and cannot perform the duties of their own job.

Incumbent Employee

Employees who meet eligibility requirements and actively participate in the Pension Plan. (This is a closed group. If you terminate employment from the Company and are subsequently rehired, you will no longer be an Incumbent employee.)

Independent Medical Evaluation

means a medical examination performed by an independent Treating Provider.

Option A Craft Employee

Includes Craft employees who selected the Company benefit plan effective 4/1/1989 and have been continuously employed by the Company and predecessor companies. This is a closed group. If you terminate employment from the Company, and are subsequently rehired, you will no longer be considered an Option A Craft employee with Disability Plan eligibility.

Plan

means the SRNS Disability Income Plan.

Reasonable Occupation

Reasonable Occupation means any occupation that you are reasonably capable to perform within your documented current medical restrictions.

Treating Provider

means a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction who is performing tasks within the scope of his or her license and rendering care and treatment to you that is appropriate for your medical condition and locality. The term does not include you, your spouse, your immediate family (including parents, children, siblings, or spouses – whether the relationship is from blood or marriage) or a person living in your household.

CONTACT INFORMATION

Short Term Disability Contact Information

DCM: (803) 725-7425 (5SICK) or (800) 368-7333
Web Address: 5sick@srs.gov

Long Term Disability Plan Contact Information

Sedgwick Claims Management Service
P.O. Box 14454
Lexington, KY 40512-9967
Phone: (800) 231-0165
Fax: (952) 826-3889

This Summary Plan Description of benefits is based on current policies and procedures. Participants are responsible for reading the entire Summary for details. SRNS retains the right to change these details at its discretion. These are interpretations made by SRNS and the Company reserves the right to change these interpretations.



Short Term and Long Term Disability
Summary Plan Description
Effective August 1, 2010