HANFORD EMPLOYEE WELFARE TRUST

SHORT AND LONG TERM DISABILITY PLAN

AND

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

Page

ARTICLE 1 INTRODUCTION 1

ARTICLE 2 YOUR CONTRIBUTION TOWARD PLAN COSTS 1

ARTICLE 3 DEFINITIONS 1
3.1 Active Service 1
3.2 Administrative Wrapper 2
3.3 Administrator or Plan Administrator 2
3.4 Adoption Agreements 2
3.5 Assumed to Receive 2
3.6 Basic Earnings 2
3.7 Board or Board of Trustees 3
3.8 Effective Date 3
3.9 Eligible Employee 3
3.10 Employee 3
3.11 Employer 3
3.12 FMLA 3
3.13 Injury 3
3.14 Plan 3
3.15 Plan Year 3
3.16 Rehabilitative Work. 4
3.17 Retirement Plan 4
3.18 Sickness 4
3.19 Total Disability or Totally Disabled. 4
3.20 Trust Agreement 4
3.21 Trustees 4

ARTICLE 4 ELIGIBILITY 5
4.1 Eligibility 5
4.2 Transfers Between Employers 5

ARTICLE 5 SHORT TERM DISABILITY BENEFITS 5
5.1 Weekly Payments 5
5.2 Duration of Benefits 6
5.3 Benefit Waiting Period 6
5.4 Coordination of Benefits 6
5.5 Change in Basic Earnings 6

ARTICLE 6 LONG TERM DISABILITY BENEFITS 6
6.1 Monthly Payments 6

6.2 Benefit Waiting Period 7
6.3 Monthly Benefit 7
6.4 Rehabilitation Benefit 8
6.5 Changes in Basic Earnings 8
6.6 Other Benefits 9
6.7 Assumed Receipt of Social Security Benefits 10
6.8 Increases in Other Benefits 10
6.9 Recovery of Overpayments 10
6.10 Lump Sum Payments 10

ARTICLE 7 PAYMENT OF BENEFITS 11
7.1 Periodic Benefits 11
7.2 Duration of Monthly Benefits 11
7.3 Successive Periods of Disability 11
7.4 Disabilities Not Covered 12
7.5 Payee 12
7.6 Time of Payment 13

ARTICLE 8 CLAIMS PROCEDURE 13
8.1 Filing a Claim. 13
8.2 Denial of a Claim 14
8.3 Appeal of Denied Claim 15
8.4 Appeal Process First 35 Days of Disability 15
8.5 Appeal Days 36 Through 180 and Long Term Disability Claims 17

ARTICLE 9 TERMINATION 18
9.1 Termination of Coverage 18
9.2 Total Disability 18
9.3 Leave of Absence 19
9.4 Temporary Layoff 19
9.5 Reinstatement of Coverage Following Leave 19

ARTICLE 10 ADMINISTRATION 19
10.1 Plan Administrator 19
10.2 Reliance on Employee 21
10.3 Examination of Records 21
10.4 Reliance on Tables, etc 21

ARTICLE 11 MISCELLANEOUS 21
11.1 Amendment and Termination of Plan 21
11.2 Governing Law 22
11.3 Limitation of Rights 22
11.4 Funding Benefits 22
11.5 Nonassignability of Rights 23

11.6 Tax Consequences 23
11.7 Severability; Construction 23

ARTICLE 12 STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN..... 23

HANFORD EMPLOYEE WELFARE TRUST
SHORT AND LONG TERM DISABILITY PLAN
AND
SUMMARY PLAN DESCRIPTION

ARTICLE 1
INTRODUCTION

The Hanford Employee Welfare Trust ("HEWT") is pleased to provide you with this Summary Plan Description ("SPD") which describes your benefits as well as your rights and responsibilities under the Plan.

You are eligible for this Plan if you are an Eligible Employee as specified in the definitions and you are employed by an Employer.

This SPD describes both short term disability benefits which are payable weekly to you if you become disabled and cannot work for up to 180 days and long term disability benefits which commence after 180 days of disability and continue until you are no longer Totally Disabled as defined in the Plan.

ARTICLE 2
YOUR CONTRIBUTION TOWARD PLAN COSTS

You are not required to contribute toward the cost of this Plan during Active Service. All costs of the Plan are paid by your Employer during Active Service.

ARTICLE 3
DEFINITIONS

Except when otherwise indicated by the context, any masculine terms used shall also include the feminine, and the definition of any term in the singular shall also include the plural.

3.1 Active Service. An individual will be considered in Active Service:

(a) On any of his Employer's scheduled work days if the individual is performing the regular duties of his work on a full-time basis on that day either at the Employer's place of business or at some location to which the individual is required to travel for the Employer's business or is on approved leave of absence.

(b) On a day which is not one of his Employer's scheduled work days if the individual was in Active Service on the preceding scheduled work day.

3.2 **Administrative Wrapper** means the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Benefit Plan containing a statement of rights under the Employee Retirement Income Security Act of 1974 and other important administrative information. See Article 12.

3.3 **Administrator or Plan Administrator** means the Board of Trustees of the Trust.

3.4 **Adoption Agreements** means the adoption agreements between each Employer and the Trust under which the Employer agrees to be bound by the terms of the Trust Agreement.

3.5 **Assumed to Receive** has the meaning set forth in Section 6.7.

3.6 **Basic Earnings** means the Employee's rate of pay reported by his Employer based on the Employee's approved work schedule. It does not include overtime, bonus, shift differential, additional compensation or pay for more than 40 hours in a week. If the Employee is paid wholly or in part by commissions, the term Basic Earnings will also include commissions based on an average of the commissions paid by the Employer for the 24 months immediately preceding the onset of Total Disability. If the Employee was not in the employ of the Employer during the entire preceding 24-month period, his commissions will be based on an average of the total number of months the Employee was so employed.

3.7 **Board or Board of Trustees** means the Board of Trustees appointed pursuant to the Trust Agreement. The appointment, removal, rights, duties, and powers of the Board of Trustees shall be as set forth in the Trust Agreement, in addition to those set forth in this Plan.

3.8 **Effective Date** of this Plan was January 1, 1991. The effective date of this amendment and restatement is January 1, 2003.

3.9 **Eligible Employee** means an Employee working a minimum of 20 hours per week who is (a) a regular, Hanford Atomic Metal Trades Council ("HAMTC") represented Employee; (b) a regular Hanford Guards represented Employee; (c) a regular Office and Professional Employees International Union (OPEIU) represented Employee; or (d) a salaried regular full time or part time nonrepresented Employee. Temporary and hourly paid Employees shall not be eligible. Subject to applicable insurance laws and regulations and the rules of the Trust, each Employer shall specify to the Trustees in writing those Employees satisfying the foregoing requirements who shall be eligible to participate in the Plan.

3.10 **Employee** means any person who is employed by an Employer. Employees do not include individuals who are characterized by their Employer as an independent contractor or leased employee, regardless of how that individual is classified under applicable state or federal law.

3.11 **Employer** means an Employer that is a sponsor of the Plan. See Article 12.

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

3.13 **Injury** means an accidental bodily injury.

3.14 **Plan** means this document, the Administrative Wrapper, rules published by the Plan Administrator, the Trust Agreement, and the Adoption Agreements.

3.15 **Plan Year** means the 12-month period from January 1 to December 31.

3.16 Rehabilitative Work. An individual will be considered engaged in Rehabilitative Work if: (a) while Totally Disabled he returns to any work for wage or profit, and (b) that work is approved by the Plan Administrator.

3.17 Retirement Plan means any defined benefit plan or defined contribution plan (including a profit sharing plan) sponsored by the Employer. It does not include: (a) an individual deferred compensation agreement; (b) a profit sharing or any other retirement or savings plan that is maintained in addition to a defined benefit or defined contribution pension plan; or (c) any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan funded by Employee pre- or post-tax contributions.

3.18 Sickness means a physical or mental illness. It also includes pregnancy.

3.19 Total Disability or Totally Disabled. An individual will be considered Totally Disabled if, because of an Injury or Sickness, he is unable to perform all the essential duties of his occupation. After Monthly Benefits have been payable for 24 months, the individual will be considered Totally Disabled only if, because of Injury or Sickness, he is unable to perform all the essential duties of any occupation for which he is or may reasonably become qualified based on his education, training or experience.

3.20 Trust Agreement means the Hanford Employee Welfare Trust Agreement dated January 1, 2000 and subsequent amendments.

3.21 Trustees means those persons appointed by the Employers as their representatives on the Board of Trustees.

ARTICLE 4
ELIGIBILITY

4.1 Eligibility. An Employee will become eligible on the first day of employment if he is an Eligible Employee. If the Employee is not in Active Service on the date he would otherwise become covered, the Employee will become covered on the date he returns to Active Service.

4.2 Transfers Between Employers. From time to time, Employees of one Employer may cease to work for such Employer and become employed by another Employer. All of the Employers desire that the Employees of one Employer who become employed by another Employer continue to receive the benefits afforded them under the Plan as if their employment with the former Employer had not ended. Therefore, for purposes of this Plan, an Employee who transfers from the employ of one Employer to another Employer shall not be deemed to have terminated his or her employment or separated from service as a result.

ARTICLE 5
SHORT TERM DISABILITY BENEFITS

5.1 Weekly Payments. The Plan provides you weekly payments if you become disabled and cannot work. To qualify, you must be Totally Disabled as result of an Injury or a Sickness that is not work related. Unless you are a firefighter or a firefighter captain, the weekly benefit amount is 65% of your Basic Earnings at the time you become Totally Disabled. If you are a firefighter or a firefighter captain, the weekly benefit is 60% of Basic Earnings with a maximum benefit of $300 per week. Weekly benefits will be reduced by any amounts that you are entitled to receive under the Jones Act or any Workers Compensation or similar law.

5.2 Duration of Benefits. Benefits will continue to you for the duration of your Total Disability but not for more than 180 days beginning with the date your disability commences as verified by a qualified physician.

5.3 Benefit Waiting Period. To qualify for benefits, you must be Totally Disabled for a period of seven (7) days. Benefits start on the eighth (8th) day of your Total Disability. The waiting period is waived if you are confined in a hospital as a registered bed patient and the hospital stay has been approved under the applicable medical plan. In that case, benefits start as of the first day of hospital confinement for your Total Disability. You will be considered Totally Disabled on any day only if you are not in Active Service for any part of that day.

5.4 Coordination of Benefits. Benefits under the Plan are coordinated with any salary continuation benefits provided by your Employer. Salary continuation benefits (if available) will be paid in addition to benefits under the Plan so that your total income equals not more than your Basic Earnings when the Total Disability began.

5.5 Change in Basic Earnings. Basic Earnings are determined initially on the date you become eligible under the Plan. A change in your Basic Earnings will be considered effective on the date of the change. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one full day.

ARTICLE 6
LONG TERM DISABILITY BENEFITS

6.1 Monthly Payments. The Plan provides a Monthly Benefit if an Eligible Employee becomes Totally Disabled due to Injury or Sickness. An Eligible Employee will qualify for the Monthly Benefit after completing the Benefit Waiting Period. The Plan also

provides benefits to individuals who are Totally Disabled who were formerly employed by a Predecessor Contractor at Hanford. Predecessor Contractors are listed on Schedule 1 hereto.

6.2 Benefit Waiting Period. Benefit Waiting Period means 180 days of continuous Total Disability beginning the day the disability began. A period of Total Disability will be considered continuous even if an Employee temporarily returns to work for up to a total of ten (10) days during that Benefit Waiting Period. The Benefit Waiting Period will be extended by the number of days the Employee temporarily returns to work.

6.3 Monthly Benefit. The Monthly Benefit for any month is the lesser of (a) or (b):

(a) Fifty percent (50%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, rounded to the nearer dollar up to a benefit of Four Thousand Dollars ($4,000), and reduced by the amount of all Other Benefits which he receives (or is Assumed to Receive) for that month;

(b) Sixty percent (60%) of the Employee's monthly Basic Earnings at the time he becomes Totally Disabled, reduced by:

(1) the amount of all Other Benefits which he receives (or is Assumed to Receive) for that month;

(2) the amount which the Employee's dependents receive (or are Assumed to Receive) for that month on account of his disability under the Federal Social Security Act; and

(3) the amount of Old Age benefits which the Employee's dependents receive (or are Assumed to Receive) for that month on the Employee's account under the Federal Social Security Act.

Monthly Benefits for Total Disability periods of less than one (1) month will be prorated.

6.4 Rehabilitation Benefit. An individual may be eligible for the Rehabilitation Benefit during the first 24 months of Total Disability if he is unable to fully perform his regular job but is able to resume employment as Rehabilitative Work. If the Plan Administrator grants, in advance, approval for such Rehabilitative Work, the individual can continue to receive Monthly Benefits for a period of up to one (1) year. However, the amount of his earnings from Rehabilitative Work will reduce the amount of Monthly Benefits under the Plan.

For any month during which the individual engages in Rehabilitative Work, if his total income from (a) Monthly Benefit; (b) earnings; and (c) any Other Benefits exceeds 70% of his Basic Earnings at the time he becomes Totally Disabled, the Monthly Benefit for that month will be reduced by such excess amount.

The Rehabilitation Benefit will continue until the earlier of the following dates:

(a) The date the individual has been engaged in Rehabilitative Work for a period of one (1) year;

(b) The date the individual ceases to be engaged in Rehabilitative Work; and

(c) The date Monthly Benefits are no longer payable.

From time to time the Plan Administrator will review the individual's status and may require an account of earnings and proof of continued Total Disability.

6.5 Changes in Basic Earnings. Basic Earnings are determined initially on the date an Employee becomes covered under the Plan. A change in the amount of Basic Earnings will be considered effective on the date of such change. If an Employee is not in Active Service on that day, no increase in Basic Earnings will be considered effective until the Employee returns to Active Service for one (1) full day. In no event will an increase in Basic Earnings be considered effective if it occurs:

(a) between separate periods of Total Disability which are considered one (1) period under Successive Periods of Disability, Section 7.3; or

(b) during a Benefit Waiting Period.

6.6 Other Benefits. Other Benefits include:

(a) Any amounts which an individual or his dependents receive because of the individual's disability under:

(1) Any group insurance or similar plan for persons in a group;

(2) The Canada and Quebec Pension Plans;

(3) Any local, state, provincial or federal government disability or retirement plan or law;

(4) Any salary or wage continuance plan of the Employer;

(5) The Jones Act or any workers' compensation, occupational disease or similar law including all permanent as well as temporary disability benefits;

(6) Any work loss provision in the mandatory part of any "no-fault" auto insurance policy;

(b) Any disability or Old Age benefits, under the Federal Social Security Act, which an Employee receives (or is Assumed to Receive) on his own behalf;

(c) Any disability or Old Age benefits, under the Federal Social Security Act, which an individual receives (or is Assumed to Receive) on behalf of his dependents or which his dependents receive (or are Assumed to Receive) on account of an individual's receipt (or Assumed Receipt) of such benefits.

Other Benefits do not include any amounts which an individual or his dependents receive because of the Employee's disability under any Veterans Administration benefits.

6.7 Assumed Receipt of Social Security Benefits. If an individual is covered under the Federal Social Security Act for disability or Old Age benefits for the individual and his Dependents, the individual will be assumed to be receiving ("Assumed to Receive") such benefits. These assumed benefits will be in an amount the Plan Administrator estimates the individual and his dependents are eligible to receive. This assumption will not be made if the Employee gives the Plan Administrator proof that (a) the individual applied for these benefits; and (b) payments were denied.

However, if payments for disability were denied solely because the disability was not expected to last at least 12 consecutive months, the individual will be assumed to be receiving such benefits after his disability has continued for 12 consecutive months. This assumption will not be made if the individual gives the Plan Administrator proof that: (1) the Employee reapplied for benefits; and (2) payments were again denied.

6.8 Increases in Other Benefits. The Plan Administrator will not consider any cost of living increase in any Other Benefits which is effective after: (a) the first payment of such Other Benefit becomes due; and (b) Monthly Benefits become payable.

6.9 Recovery of Overpayments. If the Monthly Benefit for any month is overpaid, the Plan will have the right to recover the amount overpaid by either of the following methods: (a) deduction of the overpaid amount from any future payments by the Plan, or (b) a lump sum repayment by the Employee of the overpaid amount.

6.10 Lump Sum Payments. Any Other Benefits paid in a lump sum (except as shown below) will be deemed to be paid in monthly amounts prorated over the time for which the sum was paid. If no such time is stated, the lump sum will be prorated monthly over the individual's expected life span. The Plan Administrator will determine that expected life span.

Lump sum payments under the Jones Act or any workers' compensation or similar law (which includes benefits paid under a compromise and release) will be deemed to be paid monthly (1) at the rate stated in the award; or (2) at the rate paid prior to the lump sum (if no rate is stated in the award); or (3) at the maximum rate set by the law (if no rate is stated and the Employee did not receive a periodic award).

ARTICLE 7
PAYMENT OF BENEFITS

7.1 Periodic Benefits. The Plan will begin paying benefits in the applicable amount when it receives due proof that (a) the Eligible Employee became Totally Disabled while covered under the Plan, and (b) Total Disability continued for a period longer than the Benefit Waiting Period.

7.2 Duration of Monthly Benefits. The Plan will stop paying Monthly Benefits on the earlier following date: (a) the date the individual ceases to be Totally Disabled; (b) the date the individual elects to retire (early or normal) under a Retirement Plan; or (c) whichever of the following dates is applicable:

Age When Total Disability Began	Date Monthly Benefits Cease
Under age 60	The individual's 65th birthday
Age 60 or older	The date the 60th Monthly Benefit is payable

7.3 Successive Periods of Disability. Separate periods of Total Disability resulting from the same or related causes will be considered one (1) period of Total Disability unless separated by an individual's return to Active Service for at least three (3) consecutive months. Separate periods of Total Disability resulting from unrelated causes will be considered one (1) period of Total Disability unless separated by an Employee's return to Active Service for at least

one (1) full day. These provisions do not apply (a) to the Benefit Waiting Period; or (b) when an individual becomes eligible for benefits under any other group long term disability policy.

7.4 Disabilities Not Covered. No Monthly Benefits will be paid if Total Disability results, directly or indirectly, from:

(a) Injuries intentionally self-inflicted while sane or insane;

(b) Any act or hazard of a declared or undeclared war;

(c) Participation in, or consequence of having participated, in the committing of a felony;

(d) Mental illness, alcoholism or drug abuse unless, while Totally Disabled, the Employee is (1) confined as a bed patient in a licensed hospital; (2) confined as a bed patient in an institution which specializes in care and treatment of such conditions; or (3) in an approved program of medically supervised treatment or rehabilitation; or

(e) Injury or illness incurred in the course of employment.

No Monthly Benefits will be paid for a period of Total Disability when the individual is not under the care of a licensed physician.

7.5 Payee. All disability benefits that are payable will be paid to the disabled individual. If the individual dies while disability benefits remain unpaid, the Plan Administrator may, at its option, make direct payment to any of his following living relatives: spouse, mother, father, child or children, brothers or sisters, or to the executors or administrators of his estate. If any person to whom benefits are payable is a minor, or in the Plan Administrator's opinion, is not able to give valid receipt for any payment due him, such payment will be made to his legal guardian. However, if no request for payment has been made by his legal guardian, the Plan Administrator may, at its option, make payment to the person or institution appearing to have

assumed his custody and support. Payment in this event will be made in monthly installments of not more than $500. Payment in the manner described above will release the Plan Administrator from all liability to the extent of any payment paid.

7.6 Time of Payment. Disability benefits will be paid, after receipt of due proof, at regular intervals.

ARTICLE 8
CLAIMS PROCEDURE

8.1 Filing a Claim.

(a) First 35 Days. To receive disability benefits under the Hanford Employee Welfare Trust Disability Plan, you must file a claim for benefits. The claim must be filed with your Employer or your Employer's Benefits Administrator. Contact your Employer's Benefits Administration Department for the proper form. The form must be completed by your attending physician in order to qualify you for benefits. Benefits will normally be paid for as many as the first 35 days of disability based upon the properly completed form. However, your Employer reserves the right to request additional information from your attending physician to confirm your disability status. If your claim for benefits during the first 35 days of disability is denied, follow the appeal procedure set forth below.

(b) Through 180 Days. If your disability continues beyond 35 days, you must file a claim with CIGNA. It is recommended you contact CIGNA Intake at 1-800-362-4462 in advance of the end of the first 35 days of your disability to minimize process delay. CIGNA will require additional supporting medical information from your attending physician and completion of its internal review process as a condition to the continuation of benefits

beyond the 35th day of disability. If your claim for benefits beyond the 35th day of disability is denied, follow the appeal procedure set forth below.

(c) Long Term. If your disability extends beyond 180 days, continuation of your benefits is dependent upon your qualifying for long-term disability benefits. You must provide written proof of disability to CIGNA no later than 90 days after the end of the 180-day short-term disability period. To initiate a claim, contact CIGNA, Long-Term Disability, at 1-800-238-2125, ext. 3067, as soon as you have reason to believe that your disability will exceed 180 days. You will be provided appropriate claim forms. If your claim for benefits is denied, follow the appeal procedure below.

8.2 Denial of a Claim. If your claim for benefits is denied, you will be notified in writing not later than 45 days after receipt of your claim by the Plan. This period may be extended for up to 30 days if necessary due to matters beyond control of the Plan in which case you will be notified in writing prior to the expiration of the initial 45-day period. An additional 30-day extension may be required if the decision cannot be rendered within the first 30-day extension period, but in that case you will be notified in writing of the circumstances requiring the additional extension and the date as of which the Plan expects to render a decision.

If your claim is denied, you will be provided in writing:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the determination is based;
- A description of any additional material or information required of you and why it is necessary;
- A description of the Plan's review procedures and time limits applicable to those procedures.

If you disagree with the denial of your claim, you may appeal the Plan's decision. Follow the applicable appeal process.

8.3 Appeal of Denied Claim. If you disagree with the denial of your claim, you should contact the appropriate claims administrator in writing to formally request an appeal. You must file your appeal within 180 days following receipt of the denial of your claim. You must exhaust your appeal rights before you are entitled to bring an action in court.

(a) First 35 Days of Disability. If your appeal involves a denial of benefits during the first 35 days of your disability, your appeal should be filed with your Employer. The notice of denial will specify the precise address to which the appeal should be sent.

(b) Days 36 Through 180. If your appeal involves the denial of benefits during days 36 through 180, your appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

(c) Long-Term Disability. If your appeal involves the denial of long-term disability benefits, the appeal should be addressed to CIGNA. The notice of denial will specify the precise address to which the appeal must be sent.

8.4 Appeal Process First 35 Days of Disability. Your appeal will be administered by a fiduciary of the Plan who is neither the individual who made the initial determination denying your claim nor a subordinate of such individual. The fiduciary who administers your appeal will not give deference to the decision of the individual who made the initial decision. You will have the following rights:

- The opportunity to submit written comments, documents, records and other information relating to your claim.

- You will be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to your claim.
- You will be entitled to a review that takes into account all comments, documents, records and other information submitted by you without regard to whether the information was submitted or considered in the initial decision on your claim.

If the initial decision denying your claim is based in whole or in part on a medical judgment, the fiduciary administering your appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The person consulted by the fiduciary administering your appeal will be a person other than an individual consulted in the initial decision on your claim and will not be a subordinate of such individual. Any expert whose advice was obtained on behalf of the Plan will be identified to you without regard to whether his advice is relied upon.

You will be notified of the result of the appeal of your claim not later than 45 days after it is received unless the Plan determines that special circumstances (such as the need to hold a hearing) require an extension of time. If an extension of time is required, you will receive written notice prior to the expiration of the initial 45-day period. In no event shall the extension exceed a period of 45 days from the end of the initial period. The written notice provided to you will indicate the special circumstances requiring the extension and the time and the date by which the Plan expects to reach a decision on your appeal.

You will be notified in writing of the Plan's decision on your appeal. If the Plan denies your appeal, the notice will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement describing any further appeal procedures (including voluntary appeal procedures) offered by the Plan.

(5) A statement of your right to bring an action under Section 502(a) of the Act.

8.5 Appeal Days 36 Through 180 and Long Term Disability Claims. If your claim for disability benefits days 36 through 180 or for long-term disability benefits is denied, you are entitled to appeal to the claims administrator (currently CIGNA). You must exhaust your appeal rights before bringing an action in court. You must address your request for appeal to CIGNA at the address specified in the denial notice. You must file your written request for appeal to CIGNA within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by CIGNA, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or you duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by CIGNA will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

CIGNA has 45 days from the date it receives your written request to review your claim and notify you of its decision. Under special circumstances, CIGNA may require more time to

review your claim. If this should happen, CIGNA must notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, CIGNA must notify you, in writing, of the results of the review and will set forth the following:

(1) The specific reason or reasons for the denial.

(2) Reference to the specific Plan provisions on which the denial is based.

(3) A statement that you are entitled to receive upon request and free of charge reasonable access to, and copies of, all documents, records and other information relevant to your claim.

(4) A statement of your right to bring an action under Section 502(a) of the Act.

ARTICLE 9
TERMINATION

9.1 Termination of Coverage. An Employee's coverage under this Plan will cease on the earliest date below:

(a) The date he ceases to be an Eligible Employee or ceases to qualify for the coverage;

(b) The date the coverage is cancelled or the Plan is terminated, except payment of Monthly Benefits will not be affected by cancellation of the coverage or termination of the Plan as long as Total Disability begins while the coverage is in force;

(c) The date Active Service ends, except as described below.

9.2 Total Disability. If an Employee's Active Service ends due to Total Disability for which Monthly Benefits are or may become payable, coverage will continue while that Total

Disability continues during the Benefit Waiting Period, and thereafter, but only for as long as Monthly Benefits are payable.

9.3 Leave of Absence. If Active Service ends due to an Employer approved leave of absence (except for military service), coverage will be continued under Short-Term Disability for 31 days at no cost to the Employee. Coverage for employees who go on military leave will cease at the end of the last day of Active Service. Coverage will be continued for Long-Term Disability for Employees on an Employer approved leave who elect coverage at the end of Active Service, provided all required premiums are paid on a timely basis, or until the Employer otherwise cancels the coverage.

9.4 Temporary Layoff. If Active Service ends due to a temporary layoff and service is maintained (as determined by the Employer), coverage will be continued as follows:

(a) Short-term disability for 31 days.

(b) Long-term disability up to one (1) year, provided all required premiums are paid on a timely basis.

9.5 Reinstatement of Coverage Following Leave. Upon return to Active Service following an Employer approved leave of absence, coverage under the Plan will be reinstated as of the date of the Employee's return. An Employee will not be required to satisfy any eligibility or Benefit Waiting Period or the requirements of any pre-existing condition limitation to the extent that they had been satisfied prior to the start of such leave of absence.

ARTICLE 10
ADMINISTRATION

10.1 Plan Administrator. The administration of the Plan shall be under the supervision of the Plan Administrator, which is the Board of Trustees for the Trust. The rights,

duties, powers, action and authority of the Board of Trustees shall be as set forth in the Trust Agreement. The Plan Administrator is also the fiduciary of the Plan. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Plan Administrator will have the authority and sole, absolute and uncontrolled discretion to control and manage the operation and administration of the Plan in accordance with applicable laws and shall have all powers necessary to accomplish such purposes. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations that it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law, which shall be uniformly and consistently applied to all participants in the administration of the Plan;

(b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and

(e) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be by written instrument and in accordance with applicable requirements of law.

10.2 Reliance on Employee. The Plan Administrator may rely upon the direction, information or election of an Employee as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Employee.

10.3 Examination of Records. The Plan Administrator will make available to each Employee such of its records under the Plan as pertain to such Employee, for examination at reasonable times during normal business hours.

10.4 Reliance on Tables, etc. In administering the Plan, the Plan Administrator will be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by accountants, counsel or other experts employed or engaged by the Plan Administrator.

ARTICLE 11
MISCELLANEOUS

11.1 Amendment and Termination of Plan. The Trustees shall have the right to amend, modify and terminate any or all of the provisions of this Plan by action of the Board of Trustees, provided, however, that no such amendment, modification or termination shall be in violation of the requirements of the Trust Agreement. Notice of any amendment or modification shall be promptly forwarded to each Employer, Eligible Employee and any applicable insurer, and on request a copy shall be furnished. All amendments, modifications and terminations shall be in writing and shall be approved by the Trust in accordance with its normal procedures for transacting business.

11.2 Governing Law. The Plan shall be construed, administered and enforced in accordance with Washington law, and regulations thereunder, and to the extent applicable, ERISA.

11.3 Limitation of Rights. Neither the establishment of the Plan nor any amendment thereof will be construed as giving to any Employee or other person any legal or equitable right against the Plan Administrator, the Trust or the Employers, except as expressly provided herein, and in no event will the terms of employment or service of any Employee be modified or in any way be affected hereby. Without limiting the foregoing, nothing in the Plan shall be construed as a contract of employment or as consideration or inducement for employment, or a limitation of an Employer's rights to terminate any Employee with or without cause.

11.4 Funding Benefits. For Eligible Employees who were Totally Disabled prior to January 1, 1991, benefits are paid by Connecticut General Life Insurance Company under Group long term disability policy number 2520-00-01 and are solely the responsibility of Connecticut General Life Insurance Company. Premiums under the policy shall be paid by the Employers. The Trustees shall determine how premiums shall be allocated among Employers. For Eligible Employees who become Totally Disabled on or after January 1, 1991, benefits shall be paid in part by the Employers, through Trust assets and Employer contributions, and from insurance. Employer contributions shall be determined by the Trustees. Nothing herein will be construed to require any Employer to maintain any other fund or segregate any other amount for the benefit of any Employee, and no Employee or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Plan Administrator, Employers or the Trust from which any payment under the Plan may be made.

11.5 Nonassignability of Rights. The right of any individual to receive any payment or reimbursement under the Plan shall not be transferred by the individual by assignment or any other method, and shall not be subject to attachment by creditors by any process whatsoever, and any attempt to cause such right to be so transferred or attached will not be recognized.

11.6 Tax Consequences. The Employers, the Plan Administrator, and the Trust make no representation that any amounts paid to or for the benefit of a person under any provision of this Plan will be excludable from the Employee's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any person.

11.7 Severability; Construction. If any provision of the Plan is declared invalid or unenforceable, such provision will not affect the remainder of the Plan which shall be construed as if such provision had not been inserted. Headings and numbers in the Plan are included for convenience of reference only.

ARTICLE 12
STATEMENT OF RIGHTS AND IMPORTANT INFORMATION REGARDING ADMINISTRATION OF THE PLAN

For a statement of your rights under the Employee Retirement Income Security Act of 1974 ("ERISA") and important information concerning the administration of the Plan, see the Plan Document, Summary Plan Description and Administrative Information, Hanford Employee Welfare Benefit Plans (the "Administrative Wrapper"). A copy of the Administrative Wrapper may be obtained without charge by contacting Fluor Hanford, Inc., MSIN H2-23, P.O. Box 1000, Richland, WA 99352-1000, or by E-mail at Benefits_-_PHMC@rl.gov. The Administrative Wrapper may be reviewed and copied online at http://www.hanford.gov/hr/bennies/exbenehd.htm.

The Employers that are the sponsors of this Plan are: Fluor Hanford, Inc., Bechtel Hanford, Inc., CH2M HILL Hanford Group, Inc., Protection Technology Hanford, Numatec Hanford Corporation, Johnson Controls, Inc., Duratek Federal Services of Hanford, Inc., Eberline Services Hanford, Inc., Energy Northwest, and CH2M Hill Hanford, Inc.

DATED this _____ day of _____, 2003.

TRUSTEES OF THE HANFORD EMPLOYEE WELFARE TRUST

_____

By Dominic J. Sansotta
Its Chairperson

Schedule 1

Predecessor Contractors

Westinghouse Hanford Company
UNC Nuclear Industries
Boeing Computer Company
Rockwell Hanford Operations
ICF Kaiser Engineering Hanford
Lockheed Martin Hanford Corporation
Babcock & Wilcox Hanford Company
DynCorp Tri-Cities Services, Inc.
IT Hanford, Inc.