Westinghouse Electric Company Savings Plan

Summary Plan Description (SPD)

Revised June 1, 2012

This booklet is a summary of the plan document that constitutes the Westinghouse Electric Company Savings Plan (the Savings Plan or Plan) in effect as of June 1, 2012. This summary describes only certain portions of the Plan and does not supersede the actual provisions of the Plan document, which in all cases is the final authority. The terms of the Plan cannot be amended or modified by oral statements. Only the Plan Administrator and the Administrative Committee can interpret the terms of the Plan in the event of a dispute. Although the Company intends to continue the Plan indefinitely, the Plan may be amended or terminated by the Company at any time (except to the extent not permitted by law or when limited by provisions of a collective bargaining agreement). This summary supersedes all prior summaries of the Plan.

This summary uses a number of terms with special meanings, such as "Company," "Eligibility Service," and "Plan Administrator." Please refer to DEFINITIONS for definitions of terms used in this summary.

FOR MORE INFORMATION

You can access your Savings Plan information two different ways.

Visit: The Your Benefits Resources (YBR) Web site **through ConnectBenefits online at www.mybenefitsdirectory.com/westinghouse**.

Call: The Westinghouse Benefits Center at **1-800-890-3600** and follow the prompts to reach the Savings Plan. Center representatives are available Monday through Friday from 9:00 a.m. to 6:00 p.m. Eastern Time (excluding New York Stock Exchange holidays).

The Westinghouse Benefits Center is available for up-to-date account and performance information, access to advice services, allows you to initiate transactions, and provides details regarding the provisions and administration of the Plan.

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INTRODUCTION

The Westinghouse Electric Company Savings Plan provides a convenient way to save for retirement through payroll deductions. An attractive feature of the Plan is that Westinghouse Electric Company LLC (Company) and other Participating Employers match a portion of your contributions.

Your contributions and those made by the Company may be invested in 14 investment options (core funds) or in a Self-Directed Brokerage Account. You choose the investment options that are right for you.

The Company considers the Plan a long-term, retirement-oriented savings plan. It is intended to allow you to accumulate savings to supplement your retirement income above the level of any pension and Social Security benefits to which you may be entitled. This is consistent with the government's view of such programs. In fact, there are several laws which make the Plan well-suited to long-term savings. The restrictions on before-tax withdrawals and the additional tax on early distributions make the Plan less desirable for meeting short-term needs.

However, the Company recognizes that you may need to access your savings before retirement. So, the Plan does allow certain withdrawals and loans while you are still working. When you join the Plan, you should carefully consider your long-term and short-term financial needs. How you decide to save will affect your ability to use your savings in the future.

WHO IS ELIGIBLE

The following categories of employees are <u>eligible</u> to participate in the Savings Plan:

- Employees of the Company or other Participating Employers, except as excluded below; and
- Employees represented by a labor organization if there is a written agreement with the Company or other Participating Employer providing for participation in the Plan.

Individuals in the following categories are <u>not eligible</u> to participate:

- Interns;
- Employees of Excluded Units;
- Employees represented by a labor organization where there is not a written agreement with the Company or other Participating Employer providing for participation in the Plan;
- Employees in a foreign jurisdiction who are paid through a foreign payroll system; and
- Individuals hired through a temporary agency, leasing agency, a contract or any other arrangement who are not listed as employees on the Company's payroll records.

If you are eligible, you can join the Plan as soon as administratively feasible upon hire or transfer to an eligible employment status. There is no minimum age or service requirement to join.

HOW TO JOIN

You will receive an enrollment guide in the mail about two weeks after becoming eligible. **The Company strongly encourages you to actively enroll and make savings and investment decisions based on your unique retirement goals.** Just follow the four easy steps in the enrollment guide.

Step 1: Decide how much to contribute
Step 2: Choose your investments
Step 3: Enroll
Step 4: Designate your beneficiary(ies)

If you do not actively enroll as a newly eligible employee, you are enrolled automatically in the Plan for a before-tax contribution of 3% of pay – an amount that will increase by 1% annually until it reaches 6%. Your contributions will be deducted from your pay beginning approximately 60 days after you receive your enrollment guide and will be invested in the Fixed Income Fund.

If you do **not** want to be automatically enrolled in the Savings Plan, want to start your deduction prior to auto-enrollment or for a different deduction amount, or want a different investment election, you must call the Benefits Center or go to the YBR Web site to change your contribution election or to change your investment election. If you do not decline participation within 60 days of your notification date, your automatic enrollment will take effect. You may at any time, however, prospectively change this election to a different pay percentage or to zero, or change your investment election, by calling the Benefits Center or accessing the YBR Web site.

NAMING A BENEFICIARY

When you join the Plan, you must name a beneficiary. Your beneficiary is the person(s) who is named to receive your vested benefits in the event of your death. To designate a beneficiary for the first time or to change your existing beneficiary, simply log on to the YBR Web site, click "Pension and Savings", then select "Savings", and then select "Beneficiaries". Click "Choose Beneficiaries" to add your beneficiaries and assign the percentage of your account that you would like each beneficiary to receive. If you do not want to designate your beneficiary on the Plan Web site, you must call the Benefits Center to start the beneficiary designation process.

Here are some important considerations when naming a beneficiary.

- If you are married, your Spouse must be your sole primary beneficiary unless he or she agrees in writing to let you name another person. If you name another person with your Spouse's consent, a notary public must witness your Spouse's signature on the beneficiary form. A form will be mailed to you to complete this election with the required signatures.
- If you are not married, you may designate any person(s) as your beneficiary(ies) without restriction. A form will be mailed to you to complete this election. However, if you later marry, your Spouse will automatically become your primary beneficiary and you will be required to obtain your Spouse's consent in order to redesignate your existing beneficiary(ies).
- You may change your beneficiary at any time by updating your beneficiary information on the YBR Web site. Events that should prompt you to consider changing your beneficiary include the death of your Spouse or named beneficiary, the birth of a child, a marriage, or a divorce.
- If you are not married or if there is no surviving Spouse, and you have no beneficiary on file with the Benefits Center, distribution of your account balance will upon your death be made to your estate.

CONTRIBUTIONS

You may choose to save from 2% to 35% of your Compensation, in increments of 1%. You may elect to save on a:

- Before-tax basis;
- After-tax basis; or
- A combination of both.

No matter how you decide to save, the earnings on your savings are not taxed while they are in the Plan. There are major differences, however, between saving on a before-tax versus after-tax basis.

Before-tax vs. After-tax Savings

By saving on a before-tax basis, you have more take-home pay than if you save at the same rate on an after-tax basis. This is because the federal income taxes on your savings are delayed until you withdraw those funds from the Plan.

If you choose to save on a before-tax basis, your savings contribution is deducted BEFORE any federal income tax is applied to your Compensation (and, in most states, your state income tax). If you choose to save on an after-tax basis, your savings contribution is deducted AFTER any federal and state income taxes are applied to your Compensation.

Saving on an after-tax basis generally does not offer as many tax advantages as saving on a before-tax basis. However, you may withdraw after-tax savings more easily while you are working. This is because current federal income tax law restricts your access to before-tax savings while you are working. When choosing to save on a before-tax basis, you should become familiar with these restrictions. See IN-SERVICE WITHDRAWALS FROM YOUR ACCOUNTS on page 11.

Example of Before-tax vs. After-tax Savings

You earn $45,000 a year and you want to save at the rate of 6%, which is $2,700 a year. For this example, assume that all of your income is subject to tax at a rate of 25%. As shown below, your take-home pay is higher if you save on a before-tax basis.

	With Before-tax Savings	With After-tax Savings
Annual Compensation	$ 45,000	$ 45,000
- Before-tax savings (6% of salary)	- 2,700	- 0
Taxable pay	$ 42,300	$ 45,000
- 25% Federal income tax withheld	- 10,575	- 11,250
After-tax income	$ 31,725	$ 33,750
- After-tax savings (6% of salary)	- 0	- 2,700
Take-home pay	$ 31,725	$ 31,050
Increase in take-home pay	**$ 675**	**$ 0**

Annual Dollar Limit for Before-tax Contributions

Current federal income tax law restricts the total amount you can save on a before-tax basis in a calendar year. For calendar year 2012, the maximum is $17,000 (plus an additional $5,500 in "catch-up" contributions for eligible participants, which are described in more detail below). This limit includes before-tax contributions to all qualified plans in which you participate during the calendar year. Therefore, if you have contributed to a prior employer's plan, contact the Benefits Center to adjust your personal contribution limit under the Plan.

Contributions above the Annual Before-tax Limit

The Plan is designed so that if your before-tax contributions reach the annual IRS before-tax dollar limit before the end of the calendar year, your **before-tax contribution percentage election** is automatically converted to take deductions on an **after-tax** basis for the remainder of the year. If you do not want to have deductions taken on an after-tax basis, you must stop your before-tax election when your contributions reach the IRS before-tax limit, and you must then make a new election to re-start before-tax deductions for the following January. If you want to receive the maximum amount of matching contributions, you must contribute at least 6% of pay during each payroll period on a before-tax basis, an after-tax basis, or a combination of both. **Stopping before-tax contributions before the end of the calendar year to avoid after-tax deductions may cause you to forego some Company matching contributions.**

Percentage Limit for Contributions by Highly-Compensated Employees

Current federal income tax law may also limit the amount highly-compensated employees may save each month in the Plan. To meet these rules, the savings rates of highly compensated employees may be reduced. For calendar year 2012, you are considered a highly-compensated employee if your gross earnings exceeded $110,000 in 2011. The gross earnings amount is increased from time to time to reflect inflation.

If your before-tax savings are limited, your savings above the limit will be deducted from your Compensation on an after-tax basis. If your after-tax savings or combined before-tax and after-tax savings are limited, the excess above the limit will not be deducted.

Catch-up Contributions

Catch-up contributions are additional before-tax contributions that you are eligible to make to the Plan above the annual before-tax limits if you are age 50 or older at any time during the calendar year. You can elect to contribute from 1% to 20% of your pay each payroll period as a catch-up contribution, in addition to your regular before-tax contribution. The maximum amount of catch-up contributions for 2012 is $5,500. Once your catch-up contributions reach the annual dollar limit, they will stop automatically until the next calendar year. Your catch-up percentage election will remain in effect unless you change it. At the beginning of the next calendar year, your catch-up contributions will be deducted again, until the total amount deducted as catch-up contributions reaches that year's limit.

You have the option to elect catch-up contributions *only* if you meet the age requirement. If you do not anticipate reaching the regular before-tax contribution dollar limit or if you are not contributing the maximum percentage of regular before-tax contributions, you should increase your regular before-tax contributions rather than make catch-up contributions. Any employee who meets the age 50 requirement, including highly-compensated employees, can make catch-up contributions.

Catch-up contributions will not be matched in the Plan. However, in certain situations, such as leaving employment partway through the year, you may receive additional matching contributions at the end of the year with respect to amounts that were initially contributed as catch-up contributions but could have been made as regular before-tax contributions. Additional matching contributions will be made only to the extent these "reclassified" amounts would have been matched had they originally been made as regular before-tax contributions.

CHANGING YOUR CONTRIBUTION CHOICES

You may increase, decrease, or discontinue your payroll deductions or choose between before-tax and after-tax savings at any time by logging on to the YBR Web site or by calling the Benefits Center. The change will take effect as soon as your changes are received and processed by payroll.

Annual Increase Option

You can elect to make automatic future increases to your contributions, in 1% increments, using the Annual Increase Option. To activate this feature, go to the "Savings" tab in the upper toolbar of the YBR Web site, select "Change Contributions," then select "Continue". You will come to the Annual Increase Option. Complete the annual increase amount and target rate, and select "Continue". You can also elect this feature by calling the Benefits Center.

If you have been enrolled through the automatic enrollment process (see HOW TO JOIN on page 1), your before-tax contributions will automatically increase by 1% annually until your contribution rate reaches 6%. Contribution rate increases through the Annual Increase Option or through automatic enrollment occur on July 1 each calendar year. Increases which result from any elections made before April 1 take effect July 1 of the current calendar year. Increases which result from any elections made on or after April 1 take effect July 1 of the next calendar year.

MATCHING CONTRIBUTIONS

The Company matches 50¢ for each $1 of the first 6% of your Compensation that you save each payroll period. So, the maximum Company contribution is 3% of your Compensation. Your before-tax savings are matched first and then your after-tax savings, up to the 3% maximum.

Example of the Company Match
Assume you earn $4,000 per month and save 6% of your Compensation, or $240 per month. The Company would match each dollar of your savings with 50¢, for a total of $120.

Company matching contributions are calculated each payroll period, not annually. If you want to receive the maximum amount of matching contributions, you must contribute at least 6% of pay during each payroll period on a before-tax basis, an after-tax basis, or a combination of both. **Stopping contributions during the year or contributing larger amounts for only a portion of the year could result in less matching contributions.**

YOUR SAVINGS PLAN ACCOUNTS

There are four accounts in the Savings Plan.

1. **Before-tax Account –** Contains your before-tax contributions, including any catch-up contributions, and applicable earnings.
2. **After-tax Account –** Contains your after-tax contributions and after-tax amounts that have been transferred into the Plan through a trust-to-trust transfer or direct rollover from another qualified retirement plan and earnings thereon. If applicable to you, this account also includes any Westinghouse matching contributions made prior to 1985 in the Westinghouse Savings Program, and applicable earnings.
3. **Employer Match Account –** Contains your matching contributions made by the Company and earnings thereon, including your matching contributions under the Westinghouse Savings Program made after 1984 and applicable earnings which were transferred to this Plan. It also includes any employer match or profit sharing contributions, and any applicable earnings that were transferred from a prior plan.
4. **Rollover Account –** Contains all amounts that have been rolled into the Plan from a qualified defined contribution plan, qualified defined benefit plan, individual retirement account, and any applicable earnings. It also includes all amounts, other than after-tax employee contributions, transferred to the Plan from the Westinghouse Pension Plan, the Westinghouse Electric Company Pension Plan, the Westinghouse Government Services Group Pension Plan, West Valley Pension Plan, and/or TruSolutions Pension Plan, with applicable earnings.

When Your Accounts Become Vested

To be “vested” in an account means that you cannot forfeit the assets in that account if you leave the Company and all members of the Controlled Group. The funds in your Before-tax and After-tax Accounts are immediately vested; you cannot forfeit your own contributions and their earnings. The funds in your Rollover Account are also immediately vested.

With regard to your Employer Match Account, vesting occurs upon the earliest of the following:

- Completion of three years of Eligibility Service;
- Retirement (as defined by the Plan);
- Death; or
- Attainment of age sixty-five (65) while earning Eligibility Service.

Note that any employer match or profit sharing contributions that were transferred from a prior plan are vested. If you terminate employment with the Company and all members of the Controlled Group before you are vested in your Employer Match Account and you are no longer earning Eligibility Service, you will forfeit the non-vested amount in that Account.

If you are rehired and immediately again begin to accrue Eligibility Service, the amount of your Employer Match Account that was previously forfeited will be restored. This is true even if you do not contribute to the Plan when you are rehired.

Upon rehire, you must still complete a total of three years of Eligibility Service combined (taking into account service from both before and after being rehired) to become vested in your Employer Match Account. Any prior Eligibility Service that is restored will count towards the determination of your vesting rights. Please note that if your Employer Match Account is restored, the amount that is restored is not adjusted for any gains or losses that would have been credited to your Account had it remained invested during your period of separation.

ACCOUNT STATEMENTS

You will receive quarterly statements of your Plan account, mailed to your home in January, April, July, and October of each year. The statements include your Plan balances and reflect your transactions for the prior quarter. You can also access account statement information, including statements for prior quarters or customized time periods, by visiting the YBR Web site. Note that account statement history on the YBR Web site begins on June 1, 2012.

YOUR INVESTMENT OPTIONS

The Plan offers a wide range of investment fund options so that you can choose the mix that best meets your planning needs. These are referred to as the core funds (excluding the Self-Directed Brokerage Account). The Plan currently allows you to invest in:

- Fixed Income Fund
- SSgA Bond Market Index Fund
- JPMorgan Institutional Diversified Fund
- SSgA S&P 500 Index Fund
- Legg Mason ClearBridge Large Cap Value Fund
- Legg Mason ClearBridge Appreciation Fund
- American Funds Growth Fund of America
- Legg Mason ClearBridge Aggressive Growth Fund
- Goldman Sachs Mid Cap Value Fund
- ING Mid Cap Growth Equity Fund
- T. Rowe Price Small Cap Value Fund
- Nuveen Small Cap Select Fund
- Dreyfus Premier Worldwide Growth Fund
- American Funds EuroPacific Growth Fund
- Self-Directed Brokerage Account (SDBA)

The Plan Administrative Committee, at its discretion, may change or terminate the existing investment options or establish additional investment options at any time.

The Company intends the Plan to be an “ERISA Section 404(c) plan,” which means that while the Company is responsible for choosing the menu of investment funds, investment manager(s), recordkeepers and Plan trustees, you have investment authority over the assets in your account. Under ERISA and the Department of Labor’s regulations governing ERISA Section 404(c) plans, the Plan fiduciaries are not responsible for losses that might result from your investment choices.

As a result, you are given the authority under the terms of the Plan to designate an investment mix for the assets in your accounts. You can choose a separate investment mix for contributions you make (Before-tax and After-tax), and also a separate mix for Employer Match and Rollover, or one election can be made for all accounts. You may invest your contributions in 1% increments in any combination you wish. Moreover, you may change investment options for new contributions and/or with regard to amounts already accumulated in your accounts. However, you may only invest your Employer Match Account in the SDBA if you are 100% vested in your Employer Match Account.

If you don't make an investment election, funds in your accounts will be invested in a default investment option, as determined by the Plan Administrative Committee. You may at any time change this default investment by making a different investment election through the YBR Web site or by calling the Benefits Center.

The investment decisions that you make by selecting among the investment funds will have a direct impact on the amount of money available to you at retirement. You should carefully weigh your circumstances in light of the investment objectives and risk and return characteristics of each of the investment options described in the individual prospectus or fact sheet provided for each investment option before making new elections or making later changes in your investment elections.

No employee or agent of the Plan trustee or the Company is authorized to provide you with investment advice. You may therefore wish to consult a financial adviser before making your investment decisions.

Other Information About Your Investment Options

Here is some important information regarding balance transfers and/or fees.

- You can change your investment elections on any trading day with no limit on the frequency of changes (except as described in APPENDIX A – Trading Restrictions on page 26).
- Plan transactions may not be completed on a particular day for a number of reasons, including, but not limited to: stock market holiday, suspension of trading in an asset important to one of the investment funds; insufficient liquidity within any investment fund to process transactions; or a major market disruption. As a result, there may be a delay in accepting and/or execution of participant transactions for one or more days.
- There are no restrictions or penalties for moving your balance between any investment funds except for the following:
  - You cannot transfer assets from one investment option to another and back to the original option in the same day;
  - In the Self-Directed Brokerage Account (SDBA), fees or transaction charges may apply;
  - You cannot transfer assets directly from the Fixed Income Fund to the SDBA. You must first transfer the assets out of the Fixed Income Fund into one of the other core funds for 90 days. After the 90 days, you may transfer these assets into the SDBA; and
  - Certain funds have market timing restrictions or redemption fees. See APPENDIX A – Trading Restrictions and APPENDIX B – Redemption Fees on pages 26-28.

The following information regarding your investments is available by calling the Benefits Center or by visiting the YBR Web site:

1. The current unit value of any investment offered under the Plan;
2. Past and current investment performance, reported net of expenses; and
3. The number and value of units in each investment fund in your account.

About Unit Accounting

All of the Plan's core funds use unit accounting. A unit in a fund represents a portion of ownership in that fund. The more units you hold, the greater your portion of ownership in the fund. The value of each unit depends on the total value of the fund and number of units in the fund on any given day.

Units are revalued each stock market trading day, based on the market value of the fund. When contributions are applied, assets are transferred in or out, or assets are withdrawn or borrowed from these investments, the transaction is based on the unit value as of the end of the day on which the transaction is processed. The unit value is not related to the share values listed in newspapers and online services; it is an internal record-keeping method.

Administrative Expenses

Administrative expenses are the costs of operating a plan, such as recordkeeping, asset custody, communications, audit, and legal expenses. Effective June 1, 2012, these expenses will be covered by deducting a flat dollar charge from your account each quarter. You will see these expenses reflected on your quarterly account statement.

Investment Management Fees

Investment management fees are the fees incurred to run a particular investment fund, including the cost of the fund managers, trading activity, administration and research. These fees are deducted directly from each of your investments and are reflected in investment earnings.

Trading Restrictions

A trading restriction is a mechanism designed to reject participant transactions if a participant transfers assets out of the fund and then tries to transfer assets back into the fund before satisfying the waiting period required by the fund manager. A fund manager may add the trading restriction to protect the fund performance from the negative effects of market timing and to discourage short-term trading. Please see details on trading restrictions applicable to the core funds in APPENDIX A – Trading Restrictions on page 26.

Redemption Fees

A "redemption fee" is a fee deducted from your account if you transfer assets into and back out of an investment fund before the end of the fund's "holding period." The redemption fee is calculated as a percentage of the dollar amount transferred out of the fund. Please see details on redemption fees applicable to the core funds in APPENDIX B – Redemption Fees on page 27.

Investment Information

Information on the investment funds offered within the Plan, including prospectuses, are available to you at any time through the YBR Web site or by calling the Benefits Center and speaking to a representative. To locate fund information on the Web site, click on the "Investment Summary" link in the upper toolbar, then select the "Fund Details" tab and then click on the fund link on the left hand side of the page.

Lipper Fund Information

Lipper is a leading provider of investment information. Lipper provides fund detail pages that offer comprehensive information on each fund within the Plan, including fund objectives, rankings, historical performance, fees, and portfolio management.

Self-Directed Brokerage Account (SDBA)

The Self-Directed Brokerage Account (SDBA) is a brokerage option that provides access to investments beyond the core options offered in the Plan. With the SDBA you have the ability to invest in over 10,000 mutual funds (many available with no loads, waived loads and no transaction fees) from more than 350 fund families, publicly-traded stocks and fixed income investments, including corporate bonds and US Government securities.

You must complete and submit an enrollment form available on the YBR Web site to set up a separate SDBA before you can move money from the core investment options to the SDBA and begin trading. The SDBA is offered through Hewitt Financial Services LLC, member FINRA, SIPC, a subsidiary of Hewitt Associates, LLC.

Here are some considerations related to the brokerage option.

- Payroll contributions cannot be made directly to the SDBA.
- Once your account is open, you must make a minimum initial transfer of $1,000 from your core investment options into your SDBA. Subsequent transfers into the SDBA must be at least $100. Both initial and subsequent transfers into the SDBA can be done through the YBR Web site by selecting "Change Investments", then "Interact With My Brokerage Account" or by calling the Benefits Center. You may transfer up to 100% of your total vested Plan account balance into the SDBA, less $1,000 that must remain in the core investment options under the Plan.
- Assets cannot be transferred from the Fixed Income Fund directly to the SDBA. Fixed Income Fund assets must first be transferred to one of the other core investment options for 90 days. After the 90 days, you may transfer these assets into the SDBA.
- There is a $20 quarterly fee to maintain an SDBA account. This fee is deducted pro rata across your core investment options. Commission and fees may apply to the transactions in your SDBA. The full Hewitt Financial Services Commission and Fee Schedule is available on the YBR Web site by selecting "Change Investments", "Tools and Information", then "Learn More". You will also receive a copy of the full schedule in your Welcome Email/Kit that you'll receive from Hewitt Financial Services once your account is established.

If you're interested in the SDBA option, you can submit an enrollment form online from the YBR Web site by selecting "Change Investments", "Tools and Information", then "Open a New Account". You can also print an enrollment form from this same page and fax or mail it to Hewitt Financial Services. If you do not have access to the YBR Web site, you can call a Hewitt Financial Services Investment Specialist at 1-800-890-3200 to submit your enrollment. Once your account is established, you will receive a Welcome Email/Kit from Hewitt Financial Services with information on accessing your new SDBA.

CHANGING YOUR INVESTMENTS

Changing Your Current Mix

You may change your investment mix for current contributions at any time by logging on to the YBR Web site or by calling the Benefits Center. The change will take effect with your next contribution provided that your election is completed by 4:00 p.m. Eastern Time on the day contributions are applied to your account(s).

You can make a single investment election for all your accounts. If you prefer, you can make a separate election for your employee contributions (Before-tax and After-tax), a separate election for your Employer Match account, and a separate election for your Rollover account.

Transfers Between Investments

You may move assets between the different investment options at any time through the "Change Investments" section of the YBR Web site or by calling the Benefits Center. However, please see APPENDIX A – Trading Restrictions on page 26 for trading frequency limitations applicable to certain funds.

There are two types of transfers:

1. Fund Transfers – Transfers can be made in 1% increments or as a dollar amount from a single fund into one or more fund options; and
2. Reallocation – You may reallocate your entire account balance among the funds in 1% increments. The total reallocation percentages must add up to 100%.

You cannot transfer assets from one investment option to another and back to the original option in the same day. You also cannot transfer assets directly from the Fixed Income Fund to the

SDBA. Instead, you must first transfer assets from the Fixed Income Fund to one of the other core investment options for 90 days. After the 90 days, you may transfer these assets into the SDBA.

You can also elect to automatically rebalance your investments every 90, 180 or 365 days, according to your investment elections in place for current contributions at the time of the rebalancing.

Transactions completed before 4:00 p.m. Eastern Time on a New York Stock Exchange trading day will be processed the same business day. Transactions completed after 4:00 p.m. Eastern Time will be processed the next business day. You may cancel a pending transaction if you do so before 4:00 p.m. Eastern Time on the same day the transaction was made (this includes pending transactions completed after 4:00 p.m. Eastern Time on the previous day). On certain days next to a holiday, such as Good Friday or the day after Thanksgiving, the New York Stock Exchange may announce an early stop to trading at 1:00 p.m. Eastern Time. On these days, the cutoff time for entering Savings Plan transactions will coincide with the 1:00 p.m. Eastern Time close of the New York Stock Exchange.

ONLINE ADVICE AND PROFESSIONAL MANAGEMENT THROUGH AON HEWITT ADVISORY SERVICES

Aon Hewitt Financial Advisors services are designed for participants who would like personalized savings and investment advice relative to their Plan investments. The services include objective retirement planning advice tools, personalized reports, and ongoing support. There are two levels of service offered: Online Advice and Professional Management.

Online Advice is a self service tool available through YBR. All Plan participants with a balance have access to online advice tools. To use Online Advice, follow these simple steps:

1. Log on to the YBR Web site;

2. Click on the **"Get Advice" link** under the "Savings" tab in the upper toolbar.

3. Review the Disclosure Statement, click on **Next** to start using Online Advice.

If you choose to enroll in Professional Management, trained and licensed Investment Advisors will help you enroll, walk you through a complete assessment of your retirement savings portfolio, help you set a retirement income goal, and provide you with personalized plan to help you reach your goal. Aon Hewitt Financial Advisors will rebalance your account as needed to keep you on track. With Professional Management, the fee[2] is approximately $5.00 per month for each $10,000 of account value. There are discounted fees for balances over $100,000. The fee for Professional Management is deducted from your account balance, and this deduction is listed on your quarterly statements.

If you would like additional information, please call the Benefits Center between 9 a.m. and 9 p.m. Eastern Time and select the option to speak with an Investment Advisor.

[2]The fee is 60 basis points per year; however there is a tier fee schedule for larger balances. A basis point is 1/100 of a percent, *i.e.* one hundred basis points equals one percentage point. To figure out the fees you pay for advice, multiply the amount you have invested by the basis point rate, remembering to convert the basis points into hundredths of a percentage point. So $10,000 invested with an annual advice fee of 60 basis points would translate to a $60.00 annualized fee ($10,000 x .0060 = $60).

IN-SERVICE WITHDRAWALS FROM YOUR ACCOUNTS

Although the Plan is designed to encourage you to save for the future, you may need to withdraw money while you are still working. This section explains when and how in-service withdrawals can be made. If you are using a Self-Directed Brokerage Account and requesting a withdrawal which will include these assets, you must first transfer the SDBA assets to one or more of the core funds. This process may take additional time as compared to other withdrawals.
Before you request any type of withdrawal from the Plan, read FEDERAL TAX INFORMATION on page 17. You may also wish to consult a tax advisor.

Withdrawal requests are made against the total assets available in all Plan accounts. Whether or not the assets in a particular account are available for withdrawal depends on different factors. The table below shows the circumstances under which assets are available for withdrawal.

You may request a withdrawal of the total amount available to you (total withdrawal) or a portion of that amount (partial withdrawal) by calling the Benefits Center or through the YBR Web site. To complete a withdrawal online, go to the "Withdraw or Roll Over Money" link of the YBR Web site under the "Loans and Payments" section.

Availability of Assets for In-Service Withdrawals

Before-tax Account	
If you are: •Vested in your Employer Match Account and at least age 59½	Before-tax Account is available at any time for any reason
•Not Vested in your Employer Match Account or under age 59½	Before-tax Account is available only in cases of hardship (excludes earnings).
Employer Match Account	
If you are: •Vested in this Account	Employer Match Account is available at any time for any reason
•Not Vested in this Account	Employer Match Account is NOT available for any reason
After-tax Account	
If you are: •Vested in your Employer Match Account	After-tax Account is available at any time for any reason
•Not Vested in your Employer Match Account	The portion of your After-tax Account which has NOT been matched with Company contributions is available at any time for any reason. The portion of your After-tax Account which has been matched is available only in cases of hardship.
Rollover Account	
No restrictions	Rollover Account is available at any time for any reason

Regular Withdrawals

Regular withdrawals are valued and processed based on closing unit values on the day of your request, provided your request is completed by 4:00 p.m. Eastern Time on a New York Stock Exchange trading day. If not, your request will be valued and processed based on closing unit values on the next trading day. A check generally will be mailed to you within two business days of your transaction request. Or, if you prefer, you can enter your bank information and receive the funds via direct deposit.

Regular withdrawals will be taken from your accounts in the following order (with a proportional share taken from each investment):

1. After-tax Account (excluding matched after-tax contributions);
2. After-tax Account (matched after-tax contributions, only if you are vested);
3. Rollover Account;
4. Employer Match Account (only if fully vested); and finally
5. Before-tax Account (only if age 59½ and vested).

Many withdrawals are eligible for rollover. See TAX-DEFERRED ROLLOVERS on page 15 for more details.

Hardship Withdrawals

Unless you are age 59½ and vested, or you have separated from the Company and all members of the Controlled Group, the assets in your Before-tax Account are only available for distribution due to hardship (limited to your contributions). In addition, unless you are vested, the assets in the matched portion of your After-tax Account are available only for distribution due to hardship. Hardships, defined under current federal income tax law, are limited to:

- Un-reimbursed medical expenses (as described in IRS Publication 502) for you, your Spouse, your children, or other dependents;
- Purchasing or constructing your principal home (not including mortgage payments, remodeling expenses, or the purchase of a retirement home if it is not intended to be your primary residence within six months of your request);
- Tuition payments for the next 12 months of post-secondary education for you, your Spouse, your children, or other dependents (not including course fees reimbursed or paid by the Company or other Participating Employers);
- Funds to avoid eviction from your principal home or foreclosure on the mortgage of your principal home;
- Funeral expenses;
- Expenses to repair damage to employee's primary residence; and
- Immediate and heavy financial need approved by the Plan Administrator ($100 minimum applies).

If the full amount of the hardship can be satisfied by a loan from the Plan, or an in-service withdrawal on a non-hardship basis from your After-tax, Rollover, or the Employer Match Accounts, the hardship withdrawal will not be granted.

Assets will be taken from your accounts in the following order (after all regular withdrawals are completed):

1. After-tax Account (matched money, not fully vested); and then
2. Before-tax Account (contributions only).

When you request a hardship withdrawal, you must:

- Submit acceptable proof of the hardship, which may include medical or tuition bills, real estate sales contracts, construction costs, eviction or foreclosure notices, funeral expenses, estimate to repair damage to primary residence (for more information on what qualifies as proof of hardship, call the Benefits Center); and
- Sign an affidavit stating that you have no other reasonably available resources.

Any assets distributed from your Before-tax Account for a hardship are limited to the amount you contributed to that Account or the value of the Account, whichever is less. Direct deposit of your hardship funds may be available. Please see the YBR Web site or call the Benefits Center for more information.

BORROWING FROM YOUR ACCOUNTS

Please refer to APPENDIX C – Participant Loan Policy on pages 29-30.

IF YOU GO ON A MILITARY LEAVE

If you are absent from work due to a military leave, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) governs your benefit rights upon your return. When you return from military leave, you can "make-up" your missed before-tax and after-tax contributions over a period that is the lesser of five years or three times your military service period. Make-up contributions are ***in addition*** to your current Plan contribution election. You will be eligible to elect make-up contributions based on the Compensation you would have earned had you not been on military leave. Human Resources will provide an explanation in writing regarding your right to elect make-up contributions if such right becomes applicable to you.

If you elect to contribute make-up contributions, the Company will also make up any missed Company matching contributions on the missed contributions you elect to make up, up to the Savings Plan maximum of 3% of Compensation. However, both your make-up contributions and any Company matching contributions will be credited with investment gains or losses only **after** the assets are contributed to the Plan. You will not receive credit for investment gains you could have earned if the contributions had been made during your period of military leave.

DISTRIBUTION OPTIONS AT SEPARATION

If You Retire

As a Retired Participant, you may choose among:

- Total or partial distribution at any time;
- An automatic monthly cash installment in an amount you specify; or
- An automatic annual cash installment in an amount you specify.

During your retirement, you may discontinue payment, change the amount of payments, or begin an installment payment option at any time by calling the Benefits Center. If you elect to have your Plan balance distributed in annual installments, payments can begin any month of the year. These distributions will be issued in the same month each subsequent year. For both monthly and annual installment distributions, the investments from which the cash is distributed will be valued on the last trading day of the month. Direct deposit is available.

Installment distributions will be taken in the following order (with a proportional share taken from each investment):

1. After-tax Account;
2. Rollover Account;
3. Employer Match Account; and
4. Before-tax Account.

If You Leave the Company Before Retirement

If you leave the Company and all members of the Controlled Group before you are retirement eligible and the total value of your vested accounts is $1,000 or less, you will automatically receive a distribution of the entire vested balance after 60 days. Your distribution may be eligible for rollover. See TAX-DEFERRED ROLLOVERS on page 15.

If you leave the Company and all members of the Controlled Group before you are retirement eligible and the total value of your vested accounts is more than $1,000, you may take a total lump sum distribution or leave this balance in the Plan. Your distribution may be eligible for rollover. See TAX-DEFERRED ROLLOVERS on page 15.

If you leave your vested accounts in the Plan, your investments will remain in the funds you have chosen. You will continue to be able to transfer from one investment fund to another, just as you could while working.

If you transfer to a member of the Controlled Group that is not a Participating Employer, you will continue to accrue Eligibility Service for the purposes of determining vesting. In addition, your Plan balances will be eligible for in-service withdrawals (see IN-SERVICE WITHDRAWALS FROM YOUR ACCOUNTS on page 11) and borrowing (see APPENDIX C – Participant Loan Policy on page 29) but loan repayments must be made by check, money order or direct debit rather than payroll deduction. You cannot take a total distribution of your Plan account balances because you are not considered a “terminated” employee.

After you have terminated your employment with the Company and all members of the Controlled Group, you may take a distribution of all of your account at any time in the future, but no partial distributions are permitted. You may request a total distribution of your account <u>no sooner</u> than 45 days following your date of separation from service.

Example of total distribution request
Your last day of employment with the Company is April 9, 2012. You may request a total distribution of your account beginning on May 24, 2012, or 45 days following your date of separation from service. A total distribution of your account will not be made available to you prior to May 24, 2012.

Note that the 45-day restriction <u>does not</u> apply to separation from service due to death, retirement or total disability. Also, the 45-day restriction does not apply to in-service withdrawals. During this 45-day period, you will still have access to your account with the ability to direct how assets in your account are invested.

Address Changes for Terminated or Retired Employees

If you retire (as defined in the Plan) or your employment is otherwise terminated and your address changes, you must update your address either on the YBR Web site or by calling the Benefits Center.

If You Become Totally Disabled

If you become a Totally Disabled Participant, you have the same payment options as if you were a Retired Participant. See *If You Retire* under DISTRIBUTION OPTIONS AT SEPARATION on page 13.

If You Die

If you die while you are still earning Eligibility Service, your Plan balance is treated as follows:

- If the total value of your accounts is $1,000 or less, a total distribution will be made automatically to your designated beneficiary. If you have no designated beneficiary, a total distribution will be made automatically to your estate's legal representative.
- If your beneficiary is your Spouse and the total value of your accounts is more than $1,000, your Spouse has the same distribution options as a retiree.
- If your beneficiary is your Spouse, your Spouse may generally roll over a distribution into his or her individual retirement arrangement (IRA) or other qualified plan.
- If your beneficiary is not your Spouse, your beneficiary has the option to transfer the account to an inherited Individual Retirement Account (IRA) in your name. If your beneficiary does not elect to transfer the account, a total distribution will be made to your beneficiary.

Required Minimum Distributions at Age 70½

Current federal income tax law requires that you start to receive payments from the Plan at the later of when you turn age 70½ or retire. If you die and your Spouse keeps your assets in the Plan, your Spouse must start to receive payments when you would have reached age 70½.

For your distribution in the year you turn age 70½, or retire, if later (your first distribution), you have until the beginning of March of the following year to request the required amount from the Plan. Your second minimum distribution must be requested by the beginning of December of that same year (you will be notified of the specific deadline each year). As long as you have assets in the Plan, a minimum distribution will occur in December of each year.

If you don't request the minimum annual distribution when required, the appropriate amount will be distributed to you automatically. Any portion of your minimum annual distribution that is paid out automatically will be paid in a manner designed to minimize taxability. This may result in the liquidation of a portion of all investment options. The Plan determines the amount of your required minimum distribution by using your Plan account balances and life expectancy tables provided by applicable Treasury regulations.

TAX-DEFERRED ROLLOVERS

The Internal Revenue Service (IRS) allows participants in a qualified retirement plan such as the Plan to take advantage of a special, tax-favored transaction called a rollover. A rollover is a reinvestment of assets, both tax-deferred and after-tax, from one qualified plan to another qualified plan, or to an individual retirement account (IRA).

The benefit of a rollover is that it allows you to receive what would otherwise be a taxable distribution from a qualified plan and then defer payment of taxes on that distribution until a later date. The rollover option also applies to after-tax contributions that are distributed to you from a qualified plan.

Rollovers Into the Plan

If you are actively employed by the Company or another Participating Employer, you are eligible to participate in the Plan and you receive a distribution from another qualified plan, all or part of the distribution, including both the taxable portion and after-tax contributions, may be eligible for rollover into the Plan.

The **Rollover Account** will contain all amounts, other than after-tax employee contributions, transferred to the Plan as a rollover distribution from a qualified plan or an IRA, and earnings thereon.

The **After-tax Account** will contain any amounts rolled into the Plan from a qualified plan that are attributable to after-tax employee contributions.

When requesting a rollover into the Plan, you must submit proof that:

- The payment is from a tax qualified plan under section 401(a) or 403(a) of the Internal Revenue Code, or an IRA under 408(a) or 408(b) of the Internal Revenue Code; and

- The payment from the qualified plan was made within 60 days prior to the deposit into the Plan (if the rollover check is not made payable directly to the Plan).

Once your rollover request has been validated, the rollover is generally credited to your Rollover Account and/or After-tax Account within 3 business days.

You may choose any of the available investment options, in 1% increments, for your rollover amount. Your rollover will be credited based on the closing unit values on the day your rollover is applied to your account.

If you retire under the Westinghouse Electric Company Pension Plan and/or the CBS Pension Plan, and you receive your pension in a lump sum, you may roll over all or a portion of your lump sum distribution, including your after-tax contributions, into the Plan. The amounts attributable to after-tax contributions will be held in the After-tax Account, while the remaining amounts will be held in the Rollover Account. If you leave the Company and all members of the Controlled Group before you retire and you leave your vested accounts in the Plan, this rollover option is not available to you.

Rollovers Out of the Plan

You may roll over all or a portion of the taxable amount of a distribution from this Plan into an IRA or another qualified plan. You may also make a direct rollover (described below) of the after-tax portion into an IRA or another qualified plan that accepts rollovers, provided that any qualified plan to which the amounts are being transferred will agree to separately account for the after-tax portion. The following types of Plan distributions are eligible for a tax-deferred rollover:

- Partial distributions;
- Total distributions received if you retire or leave the Company and all members of the Controlled Group; and
- Annual and monthly installments that continue for less than 10 years.

The following types of Plan distributions are *not* eligible for a tax-deferred rollover:

- Hardship withdrawals;
- Age 70½ required minimum distributions; and
- Annual or monthly installments that continue for 10 or more years.

There are two ways to roll over an eligible distribution from the Plan:

1. Direct Rollover - you provide the name and address of the IRA or qualified plan and the amount to be rolled over. The Plan will make the check payable to the IRA or qualified plan and then mail the check directly to your home. You then must turn the distribution over to the IRA or qualified plan. In some instances, the funds can be sent electronically. Because you're requesting a direct rollover, the Plan will not withhold federal income tax from the taxable portion of your distribution.

2. Indirect Rollover - you may handle the rollover yourself. You receive the check made payable to you and you are responsible for depositing the rollover amount into another qualified plan or IRA within 60 days. In this case, the Plan is required to withhold federal income tax from the taxable portion of your distribution at a rate of 20%. If you want to roll over the entire taxable amount, you have to substitute money from other sources for the 20% withheld at the time of the distribution.

For more information and guidance on rollovers, access the Rollover Center available on the YBR Web site.

Note: If you roll assets out of the Plan, any subsequent distributions will not be eligible for income averaging. See *Lump Sum Distributions* under FEDERAL TAX INFORMATION on page 19 for more information.

FEDERAL TAX INFORMATION

Following is a general description and summary of current federal income tax law and corresponding Treasury regulations that apply to contributions made to, and withdrawals made from, this type of savings plan. This description and summary do not constitute a recommended course of action and are not intended as tax advice. There are excise taxes associated with certain distributions. Therefore, ***you are strongly urged to consult a tax advisor on how to handle your distributions from the Plan before you make any decisions.*** You may also wish to refer to IRS Publication 575 for more information. Call 1-800-TAX-FORM or go to www.irs.gov to obtain an IRS publication.

Employer Match Account Contributions

You do not pay federal income taxes on your Employer Match Account contributions when they are contributed to your Account. When these contributions are distributed, however, they will in most cases be subject to federal income tax in the year you receive them.

Before-tax Account Contributions

You do not pay federal income taxes on your Before-tax Account contributions when they are placed in your Account. When these contributions are distributed, however, they will in most cases be subject to federal income tax in the year you receive them.

After-tax Account Contributions

You do pay federal income taxes on your After-tax Account contributions when they are contributed to your account. If you receive a distribution from the Plan, you have taxable income to the extent that the amount you receive exceeds the amount of your after-tax contributions, which can be allocated to the distribution under IRS rules. The amount of your after-tax contributions that can be allocated to a distribution is based on the amount of the distribution taken, the amount of any pre-1987 after-tax contributions in your account, and the total After-tax Account balance at that time. Any pre-1987 after-tax contributions will be distributed to you first and will be treated as a tax-free return of your contributions. After you receive all available pre-1987 after-tax contributions, any distributions from your After-tax Account will include some taxable income relating to the earnings on such contributions.

Example of Determining the Taxable Portion of a Distribution

You are making a withdrawal from your After-tax Account in the amount of $1,000. You do not have any pre-1987 contributions in your After-tax Account. To determine the taxable portion of the distribution, we must calculate an "exclusion ratio" which is determined by dividing your total after-tax contributions by the total balance in your After-tax Account as of the date of the distribution.

Assume you are withdrawing $1,000 and that your total after-tax contributions are $2,000. Further assume that your total After-tax Account balance is $10,000. The "exclusion ratio" is the percentage calculated as follows: $2,000 / $10,000 = 20%.

The nontaxable portion of the distribution is therefore $1,000 x 20% = $200. The remainder of the distribution, $800, is taxable in the year received.

Withholding of Federal Income Tax

The Plan is required by law to withhold and pay to the IRS a portion of any taxable income resulting from distributions from the Plan. Generally, federal income tax will be withheld automatically at a rate of 20%. State income tax withholding may also apply.
There are exceptions to the mandatory 20% withholding. The withholding rules and rates for various types of distributions are discussed below.

- Direct rollovers – No tax will be withheld from your distribution, provided you give direct rollover instructions to Aon Hewitt at the time you request your distribution. The check for the taxable portion of your distribution must be made payable to another qualified plan or IRA in order for the withholding to be waived.

- Defaulted loan distributions – No tax will be withheld from a distribution that is the result of a loan default.

- Distributions to non-spouse beneficiaries – A non-spouse beneficiary may choose whether or not to have federal income tax withheld from a distribution he/she has received because of your death. If the non-spouse beneficiary elects to have tax withheld, it will be withheld at a rate of 10%.

- Age 70-1/2 minimum distributions – You may choose whether or not to have federal income tax withheld from distributions made in compliance with the age 70-1/2 minimum distribution requirement. If you elect to have tax withheld on an age 70-1/2 minimum distribution, it will be withheld at a rate of 10%.

- Distributions to alternate payees other than a Spouse or former Spouse – If a non-spouse alternate payee receives a taxable distribution from your accounts because of a qualified domestic relations order, he/ she may choose whether or not to have federal income tax withheld at a rate of 10%.

- Installment distributions – If you take an installment distribution that is projected to continue at least 10 years, it is exempt from the 20% withholding regulation. For this type of distribution, you may elect whether or not to have federal income tax withheld. Federal taxes will be withheld from the distribution based on withholding tables. These tables require a designation of marital status and number of exemptions. If no election is made, you will be deemed to be married with three exemptions.

Additional Tax on Early Withdrawals

Current federal income tax law imposes an additional federal tax of 10% on the taxable portion of early distributions that are not rolled over from the Plan. You won't have to pay this additional tax if your distribution qualifies for an exception. Exceptions include (but are not limited to) distributions made:

- On or after reaching age 59½;
- To Totally Disabled Participants;
- As a result of separation of service provided that separation occurs during or after the calendar year in which the participant turns age 55;
- As a series of substantially equal periodic payments over life expectancy;

- To the beneficiary or estate of a deceased employee;
- To pay an alternate payee in accordance with a qualified domestic relations order; or
- For allowable medical expenses greater than 7½% of adjusted gross income.

Payment of this additional 10% tax is your responsibility - the Plan does not withhold any part of this tax from your distribution. Contact your financial advisor to determine if the 10% penalty applies to you.

Lump Sum Distributions

If you receive a lump sum distribution from the Plan, several special tax treatments may be available to you if you were age 50 by January 1, 1986. Please consult IRS Publication 17 or your tax advisor for more information.

Transfers Between Investments

A transfer of your assets from one Plan investment option to another does not result in taxable income for you. This is because your assets are not being removed from the Plan.

Loan Interest

The interest you pay on a Plan loan is not deductible on your federal income tax return.

SECTION 415 CONTRIBUTION LIMIT

Section 415 of the Internal Revenue Code limits the combined amount that you and the Company or other members of the Controlled Group can contribute to the Plan each year. Before-tax, after-tax, and employer matching contributions (together called "annual additions") cannot exceed 100% of your Compensation or the specified dollar amount, whichever is less. For 2012, the specified dollar amount is $50,000. This amount is indexed to inflation in $1,000 increments. Contributions you make to the Westinghouse Electric Company Pension Plan are also included in the Section 415 definition of annual additions. However, "catch-up contributions" are **not** treated as annual additions for purposes of this limit.

The Company and other Participating Employers monitor participants' annual additions to ensure compliance with Section 415. Final testing for a year takes place early in the following year. For example, final testing for 2011 occurred in early 2012.

If You Exceed the Limit

If final testing shows you exceeded the limit for the year, your excess contributions and their related earnings will be refunded to you. If any part of your refund includes before-tax contributions or earnings, you will incur a tax liability for the year of the distribution. If so, you will also receive a Form 1099-R from the Plan, indicating that you received a taxable distribution.

Determining Your Compliance with the Limit

Relatively few employees exceed the Section 415 contribution limit each year. The ongoing monitoring and notices should correct most excess contributions before the final testing occurs.

DEFINITIONS

The following defined terms are used in this summary.

Administrative Committee
A committee appointed by the Company to serve certain functions under the Plan, including deciding appeals of benefit claims (as described in GENERAL INFORMATION on page 22).

Company
Westinghouse Electric Company LLC.

Compensation
The amount you receive from the Company or other Participating Employers as wages or salary during a calendar year. This includes night-turn bonus, group-leader and overtime pay, commissions and other variable compensation. If you elected to make before-tax contributions to the Savings Plan, if you elected to make before-tax contributions to a Health Care or Day Care Spending Account, or if you elected to make contributions for health and welfare plan coverage on a before-tax basis under Section 125 of the Code, the amount of those before-tax reductions are considered part of your Compensation.

Compensation does NOT include: reimbursements or other expense allowances; fringe benefits (cash and noncash); moving expenses; deferred compensation; welfare benefits; retention bonuses; suggestion awards; other non-performance-related awards or bonuses; and awards made under corporate incentive programs (such as gainsharing, goalshare, or all employee variable pay programs, etc.) unless (i) the Administrative Committee determines that such awards shall constitute Compensation under the Plan, and (ii) the Company communicates the inclusion of such awards in Compensation to all affected Participants prior to the effective date of such inclusion.

Compensation cannot exceed a certain annual amount set by federal income tax law – $250,000 for calendar year 2012, indexed for inflation.

Controlled Group
An entity is in the controlled group of another entity if it shares an 80% ownership relationship as determined under Internal Revenue Code regulations.

Eligibility Service
Your years of service used to determine when you become eligible for a benefit and when you are vested in certain accounts.

Eligibility Service is counted in years and fractions of years. Any fraction of a year is expressed as a decimal ratio of completed calendar months of service divided by 12, plus actual days of service in a partial month divided by 365.

Eligibility Service includes all years that you work for the Company, any other Participating Employer and any other Controlled Group member, plus certain periods away from work, such as time on:

- Furlough (an interruption of work, usually temporary, during which you get no pay);
- Disability up to two years for any single occurrence of disability, measured from your last day worked (the two year limit includes periods paid under the Salary Continuance policy, and periods during which you are eligible to receive Accident and Sickness Benefits and Long Term Disability benefits);
- Leave of absence (other than educational, military, and personal leaves) up to two years;
- Military leaves of absence up to the limit for which re-employment is required by law;

- Layoffs up to a continuous period of one year; or
- Other absences up to a continuous period of one year, as long as you return to active employment before the first anniversary of your last day at work.

Eligibility Service may also include service granted to employees of other entities in connection with certain Company transactions, such as acquiring a business. In addition, certain special rules may apply in the determination of Eligibility Service for service completed prior to January 1, 2002. For more information regarding the determination of Eligibility Service in these situations, refer to the Plan document or contact your HR representative.

Excluded Unit
A group of employees named by the Company as not eligible to participate in this Plan. Under the Plan, the group of employees of WEC Carolina Energy Solutions, LLC or WEC Equipment & Machining Solutions, LLC who have the job title of "Customer Field Support" are an Excluded Unit.

Participating Employer
The Participating Employers and the effective dates of participation are:

Participating Employer	Effective Date
Fauske & Associates LLC	April 1, 1999
Wesdyne International LLC	November 1, 1999
PCI Energy Services LLC	January 1, 2000
PaR Nuclear, Inc.	January 1, 2005
WEC Carolina Energy Solutions, LLC	January 1, 2009
WEC Equipment & Machining Solutions, LLC	January 1, 2009
WEC Welding & Machining, LLC	January 1, 2009
CS Innovations, LLC	August 1, 2009

Plan
The Westinghouse Electric Company Savings Plan.

Plan Administrator
The Company, as described in *Plan Sponsor and Administrator* in GENERAL INFORMATION on page 22.

Retired Participant
A Plan participant who retired under the Westinghouse Electric Company Pension Plan or the pension plan of a Participating Employer. It does not refer to an employee who has a right to a vested pension under those plans who leaves the Company or a Participating Employer before becoming eligible for retirement.

Spouse
A participant's legally married spouse of the opposite sex.

Totally Disabled Participant
An employee is considered totally disabled if he has been determined to be "Totally Disabled" under the Westinghouse Electric Company Welfare Benefits Plan.

GENERAL INFORMATION

This section contains special information on the Westinghouse Electric Company Savings Plan (referred to in this section as the Plan) that is governed by the Employee Retirement Income Security Act of 1974 (ERISA). Although you may not use this information often, it can be helpful if, for example, you want to know:

- How to contact the Plan Administrator or Trustee;
- What to do if a claim for benefits is denied; or
- Your rights under ERISA and other federal laws.

About the Plan

The Plan is a “defined contribution” plan. The Plan is funded through contributions to a trust by the Company and Plan participants. The Plan and all of its records (including fiscal records) are kept on a calendar year basis, beginning January 1 and ending December 31 of each year. The Plan’s number assigned by the Company is 001, and the Company’s employer identification number is 52-2140933.

Plan Documents

Copies of the Plan and the trust agreement, the annual report of Plan operations as filed with the Internal Revenue Service, and the summary plan description are available for review by Plan participants and their beneficiaries during regular working hours. Upon your written request to the Plan Administrator, a copy of these documents will be furnished to you or your beneficiary at a nominal cost within 30 days.

The Plan is covered in part by collective bargaining agreements. You may examine a copy of any agreement that applies to you at your local Human Resources office. You may obtain a copy of the agreement by writing to your local Human Resources representative. You will be charged for copies of any documents you request. A complete list of unions participating in this Plan is available from the Plan Administrator.

Plan Sponsor and Administrator

This Plan is sponsored by the Company (Westinghouse Electric Company LLC), and the Company is also the Plan Administrator. The Company has delegated certain aspects of Plan administration, including some of the day-to-day operations of the Plan, to other individuals and entities.

Aon Hewitt is your primary source of information about Plan benefits. Contact Aon Hewitt at:

- **Westinghouse Benefits Center**
  P.O. Box 785082
  Orlando, FL 32878-5082
- **Westinghouse Benefits Center: 1-800-890-3600**
- **Plan Web site: www.mybenefitsdirectory.com/westinghouse**

You may also contact the Plan Administrator at:

Westinghouse Electric Company LLC
Benefits Department
1000 Westinghouse Drive, Suite 137
Cranberry Township, PA 16066

Certain Company subsidiaries are also Participating Employers in the Plan. See the definitions of “Participating Employer” and “Excluded Unit” for the Participating Employers and Excluded Units as of the date of this summary plan description. You can get an updated list of which subsidiaries and other entities take part in the Plan and any Excluded Units by contacting the Plan Administrator.

Trustee

The trustee for this Plan is:

State Street Corporation
Box 5501
Boston, MA 02206

Agent for Service of Legal Process

The designated agent for service of legal process is:

Westinghouse Electric Company Savings Plan Administrator
Westinghouse Electric Company LLC
Benefits Department
1000 Westinghouse Drive, Suite 137
Cranberry Township, PA 16066

How to File a Claim

If you want to initiate a Plan claim, you should call the Benefits Center.

You or your beneficiaries may make a written request for benefits to the Plan Administrative Committee through the Plan Administrator. Your request will be considered a claim for Plan benefits and subject to a full and fair review.

If your claim is wholly or partially denied, the Plan Administrative Committee will provide you with a written notice of this denial. This written notice must be provided to you within 90 days after the Plan Administrative Committee receives your claim (or up to 180 days if there are special circumstances and the Plan Administrative Committee notifies you within the first 90 days of the special circumstances and the date by which a decision is expected). The written notice must contain: the reason(s) for denial; reference to specific Plan provisions on which the denial is based; a description of any additional information or material necessary to correct your claim (or an explanation of why the material or information is necessary); and appropriate information on the steps to be taken if either you or your beneficiary wish to submit your claim for review.
If your claim has been denied and you wish to appeal it, follow the procedure outlined in *How to Appeal a Claim* below.

How to Appeal a Claim

If your claim for benefits under the Plan is denied, you can appeal the denial by writing to the Plan Administrator.

Your appeal must be submitted within 60 days after you receive notice of the denial of your claim. It should include any documents, records, questions or comments you feel are necessary for a complete review. If you submit an appeal, you can review all documents pertinent to your claim by contacting the Plan Administrator.

The Plan Administrative Committee will provide a full and fair review of your appeal and notify you in writing of the final decision and reasons for the decision. This decision will be made within 60 days of the receipt of your request for review, unless there are special circumstances that require more time. If there are special circumstances, the 60 days may be extended to up to 120 days, and you will be notified of the special circumstances and the date by which the Administrative Committee expects to make its decision.

If the Administrative Committee denies your appeal, you will receive a written notice that explains the specific reasons for denial with specific references to applicable Plan provisions, and you may seek remedies in a state or Federal court. See *Enforce Your Rights* under ERISA STATEMENT OF RIGHTS on page 24.

Your Rights to Your Benefits

Your vested retirement benefits belong to you and, except for Qualified Domestic Relations Orders (described below) and under other situations as provided by ERISA, may not be sold, assigned, transferred, pledged or garnished. If you or your beneficiary are unable to care for your own affairs, any payments due may be paid to someone who is legally authorized to conduct your affairs.

Qualified Domestic Relations Orders (QDROs)

All or part of the benefits you earn under this Plan may be paid to a former Spouse or other payee if the Company is served with a QDRO. A QDRO is an order issued by a state court relating to child support, alimony, or division of marital property that meets the requirements of ERISA. The Westinghouse Benefits Center reviews domestic relations orders, corresponds with participants' and alternative payees' legal representatives, and determines if a proposed domestic relations order complies with all legal requirements to be certified as a QDRO. Model language for domestic relations orders is available to assist legal representatives in drafting domestic relations orders which meet the Plan's requirements. To obtain, without charge, information regarding the Plan's QDRO procedures or other assistance, visit the Qualified Orders Center on the Internet at www.qocenter.com. Enter "Westinghouse Electric Company" as the participant's employer name, to download procedures and model orders, or to create a domestic relations order on-line.

QDRO information may also be requested by contacting:

- **Westinghouse Benefits Center**
  ATTN: Qualified Order Center
  PO Box 1433
  Lincolnshire, IL 60069-1433
- **Westinghouse Benefits Center: 1-800-890-3600**
- **Qualified Order Web site: www.qocenter.com**

Future of the Plan

The Company expects to continue making the Plan available to eligible employees. However, the Company reserves the right to change or terminate the Plan in the future.

The Company has the right to amend all or any part of the Plan at any time, and affiliated companies participating in the Plan may, with the approval of the Company's Board, discontinue future participation in the Plan. The Plan generally cannot be amended in any way that takes away the benefits Plan participants have already earned, unless such action is required by law.

If the Plan is terminated, all accounts will be fully vested. As a defined contribution plan, the Plan is always fully funded. Because of this, the Plan is not, and is not required to be, insured by the Pension Benefit Guaranty Corporation (PBGC).

ERISA STATEMENT OF RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under ERISA, described in the following paragraphs.

Receiving Information About Your Plan and Benefits

ERISA provides that you are entitled to:

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including the Plan document and collective bargaining agreements, and the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

- Obtain, upon written request to the Plan Administrator (and for a reasonable charge), copies of documents governing the operation of the Plan, a copy of the latest annual report (Form 5500 Series), and an updated summary plan description;
- Receive a summary of the Plan's annual financial report at least annually and upon request.
- Obtain a statement once a year (at no charge on written request) telling you whether you have a right to benefits if you left the Company now. If you do not yet have a right to benefits, the statement will tell you when you will have the right to benefits.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate a plan are called "fiduciaries" of the Plan. Their duty is to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries.

Enforce Your Rights

No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. If you file suit for any reason, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about this Plan, contact the Westinghouse Benefits Center or the Plan Administrator. If you have any questions about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

APPENDIX A – Trading Restrictions

The following core funds are subject to trading restrictions:

Effective Date	Fund Name	Restricted Transfer Out/In Amount	Waiting Period
04/01/2006	American Funds EuroPacific Growth Fund	$5,000 or over	30 calendar days
03/01/2008	American Funds Growth Fund of America	$5,000 or over	30 calendar days
06/01/2012	T. Rowe Price Small Cap Value Fund	All transfers	30 calendar days

Beginning on the Effective Date listed above, participants who transfer $5,000 or more out of either the American Funds EuroPacific Growth Fund or the American Funds Growth Fund of America must wait thirty (30) calendar days before transferring $5,000 or more back into the fund.

Beginning on the Effective Date listed above, participants who transfer funds of any dollar amount out of the T. Rowe Price Small Cap Value Fund must wait thirty (30) calendar days before transferring any amount back into the fund.

The restriction applies only to two types of Plan transactions:
- Fund transfers; and
- Participant-initiated investment reallocations.

Other types of Plan transactions are <u>not</u> subject to the trading restriction requirements, including:
- Purchases with payroll contributions or Company matching contributions, and loan repayments;
- Withdrawals, loans or termination distributions; and
- Loan fees, Advisor Service fees, or Self-Directed Brokerage Account fees.

Trading restriction examples

Example 1:

On April 20, Marcia transfers $10,000 out of the EuroPacific Growth Fund. On the last business day in April, $300 of Marcia's contributions and loan repayment for April are deposited in the EuroPacific Growth Fund in accordance with her investment elections. On May 10, Marcia transfers $2,000 back into the EuroPacific Growth Fund, and on May 15 she attempts to transfer $8,000 into the Fund. The attempted $8,000 transfer into the Fund will be rejected, because it was made less than 30 days after Marcia transferred at least $5,000 out of the EuroPacific Growth Fund (the $10,000 transferred out on April 20). However, the $300 contribution and loan repayment at the end of April are permitted because these transaction types are exempt from the trading restriction rules. The $2,000 transfer into the Fund during the 30-day waiting period is also permitted because it is less than $5,000.

Example 2:

Jeff decides to transfer $10,000 out of the EuroPacific Growth Fund to rebalance his account. He makes a series of transfers out of the Fund of $2,000 each over 5 successive business days. Since no individual transaction was $5,000 or more, Jeff's cumulative transfer of $10,000 from the fund will not invoke the trading restriction and the 30-day waiting period.

Example 3:

Peter transfers $1,000 out of the T. Rowe Price Small Cap Value Fund. Peter must wait 30 days before making a transfer of any amount back into the same fund.

APPENDIX B – Redemption Fees

The following fund managers have instituted redemption fees to discourage short-term trading and help offset related costs.

Effective Date	Fund Name	Redemption Fee	Holding Period
04/01/2005	T. Rowe Price Small Cap Value Fund	1.00%	90 calendar days

Participants who transfer assets into the T. Rowe Price Small Cap Value Fund (the "T. Rowe Price Fund"), and subsequently transfer all or part of those newly purchased units out of the T. Rowe Price Fund within ninety (90) calendar days of the original investment date, will be charged a redemption fee of 1.00% of the assets withdrawn from the fund.

Redemption fees are paid back to the investment fund managers—not to Aon Hewitt or to Westinghouse—and are reinvested in the fund's assets for the benefit of all shareholders. You can avoid the redemption fees by simply keeping your assets in the fund until after the expiration of the holding period.

Redemption fees will apply to two types of Plan transactions:

- Fund transfers; and
- Participant-initiated balance reallocations.

Other types of Plan transactions are <u>not</u> subject to the redemption fee requirements, including:

- Automatic rebalancing through the Aon Hewitt Advisor Service;
- Purchases with payroll contributions or Company matching contributions, and loan repayments;
- Withdrawals, loans or termination distributions; and
- Loan fees, Advisor Service fees, or Self-Directed Brokerage Account fees.

If your balance in the T. Rowe Price Fund includes assets that have been invested for a term greater than the redemption fee holding period (long-term units), along with assets that have not yet satisfied the holding period (short-term units), the implications of withdrawing those assets are slightly more complicated. When you request a fund transfer, your long-term units will be sold first. The short-term units will be sold only if necessary to complete your fund transfer. Only the short-term units will be subject to a redemption fee in this type of transaction. This is referred to as the "first in, first out" rule, and it helps to minimize the effect of the redemption fee.

Redemption fee examples

Here are three hypothetical examples showing how the redemption fee works. You "buy" units when you transfer assets into a fund, and you "sell" units when you transfer out of that same fund.

Example 1: Selling Short-term Units
Leslie makes her first investment in the T. Rowe Price Fund for $1,210.00. She acquires 110 units at a price of $11.00* per unit. The next day, the value of each unit increases to $11.10.* She sells all her units resulting in $1,221.00, which gives her a profit of $11.00. However, Leslie is charged a 1.00% redemption fee because she sold her units less than 90 calendar days after buying them. The fee she is charged, in this case, is $12.21 (1.00% of $1,221.00). This fee is deducted from the sale proceeds of $1,221.00, leaving her with $1,208.79. This results in an overall loss of ($1.21). By trying to take advantage of a short-term rise in value, Leslie ends up losing money because of the redemption fee.

Example 2: Selling Short- and Long-term Units
John owns 100 units of the T. Rowe Price Fund. He has owned those 100 units for six months. John then buys an additional ten units of the T. Rowe Price Fund so that he owns a total of 110 units. Just five days later, John sells all 110 units at a time when the price is $9.00* per unit, or $990.00. John is charged a 1.00% redemption fee of $0.90 (1.00% of $90.00) on the sale of the ten units he bought less than 90 calendar days earlier. He incurs the redemption fee because he is selling those ten units within 90 calendar days after buying them. John will not be charged a redemption fee on the sale of the 100 units which he owned for six months because the redemption fee is not applied to units held longer than 90 calendar days. The redemption fee is deducted from the sale proceeds, and John receives $989.10.

Example 3: First In, First Out
Assume the same facts as in Example 2 above except that, instead of selling his entire 110 unit balance, let's assume John sells just 60 units at a time when the price is $9.00* per unit. Because of the "first in, first out" rule, John's long-term units (the units he has held for the longest time) are sold first to fulfill his redemption request. John has held 100 of his units for more than 90 calendar days, and he is selling only 60 units. To fulfill John's request, it is not necessary to sell the ten units John purchased a few days earlier. Therefore, he is not charged a redemption fee and receives the full proceeds of the sale, or $540.00.

Note: Examples are for illustrative purposes only. They are not meant to represent the current pricing or predict the future pricing of the T. Rowe Price Small Cap Value Advisor Fund.

As mentioned earlier, transactions for loans, withdrawals and certain fees are not subject to the redemption fee requirements. However, if you process a loan or withdrawal from a fund that has both short-term and long-term units, the money will be taken first from your long-term units.

It is your responsibility to maintain records of your fund transfer activity so that you can anticipate and plan for any transfer restrictions or redemption fees. The Plan Web site and Benefits Center Line will provide general reminders about transfer restrictions and redemption fees when you request a transfer in one of the affected funds. However, you will not be able to get an estimate of any applicable redemption fees or information about your short-term or long-term units on the Plan Web site or through the Benefits Center representatives. After your transaction is processed, you will receive a confirmation statement in the mail showing the final amount of any redemption fees charged.

APPENDIX C – Participant Loan Policy

While you are working for the Company or a member of the Controlled Group, the Plan allows you to borrow money for any reason from your Before-tax, After-tax and Rollover Accounts. You may borrow from your Employer Match Account only if it is vested. Both the principal and interest repayments on your loan go back into your account(s) as they are repaid. You can request a loan by logging on to the YBR Web site, or by calling the Benefits Center.

The following rules apply to loans.

- Assets will be taken on a proportional basis from all the funds in your account in the following order:

    1. Before-tax Account;
    2. Employer Match Account (only if fully vested);
    3. After-tax Account; and finally
    4. Rollover Account.

    The principal portion of your loan payment is paid back to your account(s) in the reverse order from which the loan was taken. Interest on loan payments is paid back to your account(s) in proportion to how the original assets were borrowed.

    All loan repayments will be invested in the investment options you have selected for current contributions at the time the repayments are made. If no such election exists, loan repayments will be invested in the Fixed Income Fund;

- No loan can be taken from amounts held in the Self-Directed Brokerage Account.
- The amount borrowed must be a minimum of $1,000. The term of your loan can be for a period of 6, 12, 18, 24, 30, 36, 42, 48, 54, or 60 months.
- All loans are distributed as cash.
- You may borrow up to 50% of your total balances in the core funds, excluding the Employer Match Account if you are not vested. For this purpose, your balance includes any outstanding balance from a previous loan. The overall loan maximum is $50,000, reduced by the highest outstanding loan balance during the one-year period ending on the day before the date the loan is made.
- An application fee of $50 will be deducted from your account and amortized as part of the loan requested.
- Up to two loans may be outstanding at any one time.
- The interest rate for loans is determined monthly, based on the prime interest rate, plus 1%, as published on the 15th day of the previous calendar month in the Wall Street Journal. Loans are calculated using simple interest.
- The interest rate on your loan remains the same throughout the term of the loan.
- Once you request a loan, you will receive a copy of your loan disclosure statement which will confirm your loan transaction and explain the Plan's rules regarding loans, including loan default. Loans are processed and valued based on the closing unit values on the day of your request, provided your request is completed by 4:00 p.m. Eastern Time, on a New York Stock Exchange trading day. If these conditions are not met, your request will be valued and processed based on the closing unit values on the next trading day. A check for your loan proceeds generally will be mailed within two business days following the day the loan is processed. Or, if you prefer, you can enter your bank information and receive the funds via direct deposit.

Repaying Your Loan

Loans are generally repaid through payroll deductions. The Plan does not allow partial loan prepayments, but the balance may be repaid in full without penalty at any time by a money order, cashier's check or certified check. Personal checks for loan payoff will not be accepted and will be returned to the participant. Final loan payoff information can be accessed on the YBR Web site or through the Benefits Center.

Please note that the final loan payoff amount may be different from your outstanding loan balance due to pending payroll deductions and may include accrued interest. The recordkeeping system will reduce the full repayment of the loan balance by any payroll deduction that is received. If a participant submits a loan payoff for an amount that is greater than the actual outstanding loan amount, then the excess will be returned to the participant by the Plan Administrator in the form of a check mailed to their home address of record. All refund checks are generally received by the participant within two weeks after the payroll deduction has been posted. The Plan Administrator will send confirmation of a loan payoff to the participant via electronic or paper delivery within two business days of the loan payoff transaction processing.

If you are monthly paid, loan payments will begin with the first pay of the month following the loan initiation date. For example, if you take a loan in March, your loan payments will begin with your first pay in April. If you are weekly paid, loan payments will begin with the first payroll posting date that occurs after four weeks from the loan initiation date.

Any time a full payment is not received when due, your loan will be considered delinquent. If you default on your loan, the outstanding balance will be considered a distribution from the Plan and may result in a taxable event subject to ordinary income taxes and a potential 10% penalty.

If you leave the Company and all members of the Controlled Group before you are retirement eligible, you may repay any outstanding loan balance within 60 days. If you do not repay your loan in full, the outstanding balance will be considered a distribution from the Plan and may result in a taxable event.

If you go on an unpaid leave of absence, loan repayments are not required during the first 12 months of your leave. However, the 12-month grace period will not extend the original term of your loan beyond 60 months regardless of your employment status. Interest will continue to accrue on the balance of your loan during the grace period.

Once the 12-month grace period expires or you return to active employment, whichever is earlier, loan repayments are once again due and payable and may be re-amortized to ensure your loan is fully repaid within the maximum time limits permitted. If you choose to make coupon repayments while on leave of absence, call the Benefits Center to make the necessary arrangements.

If you are absent from work due to a military leave and have an outstanding loan, your loan repayments will be suspended during the period of military leave. Upon your return, loan repayments will begin to be deducted from payroll and the payoff date will be adjusted for the military leave period as soon as administratively feasible. Also, your loan's interest rate will not exceed 6% during the period of leave, but interest will continue to accrue on the balance of your loan during military leave.

A Retired Participant, a Totally Disabled Participant, or a participant who transfers from the Company to a non-participating member of the Controlled Group, or an Excluded Unit, will be permitted to make loan repayments by check, money order or direct debit. Loan repayments will be calculated as a monthly amount and the Plan Administrator will send coupons to the participant's home address as soon as administratively possible for repayment purposes. If you do not keep your loan payments up to date, your loan will be defaulted (see above).

A surviving Spouse may repay all or a portion of any total outstanding loan balance in a single payment within sixty (60) days of a participant's death. If a surviving Spouse does not repay the entire loan within 60 days of death, the outstanding loan balance will be treated as a distribution.