HANFORD SITE
SEVERANCE PAY PLAN
AND SUMMARY PLAN DESCRIPTION
FOR O&E EMPLOYEES

There may be times when economic circumstances, financial conditions, reorganizations or work slowdown make it necessary to enact layoff procedures. This Severance Pay Plan describes the procedures that will be followed and the severance benefits that will be paid to Eligible Employees.

1. Effective Date.

The effective date of this Restated Severance Pay Plan (the "Plan") is January 1, 2012. The original effective date of the Plan was October 1, 1996.

2. Eligibility.

Certain exempt and non-exempt, non-bargaining salaried employees of the Sponsoring Employers who are regularly scheduled to work 20 or more hours per week will become Plan Participants and after completion of one year of service will be eligible to receive severance pay benefits if they are laid off as part of a reduction in force. Hourly paid employees and temporary employees are not eligible. All Employees of CH2M HILL Plateau Remediation Company; M&EC PRC, Inc.; Babcock Services PRC, LLC; EnRep PRC, Inc.; Cavanagh Services Group PRC, LLC; GEM Technology – PRC, Inc.; and Washington River Protection *Solutions*, LLC who otherwise meet the requirements of this Section 2 are eligible for benefits under the Plan. For Employees of Washington Closure Hanford, LLC, ("WCH"), Eberline Services Hanford, Inc., ("Eberline") Advanced Technologies and Laboratories, International, Inc., ("ATL"), and Mission Support Alliance, LLC; Abadan Hanford, LLC; Akima Hanford Services, LLC; Dade

Moeller & Associates Hanford Mission Support, LLC; CSC Hanford, LLC; HPM Corporation-MSA; PSI-Hanford, Inc.; R. J. Lee Group, Inc.-MSA; and Westech International MSA, LLC (together "MSC Employers") only Employees who meet the definition of "Incumbent Employee" and who otherwise meet the requirements of this Section 2 shall be eligible for benefits under the Plan. For these purposes, an Employee of WCH, Eberline, ATL, or an MSC Employer is an "Incumbent Employee" only if:

a. In the case of ATL, the Employee was eligible under this Plan on January 3, 2010, or, if the Employee was hired or rehired after January 3, 2010, the Employee is "Eligible to Return." For the purposes of this Article 2, Eligible to Return means a Participant or former Participant in the Hanford Multi Employer Pension Plan ("Pension Plan"), who is hired or rehired by ATL, and on the date of his or her hire or rehire has not incurred five consecutive years of absence from Benefit Service under the Pension Plan.

b. In the case of WCH, the Employee was an "Eligible Employee" in the Hanford Multi-Employer Pension Plan, Hanford Operations and Engineering, as defined therein, on the date of the contract award, June 6, 2005, and was subsequently employed by WCH by the close of the contract transition on August 26, 2005.

c. In the case of Eberline, the Employee was an "Eligible Employee" in the Hanford Multi-Employer Pension Plan, Hanford Operations and Engineering, as defined therein, on the date of the contract award, June 6, 2005, and was subsequently employed by Eberline by the close of the contract transition on August 26, 2005.

d. In the case of the MSC Employers, the Employee is "Eligible to Return." For the purposes of this Article 2, Eligible to Return means a Participant or former Participant in the

Hanford Employee Welfare Trust ("HEWT"), who is hired or rehired by an MSC Employer, and on the date of his or her hire or rehire has not incurred five consecutive years of absence from coverage under the HEWT.

Severance pay benefits will not be paid in the following situations:

a. Where the employee voluntarily terminates his or her employment with a Sponsoring Employer including by accepting a voluntary early retirement plan, incentive or program; or

b. Where the employee is discharged for reasons other than as part of a reduction in force; or

c. Where the employee is hired by another business entity that acquires all or part of a Sponsoring Employer's business; or

d. Where the employee either declines to apply for comparable employment, or is offered and declines comparable employment, with another business entity that acquires all or part of a Sponsoring Employer's business; or

e. Where the employee fails to execute, or subsequently revokes, any waiver or release of claims required by a Sponsoring Employer as a condition to receipt of severance pay; or

f. In the event that responsibility for performance of part or all of the work and services under a Sponsoring Employer's contract with the DOE (or its subcontract with a DOE contractor) is assumed by another contractor or government agency and the employee is transferred to the employ of or is offered employment within the same classification or at a position of comparable responsibility by the successor contractor or government agency, which employment is to commence within 30 days after being laid off; or

Notwithstanding (c), (d), or (f), an employee will be entitled to severance pay where work is outsourced, the employee is offered employment by the firm to which the work is outsourced, declines the offer and is then laid off. Work will be considered outsourced where a new business entity is assigned work previously done by a Sponsoring Employer, the employee is offered a

position with a one-year guarantee of employment at the same rate of pay, and is also offered continuity of service. To receive severance, the employee must not apply for or accept employment with the new business entity for a period of not less than six (6) months.

3. Reduction in Force Severance Pay Benefits.

A Participant who is laid off as part of a reduction in force and who is eligible will receive severance pay based on length of service with his or her Employer. An eligible employee will receive one (1) week's pay for every year of service, to a maximum of twenty (20) weeks. An employee with less than one (1) year of service will receive no benefit under this Plan.

"Pay" means the rate of base salary or wage in effect at the date of layoff before any salary reduction contributions to an Internal Revenue Code Section 125 cafeteria plan and excluding payments by the Employer on account of medical, disability and life insurance. Pay does not include overtime, shift differential pay, bonuses or any other extraordinary pay.

An employee with less than twenty (20) years of service and greater than one year of service will be entitled to a partial accrual for a partial year of service equal to one-quarter week's pay for each three (3) months of service up to the date of layoff. Service will be credited pursuant to the provisions of the Human Resources Procedure HNF-PRO-041, Company Service Regulations as now in effect or hereafter revised or individual Sponsoring Employer company service regulations to the extent inconsistent.

In no event shall benefits paid under the Plan exceed two times the lesser of the Employee's taxable compensation for the Employee's prior tax year or the Internal Revenue Code Section 401(a)(17) limit for the Employee's prior tax year. Further, in no event shall

benefits paid under this Plan be paid later than the last day of the Employee's second tax year following the date of severance.

4. Special Provisions Applicable to Employees of Enterprise Companies.

In the event an Eligible Employee of an Enterprise Company or its successor is laid off from employment as part of a reduction in force at such Company under circumstances that under this Plan would have entitled the Eligible Employee to benefits under this Plan from his or her then Employer if he or she had been laid off on September 30, 1996, benefits under this Plan shall be paid to such Eligible Employee subject to the following:

a. The Eligible Employee must meet all of the requirements of this Plan that would have otherwise entitled him or her to benefits as if the layoff had occurred from the employ of his or her then Employer on September 30, 1996;

b. The Eligible Employee will receive credit under Section 3 for service with the Enterprise Company and its successor;

c. The amount of severance pay due the Eligible Employee under this Plan shall be reduced by any severance pay received under a severance pay plan of the Enterprise Company or its successor; and

d. The severance pay protection offered by this Plan shall end upon the Eligible Employee's terminating employment with the Enterprise Company and its successor for any reason whether or not any benefits are payable hereunder and reemployment shall not entitle the Eligible Employee to any reinstatement of rights hereunder.

For the purpose of this section, an "Eligible Employee" is a person who meets all of the following: (A) on September 30, 1996, the individual was an eligible employee of an Employer sponsoring this Plan on such date; and (B) between October 1 and December 31, 1996, the individual was mapped to employment by an Enterprise Company. Eligibility shall not be adversely affected if the employee is transferred from one Enterprise Company to another

between October 1, 1996 and December 31, 1996. "Enterprise Company" means any one of the following: Fluor Federal Services, Lockheed Martin Services, Inc., Areva NC, Inc., and Energy Solutions Federal Services, Inc. "Successor" means a successor to the Enterprise Company's contract or subcontract or a company to which the Enterprise Company's work scope is transferred. "Successor" includes a Project Hanford Management Contract (PHMC) successor contractor, named preselected subcontractor, or teammate. To remain eligible for benefits on layoff by a successor, the employee must be employed by the successor immediately following employment by the Enterprise Company and receive no severance pay from the Enterprise Company. An employee offered comparable employment by a successor who declines the offer shall not be entitled to severance pay hereunder.

5. Time and Form of Payment.

In the event of a permanent layoff, an employee has the option of receiving his or her severance pay in a lump sum or delaying receipt of severance pay for a period of six (6) months. A permanent layoff is one that the Employer determines at the time of termination of employment will exceed six (6) months. In the event of the death of an employee prior to receipt of all severance pay to which the employee is entitled, the remaining benefits will be paid to his or her estate. Severance pay benefits will be paid from the general assets of the Employer. No trust fund or other segregated fund has been established for this purpose.

No severance pay benefits will be paid until the employee signs any required release of all claims against the Plan Administrator and the Employer, their officers, and affiliates, on a form provided by the Employer, and any revocation period established by any applicable law or regulation has expired without revocation of the release by the employee.

6. Option to Repay Severance Pay.

An employee who is rehired prior to the expiration of six (6) months may elect to repay severance pay received if (a) the employee was permanently laid off and received a lump sum severance pay allowance, or (b) the employee was on an indeterminate layoff and elected to receive severance pay prior to six (6) months of layoff. Repayment shall be completed within one (1) year from the date of reemployment in which event service credited under Section 3 prior to the layoff will be restored. In the event the employee fails to repay the total severance pay received within one (1) year from the date of reemployment, all service previously accumulated under Section 3 will be permanently extinguished. The employee will be entitled to credit for service under Section 3 hereof upon completion of one (1) year of continuous service, which year will be credited under Section 3.

Repayment will not be permitted upon reemployment where the layoff is in excess of six (6) months. On rehire, the employee will be entitled to credit for service under Section 3 hereof upon completion of one (1) year of continuous service, which year will be credited under Section 3. If an employee is rehired and is again laid off within one (1) year from the date of the date of reemployment and prior to the repayment of the total severance pay received, the employee will be entitled to the restoration of a pro rata amount of service credited under Section 3.

Except upon repayment as provided in this section, an employee shall never be entitled to severance pay for a period of service credited under Section 3 for which he has previously received severance pay.

7. Loss of Severance Pay Credits.

In the event of a termination of employment other than one for which severance pay is due hereunder, all service under Section 3 will be extinguished. In the event the employee is rehired, service under Section 3 will be restored only pursuant to the provisions of the Project Hanford Company Service Regulations as now in effect or hereafter revised or individual Sponsoring Employer company service regulations to the extent inconsistent.

8. Plan Administrator.

The Plan Administrator is the Hanford Employee Welfare Trust (the "Trust" or the "Plan Administrator"). The Plan Administrator is a named fiduciary under the Plan with the authority to control and manage the operation of the Plan. The Plan Administrator will have the power and authority in its sole discretion to publish such rules for the regulation of the Plan as in the Plan Administrator's sole discretion are deemed necessary and advisable and that are not inconsistent with the terms of the Plan or ERISA. The Plan Administrator shall have the responsibility for completing any reports required by law. The Plan Administrator shall have no responsibility for the payment of any benefits except to its employees.

Each Sponsoring Employer shall have the responsibility in its sole discretion to determine eligibility for and the amount of benefits due its employees under this plan. Each Sponsoring Employer shall in its sole discretion process claims for benefits by its employees pursuant to Section 12 of this Plan.

Each Sponsoring Employer shall have the exclusive responsibility for the payment of benefits to its employees under this Plan. The Sponsoring Employer that last employed a

Participant prior to the claim for benefits under this Plan shall be responsible where a Participant was employed by more than one Sponsoring Employer.

Inquiries to the Plan Administrator should be addressed to the Board of Trustees of the Hanford Employee Welfare Trust c/o Mission Support Alliance, LLC, P.O. Box 650, M/S: H2-23, Richland, WA 99352, attn: Heather Goldie-Baker, Manager of Benefits Administration, telephone number (509)372-1385.

9. Plan Sponsors.

The Sponsoring Employers are: Washington Closure Hanford, LLC (EIN 20-1666939); Eberline Services Hanford, Inc. (EIN 91-1688187); Advanced Technologies and Laboratories, International, Inc. (EIN 51-032-3647); CH2M HILL Plateau Remediation Company (EIN 77-0694488); M&EC PRC, Inc. (EIN 26-3179694); Babcock Services PRC, LLC (EIN 01-0912203); EnRep PRC, Inc. (EIN 26-3176568); Cavanagh Services Group PRC, LLC (EIN 26-3190484); GEM Technology – PRC, Inc. (EIN 26-3190138); Washington River Protection *Solutions*, LLC (EIN 26-0771181); Mission Support Alliance, LLC (EIN 30-0419594); Abadan Hanford, LLC (EIN 27-0481852); Akima Hanford Services, LLC (EIN 27-0476876); Dade Moeller & Associates Hanford Mission Support, LLC (EIN 27-0470310); CSC Hanford, LLC (EIN 27-0504938); HPM Corporation-MSA (EIN 80-0433252); PSI-Hanford, Inc. (EIN 27-0452761); R. J. Lee Group, Inc.-MSA (EIN 27-0478298); and Westech International MSA, LLC (EIN 27-0481996). The Plan Number is 504.

10. Plan Year.

The Plan Year is the calendar year ending December 31. All records of the Plan are maintained on this Plan Year.

11. Type of Plan.

This Plan is an employee welfare plan that provides severance pay benefits to eligible Participants. The Plan is an unfunded plan administered by the Plan Administrator and the Sponsoring Employers. When severance pay benefits are payable under the terms of this Plan, the benefits are paid from the general assets of the Sponsoring Employer and shall not be paid from the Trust. All Plan benefits are paid by the Sponsoring Employers and no Participant contributions are required. This Plan is intended to meet the requirements for exception to Section 409A of the Internal Revenue Code of 1986, as provided under Section 1.409A-1(b)(9) of the regulations promulgated thereunder, pertaining to bona fide separation pay plans.

12. Legal Service.

Any legal notices regarding this Plan should be sent to the Plan Administrator.

13. Claims Procedure.

A claim for benefits shall be directed to the Participant's Sponsoring Employer. If a Participant disagrees with an initial response to a claim for benefits under this Plan, the Participant may make a claim to the Sponsoring Employer. This claim should be in the form of a letter stating why the Participant disagrees and should include all facts and information the Participant wants the Sponsoring Employer to consider. The Participant will be advised of the acceptance or rejection of his or her claim within 90 days after the claim is received, unless special circumstances require an extension of time for processing the claim. If the Sponsoring Employer requires an extension, written notice of the extension will be furnished to the Participant prior to the end of the initial 90-day period. The extension will not exceed an additional period of 90 days. The extension notice from the Sponsoring Employer will state the

special circumstances requiring the extension of time and the date by which the Sponsoring Employer expects to make a final decision.

In the event the Participant's claim is denied, it must be denied in writing and the denial must state in detail the specific reasons for the denial, the specific plan provisions upon which the denial is based, any additional material or information that the Participant may provide that would entitle him or her to the benefits claimed, and an explanation of why such material or information is necessary. The notice of denial must also explain the steps to be taken if the Participant or his or her beneficiary wishes to submit a claim for review. If notice of denial of the initial claim is not furnished within the time period allowed above, the Participant's claim will be deemed denied and the Participant may proceed to request a review of the denied claim.

A Participant may submit a claim for review by the Sponsoring Employer. If the Participant chooses to submit a claim for review, then within 60 days after the date the claim is denied, the Participant or his or her authorized representative must make a written request for review. The Participant's request for review of a denied claim should include a statement of the reasons the claim should be allowed. The Participant or his or her representative may examine any documents the Sponsoring Employer has in its files and will use in reaching a decision, and the Participant may also submit additional written comments that support the Participant's claim.

The Sponsoring Employer will advise the Participant of the decision in writing within 60 days following receipt of the Participant's request for review, unless special circumstances require an extension of time for processing. If an extension is necessary, a decision will be made as soon as possible, but not later than 120 days after the receipt of the Participant's request for review. If an extension of time for review is required because of special circumstances, written

notice of the extension and the reasons for needing more time will be furnished to the Participant prior to the commencement of the extension. The decision on review will be in writing and will include specific reasons for the decision, as well as specific references to the plan provisions upon which the decision is based. The decision of the Sponsoring Employer will be final and will be subject to no further appeal or review.

14. ERISA Rights.

This statement of ERISA rights is required by federal law and regulation. A Participant in this Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

(a) Examine, without charge, at the Employer's office and at other locations, such as worksites, all Plan documents, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and plan descriptions.

(b) 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.

(c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.

(d) Obtain a statement of your total Plan benefits. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Plan Participants and beneficiaries. No one, including the Employer or any other person, may fire a Participant or otherwise discriminate against a Participant in any way to prevent the Participant from obtaining a Plan benefit or exercising rights under ERISA. If the Participant's claim for a Plan benefit is denied in whole or in part, the Participant must receive a written explanation of the reason for the denial. The Participant has the right to have the Plan review and reconsider his or her claim. Under ERISA, there are steps a Participant can take to enforce the above rights. For instance, if a Participant requests materials from the Plan and does not receive them within 30 days, the Participant may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Participant up to $110 a day until the Participant receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If the Participant has a claim for benefits that is denied or ignored, in whole or in part, the Participant may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if a Participant is discriminated against for asserting his or her rights, the Participant may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person the Participant has sued to pay these costs and fees. If the Participant loses, the court may order the Participant to pay these costs and fees, for example, if it finds the claim is frivolous. If a Participant has any questions about the Plan, the

Participant should contact the Plan Administrator. If the Participant has any questions about this statement or about his or her rights under ERISA, or if the Participant needs assistance in obtaining documents from the Plan Administrator, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or 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. A Participant may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the Publications Hotline of the Employee Benefits Security Administration.

15. Right to Amend or Terminate Plan.

Each Sponsoring Employer intends this Plan to be a continuing program. Nonetheless, each Sponsoring Employer may terminate its participation in the Plan at any time by written notice to the Plan Administrator and its employees' rights to benefits not in pay status shall be extinguished on such termination. The Plan Administrator reserves the right to amend or terminate this Plan at any time and to terminate all Participants' rights to receive benefits hereunder and/or extinguish all service credited under Section 3 to the date of termination or amendment. Until a Participant's involuntary termination of employment under circumstances entitling the Participant to benefits hereunder, the Participant will have no vested or nonforfeitable right to benefits under the Plan.

IN WITNESS WHEREOF, the Hanford Employee Welfare Trust has adopted this Severance Pay Plan the 3 day of April, 2012.

HANFORD EMPLOYEE WELFARE TRUST

By _____
Its Chairman