



Pension Plans

Summary Plan Description

Pension Plans

Introduction

The Pension Plans help build financial security and provide participants with a source of income throughout their retirement years, based on the participant's plan Eligible Earnings and period of active participation in the particular plan as described in this section.

There are a total of four pension plans maintained by the Company for Employees at the Y-12 and Pantex locations. The Retirement Program Plan for Employees of Consolidated Nuclear Security, LLC at the U.S. Department of Energy (DOE) Facilities at Oak Ridge, Tennessee (the "Y-12 Plan") is offered to some bargaining unit and non-bargaining eligible Employees at the Y-12 location. The Consolidated Nuclear Security Retirement Plan for Non-Bargaining Pantex Location Employees (the "Pantex NB Plan") is offered to eligible non-bargaining Pantex location Employees. The Retirement Plan for Bargaining Unit Employees of the Metal Trades Council of Consolidated Nuclear Security, LLC (the "MTC Plan") is offered to eligible Employees covered by the collective bargaining agreement with the Metal Trades Council. The Consolidated Nuclear Security, LLC Retirement Plan for Bargaining Unit Members of the Pantex Guards Union (the "PGU Plan") is offered to eligible Employees covered by the collective bargaining agreement with the Pantex Guards Union.

All four pension plans may be referred to as the "Pension Plan" or the "Plan" in this summary plan description (SPD) unless specifically referring to a certain plan. All are tax-qualified defined benefit plans that help you prepare for retirement. This SPD is for participants in any of the Plans, although there are specific provisions that may apply to only one of the Plans.

The IRS places certain restrictions on the amount of compensation used and the annual pension benefit you may be eligible to receive. These limits may be adjusted periodically by the IRS.

Plan Eligibility

All Plans are closed to new hires and rehires with one exception. The Y-12 Plan is closed unless the rehired participant had a vested interest in his or her accrued benefit in the Y-12 Plan when employment terminated and did not receive a lump sum payment of the accrued benefit. In that limited circumstance, if the Y-12 Plan vested participant is rehired to perform services at the Y-12 location and did not receive a lump sum payment, he or she may re-participate in the Y-12 Plan.

Anyone hired or rehired on or after the applicable Plan's closure is not permitted to participate in the Plans, but will be a participant in a defined contribution plan with "enhanced" Company contributions to take into account the fact the Employee is not accruing pension benefits. Employees who are accruing benefits in a Company pension plan will not be eligible for enhanced contributions. The Enhanced Defined Contribution Plan is referred to in this SPD as the "EDC." Because all the Plans are closed, this SPD does not include detailed descriptions of the initial eligibility requirements of each Plan.

Plan Closure Dates:

Y-12 Plan includes the following Employee classifications:

| | |
|--|------------------|
| Y-12 Non-Bargaining* (85 Points): | Closed 1-1-2012 |
| Y-12 ATLC (85 Points): | Closed 1-1-2016 |
| Y-12 USW (85 Points): | Closed 2-1-2016 |
| Y-12 IGUA Central Alarm Station Operators, Central Training Facility Instructors, and Beta 9 Operators Employees (81 Points): | Closed 1-1-2016 |
| Y-12 IGUA Security Police Officers (81 Points): | Closed 8-15-2016 |
| Former WSI Non-Bargaining (81 Points): | Closed 6-1-2007 |

*Includes FCLT Employees already participating in the Y-12 Plan as a non-bargaining Employee on 6-25-2017.

Pantex Plans:

| | |
|-----------------------------|------------------|
| Pantex Non-Bargaining Plan: | Closed 2-19-2012 |
| Pantex MTC Plan: | Closed 1-1-2016 |
| Pantex PGU Plan: | Closed 1-1-2003 |

The following individuals were not eligible to become Plan participants:

- Leased Employees;
- Independent contractors;
- Non-resident aliens who do not have earnings from the Company from sources within the United States; and
- Employees who have entered into a written agreement with the Company waiving the right to participate in the plan.

If you are a Participant in a Pantex Pension Plan, changes to your job classification could impact your continued eligibility as an active Participant.

Service for Prior Management & Operating Contractors at Pantex & Y-12

If you are an Employee who was employed by Babcock & Wilcox Pantex, LLC as of June 30, 2014, "Company Service" and "Credited Service" will include your continuous service with Babcock & Wilcox Pantex, LLC, as well as any continuous service with Mason & Hanger Co., Inc.

If you are an Employee who was employed by Babcock & Wilcox Technical Services Y-12, LLC as of June 30, 2014, "Company Service" and "Credited Service" will include your continuous service with Babcock & Wilcox Technical Services Y-12, LLC, as well as any continuous service with Lockheed Martin Energy Systems, Inc., continuous service with Martin Marietta Energy Systems, Inc., and continuous service with Union Carbide Corporation Nuclear Division (but only with respect to service at one of the DOE facilities in Oak Ridge, Tennessee).

Qualified Domestic Relations Orders

As a general rule, your accrued benefit may not be assigned to another individual. This means that your accrued benefit cannot be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your accrued benefit. If you become divorced or separated, a court order could require that part of your benefit be paid to someone else, your Child(ren) or former Spouse for example. Payments cannot be made to anyone other than you unless the court order meets the legal requirements of a qualified domestic relations order. The Plan Administrator will review the court order and has the sole

discretion to determine if the order meets these legal requirements. You may request the Plan Administrator to review a draft order prior to submission to the court. You may obtain a copy of the Plan's qualified domestic relations order procedure, free of charge, by contacting the Plan Administrator.

Cash-out or Rollover of Small Benefits

If you terminate employment and the value of your accrued vested pension benefit is \$1,000 or less, the amount will be paid to you in a lump sum without the consent of you or your Spouse. If the amount is between \$1,001 and \$5,000, you may elect to receive a lump sum. However, if you do not elect to receive a lump sum, you will have an individual retirement account (IRA) set up in your name to receive a rollover of the lump sum. You will not be taxed on the amount of the rollover until you withdraw it from the IRA. For Pantex Plans only, if your monthly benefit is less than \$125, it will also be cashed out in a lump sum with no further benefits owed.

Service and Earnings During Qualified Military Service Leave

If you are on a qualified military service leave and return to work after the leave within the period provided by law, you will have the option to earn Pension Service Credit for the leave period if, upon your return to work, you make part or all of the required Employee contributions that would have been deducted had you not been on military leave. If you make up only a portion of the contributions, Pension Service Credit is earned on a prorated basis. The contributions will be based on your pensionable earnings you would have received if you were not on military leave. Missed contributions may be deducted over several pay periods. If you received differential pay during the leave, any Employee contributions deducted from the differential pay will reduce the amount you must pay to get full Pension Service Credit for the period. If you do not make up the contributions, your Pension Service Credit will be adjusted.

If you have a qualified military service leave, please contact the Benefit Plans Office. You may also contact the U.S. Department of Defense, Employer Support of the Guard and Reserve, at 1-800-336-4590 (website: www.esgr.mil) about your military service rights and responsibilities under USERRA (Uniformed Services Employment and Reemployment Rights).

Withholding Taxes

Under federal tax law, federal income taxes must be withheld from Plan payments, unless you elect otherwise. You may contact the Benefit Plans Office for more information about tax withholding.

Direct Deposit of Payments

Your pension payments will be directly deposited into the financial institution of your choice.

Change of Address

It is important that you notify the Benefit Plans Office of any change in your address while you are a participant in the Plans and after you retire, so you will be assured of receiving benefit communications which the Company may send to you, including your annual tax information.

Administrative Information

Information about the administration of your retirement benefits can be found in the section entitled "Administrative Information."

APPLYING FOR BENEFITS

Upon request, the Benefit Plans Office will provide you with the necessary information and instructions for receiving benefits and completing payment forms. In case of your death, your spouse, other beneficiary or personal representative should notify the Benefit Plans Office and request information about any Plan benefits that might be payable as a result of your death. If the appropriate forms are not completed and submitted, or if any information requested by the Benefit Plans Office is not provided, benefits will be delayed.

If You Retire from the Y-12 Plan

There are two different benefit structures in the Y-12 Plan based on your employment classification.

81 Point Benefit Structure

This benefit structure is for Employees who originally hired into Y-12 in the IGUA (guard bargaining unit) prior to Plan Closure, or Employees who were eligible participants in the former WSI Pension Plan prior to transferring to Y-12 on October 29, 2012. These Employees are referred to as “protective force Employees” in this SPD when different provisions apply to this Employee classification. The benefits accrued under the WSI Pension Plan are now payable from the Y-12 Plan.

85 Point Benefit Structure

This benefit structure is for Employees who originally hired into Y-12 prior to Plan Closure and are not covered by the 81-Point Plan benefit structure.

Important Notes: Participants in the Y-12 Plan remain in the plan benefit structure as of October 29, 2012, or original hire date if later, regardless of bargaining unit transfers or payroll status as bargaining and non-bargaining. However, the percentage of Eligible Earnings that Employees are required to contribute to the Plan (see below) is based upon current bargaining unit affiliation or non-bargaining status (i.e., current non-bargaining Employee contributions are 2% of Eligible Earnings). Bargaining unit participants contribute to the Plan based on their collective bargaining agreement.

Employee Contributions to the Y-12 Plan

Based on employment classification, Employees may be required to contribute a percentage of their Compensation to the Y-12 Plan in order to receive Pension Service Credit. If you are on an unpaid leave of absence other than a qualified military leave or an approved disability leave, and are not receiving pay from the Company, your Pension Service Credit will be adjusted for the period of leave. You will not accrue Pension Service Credit during the period of the leave when Employee contributions would have been required had you been at work instead of on leave. If you are on a qualified military service leave, please see the section above, Service and Earnings During Military Service Leave.

| <u>Employment Classification:</u> | <u>Contribution:</u> | <u>Effective Date:</u> |
|---|----------------------|------------------------|
| Non-Bargaining Employees | 2.0% | 1-1-2015 |
| ATLC Employees | 0.5% | 1-1-2016 |
| | 1.0% | 1-1-2018 |
| USW Employees | 0.5% | 2-1-2016 |
| | 1.0% | 1-1-2018 |
| IGUA Central Alarm Station Operators, Central Training Facility Instructors, and Beta 9 Operators Employees | 0.5% | 1-1-2016 |
| | 1.0% | 1-1-2017 |
| IGUA Security Police Officer Employees | 0.0% | |

WHEN YOU CAN RETIRE

Under the 85-Point Structure

You can retire with a **full** (unreduced) pension:

- At age 65 or later, regardless of Company Service;
- At age 62 or later if, as of your termination date, you have at least 10 years of Company Service;
- When your age and years of Company Service total 85 points or more. **Note:** Points are determined at your termination date by adding your years and months of age, plus years and months of Company Service. You must be at least age 50 when you terminate employment to take advantage of this provision.

You can retire with a **reduced** pension:

- If you retire at or after age 50, but before age 62 and have at least 10 years of Company Service as of your termination date.

Under the 81-Point Structure

You can retire with a **full** (unreduced) pension:

- At age 65 or later, regardless of Company Service;
- At age 62 or later if, as of your termination date, you have at least 10 years of Company Service;
- When your age and years of Company Service total 81 points or more. **Note:** Points are determined at your termination date by adding your years and months of age, plus years and months of Company Service. You must be at least age 50 when you terminate employment to take advantage of this provision.

You can retire with a **reduced** pension:

- If you retire at age 50, but before age 62 and have at least 10 years of Company Service as of your termination date.

Special Rule for Involuntary Termination Not for Cause

There is one important exception to these retirement dates. If your employment is involuntarily terminated by action of the Company (other than for cause), you will be considered to have met the age and service requirements for:

- A full pension benefit if you are age 60 or over and have at least eight years of Company Service or if your years of Company Service and age total 83 or more (under the 85-Point Structure), or total 79 or more (under the 81-Point Structure).
- A reduced pension benefit if you are at least age 48 with at least eight years of Company Service.

Any service added under the involuntary termination provisions will count for determining your eligibility for a full or reduced pension but will not count to determine the amount of the pension.

Working Past Your Normal Retirement Age

If you continue working after age 65 and are participating in the Y-12 Plan, you will continue to earn Pension Service Credit and have your earnings counted for benefit purposes until you actually retire. An active Employee who has attained age 70 ½ may commence a pension benefit while continuing employment. This benefit will be recalculated annually at the anniversary of the pension commencement date to reflect additional service and earnings. A final benefit calculation will be made upon termination of employment. In no event will commencement of payments be deferred beyond April 1st of the calendar year following the later of the calendar year in which you attain age 70 ½ or the calendar year in which you retire.

DETERMINING YOUR PENSION BENEFIT

Your Y-12 Plan pension benefit is calculated under three different formulas: Regular, Alternate, and Minimum. The formula that gives you the largest benefit will be used.

All of the formulas are based in part on:

- Your average monthly Eligible Earnings, which is the average of your highest earnings for three years during the last 10 years just before you retire (for a discussion of how these earnings are calculated, continue reading); and
- Your Pension Service Credit, including all your years and completed months of service, with each completed month counting as $\frac{1}{12}$ of a year.

Regular Formula

The Regular formula provides a monthly benefit of:

- 1.4% (85-Point Structure) or 1.2% (81-Point Structure) of your average monthly Eligible Earnings times your years and months of Pension Service Credit.

Alternate Formula

The Alternate formula provides a monthly benefit of:

- 1.767% (85-Point Structure) or 1.5% (81-Point Structure) of your average monthly Eligible Earnings times your years and months of Pension Service Credit minus 50% of your monthly primary Social Security benefit, with the resulting amount prorated for years of Pension Service Credit less than 30.

Under this formula, 50% of your primary Social Security benefit will be used to offset your earnings. If you provide the Company with complete Social Security Administration records of your Social Security covered earnings within six months of your retirement date, the Company will use a Social Security

offset based on actual Social Security-covered earnings rather than an estimated earnings if it provides a higher benefit. Otherwise, the Company will use your estimated Social Security earnings.

When you retire, your primary Social Security benefit for purposes of this formula is the benefit you would be eligible to receive at your retirement age or age 62, if later. This benefit is based on the Social Security laws in effect on the date you retire.

Minimum Formula

The minimum formula provides a monthly benefit of:

- \$5 for each of your first 10 years of Pension Service Credit plus \$7 for each of the 11th through 20th years of service, plus \$9 for each year in excess of 20 years of service, plus 10% of your average monthly Eligible Earnings (if you have less than eight years of Pension Service Credit, this will be reduced 1% a year for each year less than eight), plus \$18.

Reduced Benefits

If you retire before you are entitled to a full pension, your monthly benefit is reduced. The amount of reduction is based on your age when benefits commence and your Pension Service Credit. In general, the reduction is approximately 5% for each year and partial year needed to get to the earlier of the date you would reach age 62 or the date you would have 85 points (or 81 points if eligible for the 81-Point Structure).

The three formulas used to calculate a full pension benefit are also used to calculate a reduced benefit. In the regular and minimum formulas, the reduction factor is applied after calculating the total payment. In the alternate formula, the reduction factor is applied before subtracting the primary Social Security benefit. The formula that provides the largest benefit will be used.

If you retire before you are eligible for a full pension benefit, you may postpone payments and thus reduce or eliminate the reduction. For example, if you are a participant in the 85-Point Structure, and retire at age 55 with 27 years of Pension Service Credit (that is, you have attained 82 points at retirement), you can postpone starting your payments for three years and receive a full pension benefit because your 27 years of service plus commencement age of 58 will then total 85 points. As noted in the example, you can add increased years of age to reduce or eliminate the reduction if you defer commencement of benefit payments. However, if you retire and are eligible for a full unreduced benefit, postponing or deferring payments will not increase the amount.

Any reduction for early retirement (that is, starting benefits before your normal retirement date) is in addition to the reduction that may be made to your plan benefit if you elect to provide continuing plan benefits to your surviving spouse, dependent children, or dependent parents after your death, as discussed on the following pages. Contact the Benefit Plans Office for more information on survivor reduction factors.

Note: IGUA Security Police Officers Covered by 81-Point Structure:

Participants covered by the 81-Point Structure whose job requires compliance with the medical and physical fitness standards as described in federal government regulation 10 CFR Part 1046 for at least 10 of the last 12 years of employment may be eligible to receive additional guard supplement pay up to age 65. The supplement is designed to provide an increased benefit until age 65 which is equal to a percentage of pay based on Pension Service Credit and pension Eligible Earnings. In general, the supplement benefits participants who have not accrued a full pension and retire prior to age 65. When a participant reaches age 65, the benefit will be reduced to the normal pension amount.

CALCULATING YOUR EARNINGS USED FOR PENSION BENEFITS

Your pension benefit is based on your Eligible Earnings and is determined by the greater of:

- The three full calendar years in which these earnings were highest, during the 10 calendar years before the year in which you retire
- or,*
- The 36 full consecutive months just before you retire.

PTO payout, or severance pay, etc. received after termination of employment is disregarded in determining your pay for Y-12 Plan benefit purposes.

The 36 full consecutive months Eligible Earnings are calculated by using:

- Scheduled monthly Eligible Earnings in the completed months of the calendar year in which you retire
- Scheduled Eligible Earnings in the two preceding calendar years
- For any months in the third preceding calendar year, the average of the scheduled monthly Eligible Earnings for that year times the number of months needed to complete the 36 months

NORMAL FORMS OF PAYMENT

You will receive your benefit under the Plan's normal form of payment based upon your marital status when you retire.

For Married Employees

If you are married when you retire, the normal form of payment is a joint and 50% survivor benefit. Under this form of payment, your pension is reduced and, after your death, 50% of that benefit is continued to your surviving Spouse for the rest of his or her life. This reduction reflects the fact that benefits are payable during both of your lifetimes. If you are receiving benefits and your Spouse dies, this form of payment will "pop-up" to the amount that would have been paid as a single life annuity. You must provide a copy of your Spouse's death certificate to the Benefit Plans Office to initiate the "pop-up." You may not make another surviving Spouse election upon remarriage.

Once pension payments commence you cannot change your elected surviving Spouse in the event of divorce.

If you are in the 85-Point Structure you will receive 98% of the single life annuity. If you are in the 81-Point Structure, your benefit reduction will vary based on the age of you and your Spouse at retirement. Upon your death, your Spouse will receive 50% of the amount of your benefit under both structures.

If you die before you begin to receive plan benefits, your Spouse will receive 50% of the benefit you would have received had it begun on the date of your death. For more details on survivor benefits, see the section below.

For Single Employees

The Plan's normal form of payment for a single Employee is a life annuity. Under this form of payment, you receive the full benefit earned at retirement for your lifetime. After your death, no benefits are paid to anyone else. You may not elect the surviving Spouse option if you marry after your benefit commencement date.

OPTIONAL FORMS OF PAYMENT

You may elect an optional form of payment at retirement. If you are married, you will need your Spouse's written consent, witnessed by a notary public or a representative of the Plan Administrator, in order to elect a form of payment other than the joint and 50% survivor benefit.

You may revoke or change your election at any time before benefits begin, subject to your spouse's written and witnessed consent. Benefit payment forms, including payment in the normal form based on marital status, may not be changed once benefits commence.

Life Annuity Option for Married Employees

This option for married Employees is the same as the normal form of payment for single Employees. Under this form of payment, you receive your full pension benefit for your lifetime only. No pension benefit is paid to anyone after your death.

50% Survivor Benefit Option (For Certain Dependent Survivors Other Than a Spouse)

Regardless of whether you are married or single at the time your benefits commence, you can elect a reduced pension in order to provide continuing income to an unmarried Dependent Child(ren) under age 23, or a Dependent Parent(s), but not to both Dependent Child(ren) and Parent(s). The person must satisfy the requirements of the Plan to be an eligible dependent at the time you begin your benefits and must also be an eligible dependent at the time of your death in order to receive any survivor benefit under this option. The payments will stop when the person no longer qualifies as an eligible dependent.

If you elect the survivor benefit for your Dependent Child(ren), a total of 50% of your reduced benefit will be payable to your Dependent Child(ren) after your death. Payments may continue until the earliest of age 23 (or as long as the Child(ren) remains Totally and Permanently Disabled), the Dependent Child(ren) marries, or dies. **Note:** You must retire and commence benefits prior to the Child's attainment of age 23 in order to elect and designate a disabled Child as a survivor.

If you elect the survivor benefit for your Dependent Parent(s), a total of 50% of your reduced benefit will be paid to your Dependent Parent(s) upon your death.

75% Surviving Spouse Option

Under this form of payment, your pension is reduced and, after your death, 75% of that benefit is continued to your surviving spouse for the rest of his or her life. If your spouse dies before you, this form of payment does not "pop-up" to the amount that would be paid to a single life annuity. The "pop-up" feature only applies in the case of a Joint and 50% Spousal Annuity.

Level Income Option

If you retire before age 62 you may elect the level income option. Under this option, your pension benefit is increased until age 62 and is decreased after age 62 so that your combined income from the Plan and Social Security is approximately level throughout your retirement. **Note:** If you are receiving Social Security due to disability prior to age 62, you may still elect the level income option at time of retirement. However, your pension benefit will reduce at age 62 resulting in an actual decrease in overall income.

The Social Security amount used in the level income calculation is not your actual amount but is an estimate based on annual Social Security Look-Up Tables using your age and earnings for the last calendar year as a full-time Employee.

If you elect the level income option, the 50% survivor's benefit will be based on the pension amount before adjustment for this option.

The level income option is not available with the 75% surviving spouse coverage.

NOTE REGARDING SOCIAL SECURITY

Social Security retirement benefits are in addition to benefits paid from the Plan and are not affected by benefits paid or payable from the Plan. Social Security provides retirement benefits to you and your eligible Spouse based on earnings covered under the law. The retirement age for full Social Security benefits is based on the year you were born. If you were born before 1938, full Social Security retirement benefits can start at age 65. For Employees born after 1937, the age for unreduced Social Security benefits will gradually increase from age 65 to age 67. Ultimately, for Employees born after 1959, full Social Security benefits will not become payable until age 67. Reduced benefits are available as early as age 62. You should consult with the Social Security Administration to determine the age at which you may receive full benefits. Social Security Disability benefits may also be provided to you and eligible family members.

Please remember that Social Security benefits are not paid automatically; you must apply for them in all cases. To get more information about the law and your personal status under it, contact your local Social Security office. You can also access the Social Security Administration's website at www.ssa.gov.

IF YOU BECOME DISABLED WHILE PARTICIPATING IN THE PLAN

If you become totally disabled and qualify for benefits under the Company's Long-Term Disability plan, you will continue to accrue Pension Service Credit under the Plan just as if you had continued working. You cannot receive a disability benefit under the Long-Term Disability plan and a retirement benefit under this Plan at the same time unless you are age 70 1/2 or older. While you continue to be totally disabled, your earnings will remain the same as they were when you became disabled. For purposes of determining your benefit, your average monthly Eligible Earnings will be based upon:

- The three calendar years in which your earnings were highest, during the 10 calendar years prior to your last day worked, or
- The final 36 consecutive months prior to your last day worked.

For information on how your average monthly Eligible Earnings are calculated, refer to "Calculating Your Earnings Used for Pension Benefits."

Employee contributions to the Plan will be waived during the period of an approved Long-Term Disability.

Options to consider while you remain on approved Long-Term Disability:

- Once you reach pension eligibility you may retire under the same conditions as any other participant.
- Unless you are age 70 1/2 or older, Long-Term Disability benefits will stop once pension benefits commence.

Refer to the Disability SPD or contact the Benefit Plans Office for additional information.

IF YOU DIE WHILE EMPLOYED

If you die while employed and have completed at least five years of Company Service, the Y-12 Plan will pay a benefit to your surviving Spouse, "Dependent Child," or "Dependent Parent." The timing and amount of this benefit will depend on your Pension Service Credit at the time of death.

If you die after completing five years but before 10 years of Pension Service Credit, the survivor benefit is payable the first day of the month following the date you would have reached age 65. The benefit is a monthly income equal to 50% of the benefit you would have received had you terminated employment on the date of your death, and elected to receive your benefit at age 65 in the joint and 50% survivor form of payment. Your survivor can elect to receive reduced benefits as early as the date you would have reached age 50. The reduction will be $6\frac{2}{3}\%$ for each year before age 65, for up to three years, plus 5% for each year before age 62 that benefits begin.

If you die after completing 10 years of Pension Service Credit, the survivor benefit is payable immediately regardless of your age at the time of your death. The benefit is a monthly income equal to 50% of the pension you would have received if you had retired on the date of your death and elected a life only annuity. If your survivor is a younger Spouse, the benefit will be reduced $\frac{1}{2}\%$ for each full year more than five years that your Spouse is younger than you. However, in no event will the survivor benefit be reduced to less than 25% of your full pension, calculated using your average earnings and service at your death.

The benefit will be paid to your Spouse for the rest of his or her life. If you are an active Employee and not married when you die, the survivor benefit will be paid in equal shares to your unmarried Dependent Child(ren) until age 23 (or as long as a Child(ren) remains Totally and Permanently Disabled). If you have no Dependent Child(ren), then the benefit will be paid in equal shares to your Dependent Parent(s) for life.

If you have no Spouse, Dependent Children, or Dependent Parents a survivor benefit is not payable. However, if you made participant contributions to the Plan, the contributions plus interest payable as provided in the Y-12 Plan will be paid to your estate.

Any benefit being paid to a "Dependent Child" or "Dependent Parent" cannot be transferred to someone else when the Child or Parent no longer qualifies for it. However, if a Spouse dies while receiving the survivor benefit, the Spouse's benefit will continue in equal shares to any of your unmarried Dependent Child(ren) under age 23 (or as long as a Child remains Totally and Permanently Disabled).

Pre-Retirement Spouse's Benefit (If you die as a terminated and vested participant)

If you leave the Company with vested benefits (that is, you had at least five years of Credited Service) and you die before plan payments begin, your Spouse is eligible to receive a pre-retirement pension benefit equal to 50% of the benefit you would have received under the joint and 50% survivor benefit. Your Spouse will be eligible only if married to you at least one year at the time of your death. If you have no Spouse or you have not been married at least one year at time of your death, no survivor benefit is payable. However, if you made participant contributions to the Plan, the contributions plus interest payable as provided in the Y-12 Plan will be paid to your estate.

If you die after age 50, payments may begin the month following your death. If you die before age 50, payments may begin the month following the date you would have reached age 50.

IF YOU LEAVE EMPLOYMENT BEFORE YOU ARE ELIGIBLE FOR A FULL OR REDUCED PENSION BENEFIT

If you are no longer an Employee of the Company for any reason after completing at least five years of Credited Service, you are “vested.” Being vested means you have a non-forfeitable right to receive a pension benefit, but not any other retirement benefits, including retiree medical. You are always vested in your contributions and the interest payable as provided in the Y-12 Plan on those contributions.

Refer to the **When You Can Retire** section for additional information on full or reduced pension benefits.

Further discussion follows on Credited Service and Severance from Service.

Benefit Amount

The amount of your vested pension payable at age 65 (Normal Retirement age) depends on your average monthly Eligible Earnings, your total Pension Service Credit at the time you leave the Company, and your age at the time you want your pension payments to begin. The three formulas described previously are used to calculate your pension benefit, but with these differences:

- The flat amount of \$18 per month under the minimum formula will be multiplied by a “service fraction.” This fraction is your actual years of Pension Service Credit divided by your years of Pension Service Credit that you would have received if you continued employment with the Company until age 65.
- If your vested benefit is calculated using the minimum formula and you have less than 10 years of Pension Service Credit, that part of the formula using 10% of your average monthly Eligible Earnings will be reduced by 1% for each full year less than 10.

Payment of Benefits

Vested benefits normally become payable at age 65. However, you can elect to receive a reduced benefit as early as age 50, but the benefit will be calculated as described in this section, and not as an Early Retirement benefit. The amount of the reduction will depend on how many years before age 65 you elect to begin benefits. The vested benefit reduction is 5% for each year before age 62 and 6 ²/₃% for each year from age 62 to 65. For example, if you leave the Company and begin receiving your pension at age 60, your benefit will be reduced 30%; that is 20% for three years between 62 and 65 (6 ²/₃% × 3) plus 10% for two years (age 60 and 61 or 5% × 2).

Your vested benefit will commence effective the first of the month following receipt of your written request. If you are married at the time of your request, your benefit will automatically be paid as a joint and 50% survivor benefit, unless you elect otherwise and your spouse’s written consent is witnessed by a notary public or representative of the Plan Administrator. If your benefit is paid in the joint and 50% survivor form, your benefit will be reduced.

You may also elect a joint and 75% survivor benefit, which will be actuarially reduced based on applicable mortality and interest rates as specified by the Internal Revenue Code.

Forfeiture of Benefits

If your employment terminates before you have completed five years of Credited Service, you will forfeit your right to any pension plan benefits.

CREDITED SERVICE AND SEVERANCE FROM SERVICE

Credited Service (as defined in the Glossary) generally means the time you work for the Company (or a prior Management and Operating Contractor that sponsored the Plan). It may also include time with entities which are related to the Company (or a prior Management and Operating Contractor) or as a Leased Employee. However, that Credited Service does not count for purposes of determining the amount of your benefit, and therefore does not add to your Pension Service Credit.

A severance from service occurs:

- The day you quit, retire, are discharged, or die
- One year after your first day of absence due to layoff, or, if earlier, the first day after recall if you fail to return to work
- One year after your first day of absence while on an approved leave, or, if earlier, the first day after the final day of leave if you fail to return to work

If you are reemployed within one year of your date of severance and you were vested at the time of termination, you will receive Credited Service and Company Service for your period of severance, and your prior service will be restored.

If you are reemployed more than one year after your date of severance and you were vested as of that date, your prior Credited Service and Company Service will be restored automatically upon reemployment, regardless of your period of severance.

In any event, you will not earn Credited Service or Company Service during a period of severance lasting one year or more.

In no instance will Pension Service Credit be granted during a period of severance.

If you sever employment prior to becoming vested and are later rehired, you are not eligible to reenter the Y-12 Plan.

RE-EMPLOYMENT

Returning to Work after Terminating with a Vested Benefit

If you terminate employment with the Company (or prior Management and Operating Contractor) with a vested pension benefit and subsequently return to work with the Company as an Employee, you will reenter the Y-12 Plan and begin accruing additional benefits, unless you received a lump sum payment of your vested accrued benefit. Should you return to work, your Pension Service Credit will be adjusted to include both prior and current service.

Note: Returning to work after accruing a vested benefit allows you to continue participation in the Y-12 Plan unless you received a lump sum payment of your vested accrued benefit. During your period of reemployment you may participate in other benefit plans such as the savings plan, medical, dental, vision, disability, and life insurance plans in accordance with the terms of those plans for active Employees. However, you are not eligible to continue medical, dental, vision, and life insurance benefits upon your future retirement.

Returning to Work after Retirement

If you have been receiving pension payments and return to work for the Company as an Employee, your benefit will be suspended during your period of reemployment, or until your work schedule is such that you are not subject to a benefit suspension.

Note: This does not apply to Ad Hoc Employees that work 7 shifts or less in a month, or if you are age 70 ½.

Your benefits will be suspended for any month in which you receive payment from the Company for one or more hours of service performed on each of eight or more days (or separate work shifts). When pension payments begin again, they will be adjusted to reflect your additional service and earnings after returning to work following the retirement.

If you expect to return to work after you retire or there is any understanding that you will come back to work for the Company in any capacity, your retirement will not be considered a bona fide retirement that allows you to commence a retirement benefit under IRS requirements. Thus, the Company will request information when you apply for benefits to ensure you have a bona fide retirement.

If you have had a bona fide retirement and commenced benefits then consider returning to active service, you should contact the Benefit Plans Office to make a determination concerning whether your return to work may cause your benefit to be suspended.

If You Retire From A Pantex Plan

Pantex Non-Bargaining Plan

The Pantex NB Plan provides benefits to Employees who are not represented by a bargaining unit and were hired prior to February 19, 2012, unless otherwise noted in this section. Only Pension Service Credit on or after October 1, 1991, is eligible for benefit accrual purposes under the current formula in this Plan. The amount of the benefit for participation on or after October 1, 1991, is equal to 1.3% of your Final Average Earnings (for explanation, see later in this section **Calculate Your Earnings for Pantex Plan Benefits**) multiplied by your years of Pension Service Credit (only service since October 1, 1991, while you were an active member in the eligible class). Employees with service prior to October 1, 1991, who participated in the Mason & Hanger-Silas Mason Co., Inc. Retirement Plan for Non-Bargaining Employees at Pantex Plant or the Mason & Hanger-Silas Mason Co., Inc. Retirement Plan for Non-Bargaining Employees at United States Government Owned Plants (the "Prior Plan(s)") may have an additional benefit. In no event will the Prior Plan(s) benefit be less than your required contributions plus the interest payable as provided in the Prior Plan.

If you were not 100% vested in your accrued benefit as of February 19, 2012 (date of closure), your accrued benefit was frozen and you became eligible for the EDC. Your Credited Service and pay after February 19, 2012, are not recognized for purposes of Final Average Earnings or benefit accruals, but Credited Service after date of closure will continue to count for vesting purposes.

You are vested in the Pantex NB Plan after five years as an Employee, and are always vested in your own contributions and interest as payable in the Plan.

If you were hired, rehired, or transferred from a bargaining unit employee classification on or after February 20, 2012, you are not eligible to participate in the Pantex NB Plan.

Employee contributions resumed after December 31, 2014, as detailed below:

| <u>Employment Classification:</u> | <u>Required Contribution:</u> | <u>Effective Date:</u> |
|-----------------------------------|-------------------------------|------------------------|
| Non-Bargaining Employees | 2.0% | 1-1-2015 – 12-31-2015 |
| Non-Bargaining Employees | 1.0% | 1-1-2016 – Ongoing |

Contributions are required to receive Pension Service Credit which is used in the pension calculation. If you are on an unpaid leave of absence, other than qualified military service leave, your period of absence will not count as Pension Service Credit and your Pension Service Credit will be adjusted for the period of leave. See the earlier section, Service and Earnings During Military Service Leave, for details on how Pension Service is calculated for a period of a qualified military service leave.

MTC Plan

The MTC Plan provides benefits to Employees who are members of the eligible class hired prior to January 1, 2016 (date of closure), as defined by the MTC collective bargaining agreement. Participants will continue to accrue benefits under the MTC Plan as long as they remain in the eligible class. Only MTC Plan participation after March 1, 1993, is considered when determining dates of participation in the MTC Plan for calculating accrued benefits. For that period of participation you will accrue a benefit equal to 1.3% of Final Average Earnings (for explanation, see **Calculate Your Earnings for Pantex Plan Benefits**) times your years of Pension Service Credit (only counting service as an active member in an eligible class) on or after March 1, 1993.

If you were covered by the MTC Plan prior to March 1, 1993, and made the required contributions, you may also be due a benefit under the contributory portion of the MTC Plan. In no event will the benefit under the contributory portion of the MTC Plan be less than your required contributions plus the required interest payable under the plan.

You are vested in the MTC Plan after five years as an Employee, and are always vested in your own contributions.

If you were hired, rehired, or transferred from a non MTC employee classification on or after January 1, 2016, you are not eligible to participate in the MTC Plan.

PGU Plan

The PGU Plan provides benefits to Employees who are members of the eligible class who were hired, transferred, or who accepted employment with the Company prior to March 18, 2002 (date of closure), and did not opt out of the PGU Plan prior to January 1, 2003.

Only PGU Plan participation after June 1, 1994, is considered when determining Pension Service Credit in the PGU Plan for calculating accrued benefits. For that period you will accrue a benefit equal to 1.5% of Final Average Earnings (for explanation, see **Calculate Your Earnings for Pantex Plan Benefits**) times your Years of Pension Service Credit on or after June 1, 1994, provided you: (1) did not decline participation in the Plan, (2) are not eligible for an enhanced matching contribution in a 401(k) plan, and (3) you were credited with an hour of service in the eligible class as an active member on or after March 18, 2002.

If you were credited with an hour of service as an active member in the eligible class on or after June 1, 1994, and continued participation in the PGU Plan, you will accrue a benefit for that period of participation equal to 1.5% of Final Average Earnings times your years of Pension Service Credit under the PGU Plan.

If you were credited with an hour of service as an active member in the eligible class on or after June 1, 1994, and declined continued participation in the PGU Plan as of March 18, 2002, you will accrue a benefit equal to 1.5% of Final Average Earnings times your years of Pension Service Credit under the PGU Plan for Pension Service Credit between June 1, 1994, and March 17, 2002.

You are vested in the PGU Plan after five years as an Employee, and you are always vested in your own contributions.

In no event will the Prior Plan benefit be less than your required contributions plus the required interest payable under the plan.

If you were hired, rehired, or transferred from a non PGU employee classification on or after March 18, 2002, you are not eligible to participate in the PGU Plan.

Calculating Your Service for Pantex Plan Benefits

Your Credited Service determines your vested interest in the Plan(s) benefit; your Company Service determines your eligibility for Early Retirement. If you change jobs and are eligible to participate in another Pantex Plan which covers the new job (prior to plan closure dates), your Pension Service Credit for each Plan only includes the time you work in a job covered by that Plan.

If you remain an Employee but change employee classification and are not accruing plan benefits because the new classification is not covered by the Plan, you will be credited with a partial year of Credited Service for the portion of the 12-month period you were employed in a classification covered by the Plan.

Calculating Your Earnings for Pantex Plan Benefits

The amount of your benefit is based on Plan Pension Service Credit and Eligible Earnings that are paid to you in the calendar year. Your Eligible Earnings over a period are averaged and your benefit is then calculated using your Final Average Earnings. The Glossary describes the definitions of “Eligible Earnings” in each Pantex Plan and also how Final Average Earnings are calculated for each Pantex Plan.

If the Employee terminates on or after December 15th of a calendar year, the Employee’s Eligible Earnings in that year will be counted in determining Final Average Earnings if higher than earnings for a previous eligible year.

When You Can Retire

You cannot begin to receive pension benefits until you have terminated employment and have a bona fide retirement unless you are age 70 ½. If you expect to return to work after you retire or there is any understanding that you will come back to work for the Company in any capacity, your retirement will not be considered a bona fide retirement that allows you to commence a retirement benefit under IRS requirements. Thus, the Company will request information when you apply for benefits to ensure you have a bona fide retirement.

Reemployment after Retirement

If you retire and subsequently return to work, your benefit will not be suspended as long as you had a bona fide retirement before returning to work. When you again retire, your benefit will not be increased if your second period of service was not covered under the Plan for benefit accrual purposes.

Pantex Non-Bargaining Plan and MTC Plan Retirement Eligibility

You can retire with a **full** (unreduced) pension benefit upon retirement on or after reaching your Normal Retirement age (age 65).

You can retire with a **reduced** early retirement pension benefit beginning as early as age 55 if on your termination date, you have attained at least 120 one-month periods of service in the Pantex NB Plan or 10 years of service in the MTC Plan. You are credited with a year of service in the MTC Plan for each 12-month period (based on your date of hire) in which you are credited with at least 1,000 hours of service.

If you meet the age and service requirements and begin your pension prior to age 65, your pension benefit will be reduced by 2.5% for each year (and pro-rated for a partial year) that benefits commence prior to your normal retirement age. The reduction will not apply if, when you retire, you are classified as a “first responder.” In that case you will receive the amount of your accrued benefit without reduction for commencement before age 65 if you otherwise meet the age and service requirements for Early Retirement.

If you leave the Company for any reason after completing at least five years of Credited Service, you are “vested.” Being vested means you have a non-forfeitable right to receive a pension benefit, but not any other retirement benefits, including retiree medical. You are always vested in your contributions and interest payable as provided by the plans. At age 65, you can commence a full pension benefit. Between ages 55–64, you can commence a reduced pension benefit if you have at least 120 one-month periods of service.

PGU Plan Retirement Eligibility

You can retire with a **full** (unreduced) pension benefit on or after reaching your Normal Retirement age (age 65). You can also retire with a **full** (unreduced) pension at age 55 or later and before age 65 if you have attained at least 10 years of service as of your termination date. You are credited with a year of service for each 12-month period (based on your date of hire) in which you are credited with at least 1,000 hours of service.

If you do not meet the requirements above for an unreduced benefit at the time you terminate employment but are vested in your benefit, you may commence a reduced benefit as early as age 55. Your pension benefit will be reduced by 2.5% for each year (and pro-rated for a partial year) that benefits commence prior to your Normal Retirement age. There is no reduction if you wait to commence the pension benefit at age 65.

Working Past Your Normal Retirement Age

If you continue working after age 65 and are still participating in one of the Pantex Plans, you will continue to earn Pension Service Credit and have your earnings counted for pension benefit purposes until you actually retire. An active Employee who has attained age 70 ½ may commence a pension benefit while continuing employment. A final benefit calculation will be made upon official retirement. The amount of the benefit at late retirement generally will not be less than the Normal Retirement benefit adjusted on an actuarial basis as of the date of actual retirement. Commencement of payments will begin by April 1st of the calendar year following the later of the calendar year in which you attain age 70 ½ or the calendar year in which you retire.

Withdrawal of Your Contributions to Prior Plan(s) Before Commencing Retirement Benefit

The Pantex Plans required Employee contributions for periods of time until the following dates:

- Non-Bargaining plan required contributions until October 1, 1991, and permitted them until January 1, 1992;
- MTC Plan required contributions until March 1, 1993; and
- PGU Plan required contributions until June 1, 1994.

Pension benefits associated with these prior contributory periods are referred to as the Prior Plan(s) contributions. You may be able to withdraw your contributions to the Prior Plan(s) under certain circumstances which are outlined below.

For the Non-Bargaining Plan, if you made contributions under the Prior Non-Bargaining Plan (prior to January 1, 1992, and participated in the Non-Bargaining Plan), and you terminate service prior to Early Retirement age, you may elect to either (1) leave your Prior Plan contributions in the Plan until your Normal Retirement Date, or (2) withdraw your Prior Plans contributions before your Early or Normal Retirement date. If you elect to leave your Prior Plan contributions in the Non-Bargaining Plan, you may change this election and elect to withdraw your Prior Plan contributions prior to reaching age 55. Once you reach age 55, you cannot withdraw your Prior Plan contributions and interest out of the Non-Bargaining Plan until your Normal Retirement date.

For the PGU and MTC Plans, if you made Prior Plans contributions prior to the dates noted above, and you terminate service prior to Early Retirement age, you may elect to either (1) leave your Prior

Plans contributions in the Plans until your Normal Retirement date, or (2) withdraw your Prior Plans contributions before your Early (or Normal) Retirement date. If you were hired prior to January 1, 1987, you can withdraw your Prior Plans contributions at any time after termination of employment prior to starting your monthly annuity. If you were hired after January 1, 1987, and you elect to leave your Prior Plans contributions in the Plans, you may change this election and elect to withdraw such contributions prior to reaching Early Retirement age, but once you reach Early Retirement age, you cannot withdraw your Prior Plans contributions.

A special rule applies for the PGU and the MTC Plans for persons who were active participants in the Plans prior to April 25, 1964. In that case, if you are an active participant in the Plan and you were an active participant in the Plan prior to April 25, 1964, you may elect to withdraw your Prior Plans contributions plus interest at any time. The portion of your accrued pension attributable to your Prior Plans contributions will be canceled. However, the portion of your accrued pension attributable to Employer contributions will not be affected by the withdrawal. You will remain a participant in the Plan, but no additional benefits will be credited to you for one year. Prior to your termination or retirement, you may repay the amount withdrawn in a lump sum together with interest, from the date your withdrawal was made to the date of repayment, and your benefit provided by your Prior Plans contributions will be restored.

Your pension benefit under the Pantex Plans will be reduced to reflect any withdrawal of your Prior Plan contributions prior to starting your benefit. Your Spouse's consent is required to make a withdrawal. If your Prior Plans contributions were more than \$1,000 and you are married, your Spouse must provide written consent to any early withdrawal of the Prior Plans Contributions. Such consent must be notarized and the consent must acknowledge the effect of the election upon the Spouse.

If you elect to leave Prior Plans contributions in the Pantex Plans, such contributions and their accrued interest will be included in the calculation of your accrued benefit at your Normal Retirement date.

Normal Forms of Payment of Pantex Pension Plans

For Married Employees

Qualified Joint and Survivor Annuity: If you are married on your commencement date, the regular form of payment will be paid under the joint and 50% survivor option. Under this form of payment, your normal pension is reduced and, after your death 50% of your benefit is continued to your surviving spouse for the remainder of his or her life. This option may be waived in favor of an Alternative Benefit Payment Option with written and witnessed or notarized consent of your spouse.

For Single Employees

If you are single, the normal form of payment is a single life annuity providing benefits only for your life. Under this form of payment, your benefit is more than if you had a survivor. After your death, no benefits are paid to anyone else. This option may be waived in favor of an Alternative Benefit Payment Option.

Alternative Benefit Payment Options

Alternative Benefit Payment Options are available to all eligible Employees. If you are married you must have written and witnessed or notarized consent of your Spouse to elect an Alternative Benefit Payment Option. These calculations are complex and are not described in detail in this summary. Contact the Benefit Plans Office to have your pension benefit calculated under various options.

At any time before pension benefits commence, you may revoke or change your election subject to your Spouse's written and witnessed or notarized consent. Once you begin your pension benefit payments your election may not be changed.

Life Annuity Option for Married Employees

Under this form of payment, you receive your benefits for your lifetime only. No benefits are paid to survivors after your death. You must have the written and witnessed or notarized consent of your Spouse to elect this option.

Social Security Adjustment Option

Under this payment option, you or your pre-retirement surviving Spouse (that is, a surviving Spouse where benefits had not commenced by the time of your death), may elect payments that are increased before your Social Security date (age 62 or 65, depending on the date selected) and then decreased or stopped after the Social Security date, so that the combined income from the Plan and Social Security is approximately level throughout retirement. Under the Pantex NB Plan, this option is not available if you are eligible to receive disability benefits under the Federal Social Security Act. Payments cease at your death. There is no survivor benefit payable with this option.

Joint Retirement Benefit Option

- Regardless of marital status, you may elect a joint retirement benefit option which will provide benefit payments to you during your lifetime and thereafter to your duly named joint payee if such person survives you. You may elect a survivor option equal to 100%, 75%, 66 ²/₃%, or 50% of the amount paid to you. You must make this election prior to commencing your pension benefit and it cannot be adjusted if the person you name as your survivor dies before you.
- Under this option, your normal pension benefit will be reduced to provide a survivor benefit.

Certain and Continuous Retirement Benefit Option

- You may elect the 10-, 15-, or 20-year certain and continuous retirement benefit option which would provide pension benefit payments for your lifetime after you retire. If you die before receiving the minimum number of payments, the remaining payments are made to the designated Beneficiary until the total of certain payments is made.
- Under this option, your normal pension benefit will be reduced to guarantee the number of payments you elected.

If You Die While Employed or Prior to Commencement of Benefits

If you die while an active Employee or you terminated employment before being eligible for retirement and have not yet commenced benefits, as long as you and your Spouse have been married for at least one year at the time of your death, your Spouse will be eligible for immediate lifetime benefit pension payments:

- If you are an active Employee at the time of your death, you were at least age 45, and completed at least 10 years of service with the Company at the time of your death; or
- If you are a terminated Employee and you terminated employment at or after age 55, completed at least 10 years of service, and had not commenced pension benefits at the time of your death.

The surviving Spouse pension benefit described immediately above will be equal to 50% of the amount of your pension benefit accrued as of the date of death. Other reductions may apply based on which Pantex Plan pays the benefit and the age of you and your Spouse as of your date of death.

If you are married and do not meet the conditions listed above but completed at least five years of Credited Service and had not commenced benefits prior to your death, your Spouse will be eligible for

reduced lifetime pension benefits beginning no sooner than the earliest date at which you could have elected a pension benefit. You and your Spouse must be married for at least one year at the time of your death for the surviving Spouse to receive a benefit. The surviving Spouse pension benefit described immediately above will be calculated as 50% of the amount of your pension benefit accrued as of the date of your death, times 2.5% for each year and partial year the pension benefit commences prior to the date you would have reached age 65. Other reductions may apply based on which Pantex Plan pays the benefit and age of you and your Spouse as of your date of death.

Payment Options for Surviving Spouse

Monthly Survivor Annuity for Life of Surviving Spouse

- Calculated as indicated above, based as an immediate commencement or future-date commencement.

Social Security Adjustment Option (Pre-Retirement Surviving Spouse)

- Calculated as the Monthly Survivor Annuity

Lump Sum Payment in Lieu of Pension Benefits

- Within 90 days of your death, your Spouse may elect a lump sum payment in lieu of monthly pension benefit payments. The amount of any lump sum payment will be the actuarial equivalent of the pension benefit payable as a life annuity to your Spouse.

Payment to Beneficiary

- If unmarried, you may name a Beneficiary(ies) to receive any pension benefit due on or after your death.
- If married, your Spouse shall be presumed to be the Beneficiary unless the Spouse has provided a written and witnessed or notarized waiver or consent allowing such designation.

In no event will Plan payments to you and your Beneficiary in total be less than your contributions to the Plan (and Prior Plans) plus interest payable provided by the Plan.