

**AMENDMENT NO. 5 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 add an automatic conversion of Participant After-Tax Contributions to Participant In-Plan Roth After-Tax Rollover Contributions upon an election by a Participant, and to revise provisions related to in-service non-hardship withdrawals and the suspension of Company Matching Contributions associated with certain non-hardship withdrawals, all as provided herein;

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

1.

Section 2.01 (definition of Accounts) is hereby amended to add Participant In-Plan Roth After-Tax Rollover Contributions Accounts effective as of January 1, 2020 by adding the following at the end of the current provision:

“Effective as of January 1, 2020, Participant In-Plan Roth After-Tax Rollover Contributions Accounts shall be included in the definition of ‘Accounts’”.

2.

ARTICLE 2 DEFINITIONS is hereby amended effective as of January 1, 2020 to add the following new Sections 2.47A and 2.47B for Participant In-Plan Roth After-Tax Rollover Contributions:

“2.47A. ‘Participant In-Plan Roth After-Tax Rollover Contributions’ means a Participant’s Participant After-Tax Contributions to the Plan which, upon the election of the Participant, are automatically transferred to the Participant’s Participant In-Plan Roth After-Tax Rollover Contributions Account as soon as the contributions are made to the Plan (and before any earnings are credited to them). Participant In-Plan Roth After-Tax Rollover Contributions shall not be subject to limitations on amounts that may be contributed and rolled over within the Plan as permitted in accordance with Code section 402A(c)(3)(B).

2.47B. ‘Participant In-Plan Roth After-Tax Rollover Contributions Account’ means that portion of the Participant’s Plan Account that represents Participant After-Tax Contributions which, upon the election of the Participant, are automatically

transferred to such Account as Participant In-Plan Roth After-Tax Rollover Contributions.”

3.

Article 4 PARTICIPANT CONTRIBUTIONS TO THE PLAN is hereby amended effective as of January 1, 2020 to add the following new Section 4.01A to provide for the automatic in-Plan rollover of Participant After-Tax Contributions to the Participant In-Plan Roth After-Tax Rollover Contributions Account upon the election of the Participant:

“4.01A Automatic In-Plan Roth Rollover of Participant After-Tax Contributions. Effective as of January 1, 2020, if a Participant has elected to make Participant After-Tax Contributions under Section 4.01 or the automatic conversion provisions in Section 4.03(d) of Participant 401(k) Deferrals or Participant Roth 401(k) Contributions to Participant After-Tax Contributions, such Participant may elect that such After-Tax Contributions shall be transferred automatically to the Participant’s Participant In-Plan Roth After-Tax Rollover Contributions Account as soon as such Participant After-Tax Contributions are made until such time as the Participant elects to have such amounts remain as Participant After-Tax Contributions in accordance with procedures adopted by the Plan Administrator. The automatic transfer of Participant After-Tax Contributions to the Participant’s Participant In-Plan Roth After-Tax Rollover Contributions Account as elected by the Participant shall not require the consent of the Participant’s Spouse. Once the transfer is made, the amounts may not thereafter be reclassified as Participant After-Tax Contributions. Effective as of January 1, 2020, any reference in the Plan to “Account” or “Participant After-Tax Contributions Account” shall be deemed to also include a reference to the Participant In-Plan Roth After-Tax Contributions Account unless otherwise provided.

Amounts in the Participant In-Plan Roth After-Tax Rollover Contributions Account shall be treated the same as Participant After-Tax Contributions for purposes of the withdrawal provisions in Article 9, the loan provisions in Article 10 and the payment of benefits in Article 11. Amounts in the Participant In-Plan Roth After-Tax Rollover Contributions Account shall be invested according to the Participant’s investment directions in Section 6.03.

Amounts contributed as Participant After-Tax Contributions which, upon the election of the Participant, are automatically transferred to the Participant In-Plan Roth After-Tax Contributions Account shall be subject to the limitations on contributions in Section 5.02 for Highly Compensated Employees and the limitations on contributions in Article 17. Neither the mandatory tax withholding applicable to an ‘eligible rollover distribution’ nor voluntary withholding shall apply to an amount transferred to a Participant In-Plan Roth After-Tax Rollover Contributions Account.”

4.

Section 6.02 (Participant Accounts) is hereby amended effective as of January 1, 2020 to add the following new Section 6.02(j):

“(j) A Participant In-Plan Roth After-Tax Rollover Contributions Account for Participant After-Tax Contributions which, upon the election of the Participant, are

automatically transferred to the Participant In-Plan Roth After-Tax Rollover Contributions Account under Section 4.01A.”

5.

Section 9.01(e) is hereby amended effective as of January 1, 2020 to permit in-service withdrawals of amounts in the Participant Roth 401(k) Rollover Contributions Account and Participant Rollover Contributions Account without a suspension of Company Matching Contributions and to add the Participant In-Plan Roth After-Tax Rollover Contributions Account to the list of Accounts that are subject to a three month suspension of Company Matching Contributions if an in-service non-hardship withdrawal is taken from such account so that Section 9.01(e) shall read as follows:

(e) The required period of Plan participation in Section 9.01(a) concerning withdrawals of Company Matching Contributions shall not apply to periods prior to May 1, 2014. In accordance with the schedule below, the Company Matching Contributions on behalf of a Participant who makes a non-hardship withdrawal under this Section 9.01 of amounts from the Accounts listed below will be suspended for a period lasting from three to six (6) months, based on the type of funds withdrawn, unless the Participant is at least age fifty-nine and one-half (59½) when he or she makes the withdrawal. If the Participant makes a non-hardship withdrawal from more than one Account and one type of Account is subject to a three month suspension and the other Account is subject to a six month suspension, the Participant’s suspension period for Company Matching Contributions shall be six months. A withdrawal of amounts from a Participant Roth 401(k) Rollover Account or a Participant Rollover Account shall not be subject to a period of suspension of Company Matching Contributions, even if the withdrawal is made at the same time as another withdrawal that is subject to a suspension period. A Participant may continue his or her Participant After-Tax Contributions, Participant In-Plan Roth After-Tax Rollover Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions during the suspension period for Company Matching Contributions. Company Profit Sharing Contributions will not be suspended on account of a withdrawal pursuant to this Section 9.01.

<p>Type of Funds Withdrawn</p>	<p>Period of Suspension of Company Matching Contributions (If Withdrawal is Before Age 59½ and Not Due to Hardship)</p>
<p>Participant After-Tax Contributions Participant In-Plan Roth After-Tax Rollover Contributions</p>	<p>3 months</p>
<p>Company Matching Contributions</p>	<p>6 months</p>

6.

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

IN WITNESS WHEREOF, each Plan Sponsor has caused this Amendment No. 5 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: Laboratory Director & LLC President

Date: 11/15/2019

FLUOR IDAHO, LLC

By: Frederick P. Hughes

Name: FREDERICK P. HUGHES

Title: PRESIDENT & PERM MGR

Date: 11/20/19