

**AMENDMENT NO. 4 TO THE
IDAHO NATIONAL LABORATORY EMPLOYEE RETIREMENT PLAN
(As Amended and Restated Effective October 1, 2013)**

WHEREAS, Battelle Energy Alliance, LLC (“BEA”) and Fluor Idaho, LLC, (the foregoing entities are referred to as “Plan Sponsors”) previously adopted the Idaho National Laboratory Employee Retirement Plan (the “Plan”); and

WHEREAS, the Plan Sponsors desire to amend the Plan to: (i) increase the level of surviving spouse annuity in the case of the death of a vested Participant prior to the commencement of Plan benefits; (ii) update the definition of Highly Compensated Employee, and (iii) clarify the death benefit provisions related to Participant contributions;

WHEREAS, pursuant to Section 14.1 of the Plan, the Board of Managers, or if there is no Board of Managers, the presiding officer of each Plan Sponsor, or his or her properly authorized delegate, may amend the Plan; and

WHEREAS, the Plan Sponsors desire to amend the Plan as stated herein;

NOW, THEREFORE, BE IT RESOLVED, that the Plan, as amended and restated be further amended as follows effective as of October 1, 2018 unless otherwise provided herein:

1.

Section 2.36.3 (concerning definition of “Highly Compensated Employee”) is hereby amended effective as of October 1, 2018 by deleting the present provision and substituting the following:

“2.36.3 The determination of which Employees are Highly Compensated Employees shall be made by treating each Plan Sponsor as a separate employer, provided that all Plan Sponsors that are Affiliated Companies shall be treated as a single employer. Such determination is subject to Code Section 414(q) and any regulations, rulings, notices or revenue procedures under that section. Each Plan Sponsor may separately determine whether or not to use the “top paid group” provision in Code Section 414(q)(3) in determining whether a Participant is a Highly Compensated Employee. Effective as of the Plan Year commencing on October 1, 2018 and for subsequent Plan Years (unless changed by the Plan Sponsor), a Plan Sponsor may elect that for the determination of Highly Compensated Employees, instead of using the immediately preceding Plan Year to determine a Participant’s Compensation, the “look back period” shall be the calendar year commencing within the immediately preceding Plan Year (i.e., the calendar year that ends in the Plan Year for which the determination is being made), provided the Plan Sponsor’s election satisfies the requirements to use the calendar year period under Treasury Regulation §1.414(q)-1T and other applicable guidance. Once a Plan Sponsor elects to use the above described calendar year period rather than the immediately preceding Plan Year as the “look back period”, the election shall continue in effect for subsequent Plan Years unless changed by the Plan Sponsor and provided such change is permitted under Treasury Regulation §1.414(q)-1T or other applicable guidance. For

purposes of this Section 2.36, “compensation” means the individual’s compensation, as determined under Code Section 415(c)(3).”

2.

Section 2.60 (definition of “Qualified Preretirement Survivor Annuity”) is hereby amended effective as of October 1, 2019 by deleting the present provision and substituting the following:

“2.60 Qualified Preretirement Survivor Annuity. Qualified Preretirement Survivor Annuity” shall mean an annuity for the life of the surviving Spouse of a Participant with a Vested Interest who dies before his Benefit Commencement Date, determined as follows:

2.60.1 In the case of a Participant with a Vested Interest who dies on or after his Early Retirement Date, including death on or after the Participant’s Normal Retirement Date, an annuity, each periodic payment under which is equal to one hundred percent (100%) of the amount of each corresponding periodic payment under the annuity that would have been payable to the Participant if the Participant had retired with an immediate 100% Joint and Survivor Annuity on the day before his death.

2.60.2 In the case of a Participant with a Vested Interest who dies before his Early Retirement Date, an annuity, each periodic payment under which is equal to one hundred percent (100%) of the amount of each corresponding periodic payment under the annuity that would have been payable to the Participant if the Participant had separated from service on the date of his death, survived to his Early Retirement Date, retired with an immediate 100% Joint and Survivor Annuity at his Early Retirement Date, and died on the day after his Early Retirement Date

2.60.3 In the case of a Participant who dies prior to October 1, 2019, fifty percent (50%) shall be substituted for one hundred percent (100%) in Sections 2.60.1 and 2.60.”

3.

Section 8.1.2 concerning payment of death benefits is amended to take into account the possibility of a prior distribution of Accumulated Contributions With Interest, by deleting the present provision and substituting the following:

“8.1.2 In the case of a Participant who does not have a Spouse on the date of his death and who dies on or after October 1, 2019 and before his Benefit Commencement Date, his benefits attributable to his Accumulated Contributions With Interest, reduced for any prior distributions of such amounts as permitted in Section 9.1, shall be paid to the Participant’s Beneficiary in a lump sum distribution within five (5) years of the Participant’s death. In the case of a Participant who dies prior to October 1, 2019 and otherwise meets the requirements of the immediately preceding sentence, the amount of the death benefit owed to the Participant’s Beneficiary shall not be reduced for any prior distributions of amounts distributed to the Participant under Section 9.1.”

4.

Section 9.3 Return of Contributions on Death is hereby amended by deleting the present provision and substituting the following for Participant deaths occurring on or after October 1, 2019:

“9.3 Return of Contributions on Death.

9.3.1. In the case of a Participant who dies on or after October 1, 2019 and after his Benefit Commencement Date and with respect to whom no survivor benefits are owed (i.e., in the case of a Participant whose benefits are being paid in the form of a single life annuity, or in the case of a Participant whose benefits are being paid in the form of a Qualified Joint and Survivor Annuity and both the Participant and Spouse are deceased), the amount of such Participant’s Accumulated Contributions With Interest, reduced by the total amount of retirement benefits that have been paid to the Participant (and Spouse if paid in the form of a Qualified Joint and Survivor Annuity), shall be paid in a lump sum to the Participant’s Beneficiary or the Spouse’s Beneficiary if the benefits were being paid in the form of a Qualified Joint and Survivor Annuity and the Participant predeceases the Spouse.

In the case of a Participant whose benefits are being paid in a single life annuity (as provided in Article 7.) and who dies prior to October 1, 2019, upon such Participant’s death after his Benefit Commencement Date, the amount of his Accumulated Contributions With Interest, reduced by the total amount of retirement benefits paid to him, shall be paid to his Beneficiary in a lump sum. In the case of a Participant whose benefits are being paid in the form of a Joint and Survivor Annuity (under Article 7.) and who dies prior to October 1, 2019, upon the death of both the Participant and his Spouse after the Benefit Commencement Date, the amount of the Participant’s Accumulated Contributions With Interest, reduced by the total amount of the Participant-Derived Benefit paid to the Participant and his Spouse, shall be paid to the Participant’s Beneficiary or the Spouse’s Beneficiary, if applicable, in a lump sum.

9.3.2. In the case of a Participant who dies on or after October 1, 2019 and prior to his Benefit Commencement Date, the amount of his Accumulated Contributions With Interest, reduced for any prior distribution of such amounts as permitted in Section 9.1., shall be paid to the Participant’s Beneficiary in a lump sum distribution within five (5) years of the Participant’s death. In the case of a Participant who dies prior to October 1, 2019 and otherwise satisfies the requirements of the immediately preceding sentence, the amount of the death benefit owed to the Participant’s Beneficiary shall not be reduced for any prior distributions of amounts distributed to the Participant under Section 9.1.”

5.

Except as herein amended, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each Plan Sponsor has caused this Amendment No. 4 to be executed by its duly authorized officer the dates provided below.

BATTELLE ENERGY ALLIANCE, LLC

By: Mark T. Peters
Name: Mark T. Peters
Title: President and Lab Director
Date: 10/14/2019

FLUOR IDAHO, LLC

By: Frederick P. Hughes
Name: FREDERICK P. HUGHES
Title: PRESIDENT & PGRM MGR
Date: 10/14/19