

**AMENDMENT NO. 4 TO THE  
IDAHO NATIONAL LABORATORY EMPLOYEE INVESTMENT PLAN**

**(AS AMENDED AND RESTATED EFFECTIVE AS OF OCTOBER 1, 2013)**

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

**WHEREAS**, pursuant to Section 13.01 of the Plan, the Plan Sponsors, acting through their respective Boards of Managers, or their authorized delegates, may amend the Plan; and

**WHEREAS**, the Plan Sponsors desire to amend the Plan to: (i) permit a Plan Sponsor to change the look back period to determine highly compensated employees to the calendar year, (ii) add automatic enrollment provisions for newly hired and rehired eligible employees, and (iii) provide for changes in hardship withdrawals in accordance with the Bipartisan Budget Act of 2018, all as provided herein;

**NOW, THEREFORE, BE IT RESOLVED**, the Plan is hereby amended as follows:

1.

Section 2.36(b) (definition of Highly Compensated Employee) is hereby amended by adding the following at the end of the current provision to allow a Plan Sponsor to change the look back period to the calendar year from the Plan Year:

“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 provided such change is permitted under Treasury Regulation §1.414(q)-1T or other applicable guidance.”

2.

ARTICLE 3 ELIGIBILITY AND PARTICIPATION is hereby amended to add the following new Section 3.01A regarding automatic enrollment of newly hired and rehired Eligible Employees as follows:

“3.01A Automatic Enrollment for New Hires and Rehires of Eligible Employees Effective as of October 1, 2019.

Notwithstanding the foregoing provisions in Section 3.01 or Article 4, the Plan shall include an automatic enrollment feature with respect to Participant 401(k) Deferrals for each Eligible Employee who commences or recommences employment on or after October 1, 2019. Unless such Eligible Employee affirmatively declines to make contributions to the Plan under procedures established by the Plan Administrator, an Eligible Employee who: (i) commences or recommences employment on or after October 1, 2019, and (ii) does not make an election to participate in Participant 401(k) Deferrals, Participant Roth 401(k) Contributions, or Participant After-Tax Contributions shall be enrolled automatically in Participant 401(k) Deferrals at the rate of three percent (3%) of Earnings. Unless the Participant elects otherwise, such percentage shall increase by one (1) percentage point per year effective on each annual anniversary of the Participant's automatic enrollment until the contribution rate is six percent (6%) of Earnings. The automatic Participant 401(k) Deferrals under this Section 3.01A shall be deemed to have been made pursuant to a salary reduction agreement with the Plan Sponsor and shall continue in effect until changed or terminated by the Participant in accordance with procedures established by the Plan Administrator. The Participant 401(k) Deferrals made pursuant to this Section 3.01A shall be considered in all other respects the same as if such contributions had been made by the affirmative election of the Participant.

Such automatic Participant 401(k) Deferrals shall be invested in the qualified default investment arrangement designated by the Plan Investment Committee applicable to such Participant until such time as the Participant affirmatively elects to direct the investment of his or her Account in accordance with procedures established by the Plan Administrator.”

3.

ARTICLE 9 IN-SERVICE WITHDRAWALS is hereby amended to add the following new Section 9.02A regarding changes in hardship withdrawal requirements and administration as follows:

“9.02A Hardship Withdrawal Provisions Effective as of October 1, 2019.

Notwithstanding the foregoing provisions in Section 9.02 concerning hardship withdrawals, effective for hardship withdrawals processed on or after October 1, 2019 (except as otherwise provided herein), this Section 9.02A (rather than Section 9.02) shall apply to the requirements and administration of hardship withdrawals.

As used in this Section 9.02A, a “primary Beneficiary” is an individual who is named as the Participant's Plan Beneficiary in accordance with Section 8.06 and has an unconditional right, upon the death of the Participant, to all or a portion of the Participant's interest in the Plan.

Subject to paragraphs (b)(i) through (viii) below, a Participant who has not yet reached age fifty-nine and one-half (59-1/2) may request a hardship withdrawal by submitting a request to the Plan Administrator at the time and in the form determined by the Plan Administrator. Any reference to the Plan Administrator in this Section 9.02A shall include its authorized delegate in the case of ministerial activities. A Participant's request for a hardship withdrawal shall include evidence deemed necessary by the Plan Administrator. Such hardship withdrawal request must

be made under procedures established by the Plan Administrator, subject to the following terms and conditions:

- (a) A Participant may withdraw any portion of the amount attributable to his or her Participant 401(k) Deferrals or Participant Roth 401(k) Contributions, including earnings thereon, subject to the limitations in this Section 9.02A;
- (b) A hardship withdrawal may be made only on account of one of the following immediate and heavy financial needs of a Participant:
  - (i) Expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d), determined without regard to the limitations in Code section 213(a) (relating to the applicable percentage of adjusted gross income and the recipients of the medical care), provided that, if the recipient of the medical care is not listed in Code section 213(a), the recipient is the Participant's primary Beneficiary under the Plan as designated in accordance with Section 8.06;
  - (ii) Costs directly related to the purchase of the principal residence of the Participant (excluding mortgage payments);
  - (iii) Payment of up to the next twelve (12) months of post-secondary tuition, related educational fees, and room and board expenses for the Participant, the Participant's Spouse, the Participant's child or dependent (as defined in Code section 152 without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B)), or the Participant's primary Beneficiary under the Plan as designated in accordance with Section 8.06;
  - (iv) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or prevention of the foreclosure on the mortgage on the Participant's principal residence;
  - (v) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, child or dependent (as defined in Code section 152, without regard to Code section 152(d)(1)(B)), or the Participant's deceased primary Beneficiary under the Plan as designated in accordance with Section 8.06;
  - (vi) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to Code section 165(h) and whether the loss exceeds ten percent (10%) of adjusted gross income); or
  - (vii) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Participant's principal residence or principal place of employment at the time of the disaster was

located in an area designated by FEMA for individual assistance with respect to the disaster.

- (c) The amount of a hardship withdrawal may not exceed the amount necessary to satisfy the immediate and heavy financial need of the Participant. For this purpose, a distribution is not necessary to the extent the need may be satisfied from a withdrawal or distribution of eligible amounts from this Plan or any other plan (including a nonqualified deferred compensation plan) maintained by the Employer. A Participant shall not be required to discontinue his or her elective deferrals or other contributions to the Plan or any other plan maintained by the Employer as a condition of making a hardship withdrawal on or after October 1, 2019. However, effective for hardship withdrawals on or after October 1, 2019, the Participant must represent in writing to the Plan Administrator that he or she has insufficient cash or other liquid assets to satisfy the financial need in order to qualify for a hardship withdrawal, and the Plan Administrator shall be entitled to rely on such representation unless the Plan Administrator has actual knowledge to the contrary.
- (d) In accordance with rules and procedures the Plan Administrator may establish, the amount of a hardship withdrawal may include the amount necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.
- (e) The amount to fund the withdrawal will be withdrawn from the Participant's eligible Plan accounts as described herein and in applicable Plan procedures, and may take into account the investment funds in which the withdrawn amounts are invested.
- (f) If a Participant made a hardship withdrawal prior to October 1, 2019, and has had his or her contributions suspended for six (6) months under Section 9.02(d), such Participant may resume contributions to the Plan as of the first pay period commencing on or after October 1, 2019, if the Participant's contributions are still being suspended as of October 1, 2019, in accordance with Section 9.02(d). A Participant shall be deemed to have elected to recommence such suspended contributions as of the first pay period commencing on or after October 1, 2019, unless the Participant elects to continue such suspended contributions in accordance with procedures established by the Plan Administrator.
- (g) A Participant shall not be required to take a Plan loan prior to taking a hardship withdrawal.
- (h) A Participant may not make more than three (3) hardship withdrawals in any calendar year."

4.

Except as herein amended, 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.

**FLUOR IDAHO, LLC**

By: Frederick P. Hughes  
Name: FREDERICK P. HUGHES  
Title: PRESIDENT  
Date: 5/22/19

**BATTELLE ENERGY ALLIANCE, LLC**

By: Mark T. Peters  
Name: Mark T. Peters  
Title: Laboratory Director  
Date: May 20, 2019