

SUMMARY PLAN DESCRIPTION

for the

Idaho National Laboratory Employee Retirement Plan

Plan #002

As of June 1, 2016



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Note: This plan was closed to new employees in 2005. Employees hired or rehired after certain dates in 2005 are not eligible to participate in this plan. Instead, employees hired after those dates receive an enhanced benefit under the Idaho National Laboratory Employee Investment Plan.

RETIREMENT PLAN

Purpose of the Plan. The Idaho National Laboratory Employee Retirement Plan, called the "**Plan**" in this summary, is a multiple employer pension plan which provides you with retirement income in addition to your Social Security benefits. The Plan may also provide survivor benefits for your spouse when you die.

Company. The Plan is separate from the Company. The term "Company" refers to any one of the companies that sponsors or has adopted the Plan (a "**Plan Sponsor**"). Battelle Energy Alliance, LLC ("**BEA**") and Fluor Idaho, LLC (Fluor Idaho) are both Plan Sponsors. Some actions can be taken only by Plan Sponsors, such as amending or terminating the Plan.

Plan Administrator. The Plan Administrator and the named fiduciary is the Idaho National Laboratory Plan Administration Committee (the "**Plan Administration Committee**"). This is so regardless of which Company is your employer. The Plan Administration Committee delegated certain of its administrative responsibilities and authority to BEA under an Administrative Services Agreement. **BEA Benefits** is the office that performs these administrative functions. BEA Benefits answers questions and makes decisions with respect to the Plan, such as interpreting the Plan's provisions and applying those provisions to various situations. This includes:

- making an initial determination whether claims for benefits are covered in accordance with the terms of the Plan,
- determining the amount of benefit including factors such as service and earnings that are used to determine the benefit amount,
- reviewing and approving domestic relations orders dividing up a Participant's benefits (e.g., Qualified Domestic Relations Orders – QDROs), and
- determining whether surviving spouse benefits are owed.

You can contact BEA Benefits about these and any other Plan matters by e-mailing BEAbenefits@inl.gov, faxing your question to 208-526-5504 or calling 208-526-5500.

Oversight Committees. There are three committees that oversee the Plan's operation, administration and investment of Plan assets. The committees are the Plan Operations Committee, the Plan Investment Committee and the Plan Administration Committee.

The Idaho National Laboratory Plan Operations Committee (the "**Operations Committee**") is responsible for monitoring the Plan's policies and procedures. The Operations Committee is also responsible for forming subcommittees and task forces that recommend changes to the Plan.

The Idaho National Laboratory Plan Investment Committee (the "**Investment Committee**") is responsible for choosing the Trustee and other service providers, and selects and monitors the investment managers who invest the Plan's assets which are held in the Plan's trust.

The Plan Administration Committee is responsible for reviewing the actual day to day operations of the Plan and for deciding final appeals of benefit determinations.

About This Summary. This document is a "**Summary Plan Description**" as required under the Employee Retirement Income Security Act of 1974 ("ERISA") and is only a summary of the main provisions of the Plan as in effect on October 1, 2016. If you retired or terminated from the Company before that date, your benefits are generally governed by the provisions of the Plan in effect at the time of your retirement or termination.

This summary is not the governing Plan document; if the terms of this Summary Plan Description conflict with the terms of the Plan document, the terms of the Plan document will control. You may read or obtain a copy of the Plan document by contacting BEA Benefits. No one speaking on behalf of the Plan, a Plan fiduciary or the Company can alter the terms of the Plan document.

This Summary Plan Description is intended to give you a general understanding of the Plan. Please review the entire summary because if you take parts of it out of context, you may develop a misunderstanding of the Plan. More importantly, the Plan is detailed and not every rule that may apply to you can be summarized here. This summary applies to general situations and not necessarily to individual Participant circumstances. This summary is updated periodically, but it may not always reflect all of the current rules and recent amendments or changes in law applicable to the Plan. Therefore, before you finalize your decisions concerning retirement benefits, please contact BEA Benefits to be sure that you are aware of any changes and have your questions about the Plan answered.

Important Terms. Throughout this Summary Plan Description, words and terms that are capitalized have special meanings. The meanings of these words and terms are generally in the section first discussing the word or term. In some sections, you will find a list at the end of the section describing words and terms used in that section.

Administrative Expenses. Administrative expenses are generally paid from Plan assets and earnings, as permitted by law. These expenses include trustee fees, fees paid to administrative service providers such as auditors, actuaries and attorneys, and the cost for Company employees who provide services to the Plan. Investment and related expenses are paid from the assets of the Plan trust.

HIGHLIGHTS OF THE PLAN

Retirement Ages. The Plan's normal retirement age is age 65. If you retire from the Company at age 65, you can receive full benefits from the Plan. Early retirement from the Company with unreduced benefits may start as early as age 62. Early retirement from the Company with reduced benefits may start before age 62 if you meet certain requirements. Late retirement occurs when you retire, if you continue working for the Company after reaching age 65.

Vesting. You become fully "vested" in your retirement benefit (that is the benefit cannot be forfeited) after you complete five years of Vesting Service (described under "Counting Your Length of Service") or if you are an employee of the Company on your 65th birthday regardless of your years of Vesting Service. You also become fully vested if you terminate employment with the Company due to disability as defined in the Plan. If you made contributions to the Plan when such contributions were required (prior to January 1, 2003), you are always vested in these contributions plus interest credited in accordance with the terms of the Plan.

Retirement Benefits. Benefits are calculated using the Plan's formula(s). Generally, benefit amounts are based on your Earnings (described under "Calculating Your Retirement Benefit") while you are a Participant and your years of participation in the Plan as further described in this summary and the Plan.

Forms of Benefit Payments. Retirement benefits are payable monthly for your lifetime if you are not married when benefits start. If you are married, a lesser monthly amount is payable for your lifetime, with a provision that after your death, certain benefits continue to your surviving spouse (unless you elect otherwise with your spouse's consent). Under certain circumstances, the present value of all or part of your vested retirement benefit may be paid in a lump sum payment. Optional forms of benefit payments may be chosen only before benefits start. Once you begin benefit payments, you may not change the form of payment.

PARTICIPATION

Eligibility.

Unless you are an Excluded Employee, you are eligible to participate in the Plan and accrue Credited Service (described under "Credited Service") under the Plan for current service (i.e., to actively accrue service) if:

- (A) you are a Regular Employee or Special Employee of the Company performing Covered Service;
- (B) you:
 - (1) were not hired by BEA on or after February 1, 2005 (unless you were actively accruing Credited Service at the time); or
 - (2) were not hired by Fluor Idaho on or after June 1, 2016 (unless you were actively accruing Credited Service at the time); or
 - (3) are hired by a Plan Sponsor in a Plan Sponsor Transfer (described under "Termination of Employment") on or after the dates in (B)(1) or (B)(2) above and were actively accruing Credited Service (described under "Credited Service") under the Plan on your transfer date; **and**
- (C) you make any required employee contributions to the Plan.

You are an **Excluded Employee** if:

- (A) you are not employed in Covered Service; or
- (B) you:
 - (1) did not experience a Plan Sponsor Transfer (described under "Termination of Employment") and were hired or rehired by BEA on or after February 1, 2005; or
 - (2) did not experience a Plan Sponsor Transfer (described under "Termination of Employment") and were hired or rehired by Fluor Idaho on or after June 1, 2016; or
- (C) your terms and conditions of employment with the Company are covered by a collective bargaining agreement (unless such agreement provides for your participation in the Plan); or
- (D) you are not a common-law employee of the Company as shown on the Company's records; for example, you are a leased employee, employed by a temporary staffing agency or are an independent contractor, regardless of whether you are later reclassified as a common law employee of the Company.

The following terms are important terms used in the description of your eligibility to participate in the Plan:

Covered Service is employment with the Company while it is a U.S. Department of Energy contractor at Idaho National Laboratory if you are performing service within a job classification covered by the Company's contract with the Department of Energy.

Regular Full-Time Employee ("Regular Employee"). You are a Regular Employee under the Plan if you are normally scheduled to work full time, and you are classified as a Regular Full-Time Employee on the Company's records.

Regular Part-Time or Temporary Employee ("Special Employee"). You are a Special Employee under the Plan if you are hired for a specified period of time or on a part-time basis and are classified as a Regular Part-Time or Temporary Employee on the Company's records.

Highly Compensated Employee ("HCE") is generally any employee who: (1) was a 5% owner at any time during the Plan Year or the preceding Plan Year, or (2) for the preceding Plan Year, had compensation from the Company in excess of \$120,000. The \$120,000 amount is adjusted by the Internal Revenue Service from time to time.

Commencement of Plan Participation. The Plan was closed to new Participants early in 2005. Thus, no employees hired since then are eligible to commence participation in the Plan.

The **Plan Year** is from October 1 to September 30. If you are a Participant, you are credited with an hour of service for each hour you are paid or entitled to payment and for certain unpaid

absences, such as during maternity, paternity or certain military leave. The Plan contains detailed rules on crediting hours of service and the impact of a break in service. Contact BEA Benefits if you have questions about your credited hours of service.

Continued Participation Once you become a Participant, your eligibility to participate continues while you remain an employee of the Company and perform Covered Service, even if you work less than 1,000 hours in future years.

Frozen Benefit for Certain Former ITG/BBWI Employees If you were an HCE working for Bechtel BWXT Idaho, LLC ("BBWI") in Covered Service on June 30, 2009, your benefits accruing under the Plan were frozen on that date. If you became an HCE who works for BBWI or Idaho Treatment Group, LLC ("ITG") after June 30, 2009, your benefits accruing under the Plan were frozen at the beginning of the plan year following the year you became an HCE. Any benefits that you accrue prior to the freeze of your benefits were not reduced as a result of the freeze, but your benefits will not increase after the freeze.

If you were an HCE working for BEA or CH2M♦WG Idaho, LLC ("CWI") in Covered Service after June 30, 2009 and transfer to ITG/BBWI, your accrued benefit will be frozen as of the date of your transfer.

If your benefit is frozen under these provisions, your benefit accruals will not resume should you subsequently transfer to BEA, CWI or Fluor Idaho, even if you are not an HCE of your new employer.

Termination of Employment Once you terminate employment with the Company, you will not be eligible to re-enter the Plan and accrue additional benefits. However, if at the time you terminate employment you are accruing Plan benefits, and you are immediately employed by another Company in Covered Service (a "**Plan Sponsor Transfer**"), you will continue to participate in the Plan during your employment in Covered Service with the other Plan Sponsor.

The preceding paragraph notwithstanding, a BEA or CWI HCE who experienced a Plan Sponsor Transfer to ITG/BBWI on or after July 1, 2009 will not accrue any additional benefit under the Plan during his or her subsequent employment with ITG/BBWI or Fluor Idaho.

FUNDING THE PLAN

To participate in the Plan prior to January 1, 2003, some Participants were required to make contributions to help fund the Plan. Those contributions remain in the Plan until they are distributed. Effective January 1, 2003, the Company pays the full cost of the Plan. Each year, an independent enrolled actuary makes an evaluation of the Plan's financial status and recommends the amount of Company contributions necessary to keep the Plan funded in accordance with applicable law.

All contributions by Participants and the Company to the Plan are deposited in a separate trust fund held by an independent Trustee. All benefits under the Plan are paid exclusively from the assets held in that trust fund. The Company does not pay benefits from its general assets. Under the terms of the Plan, the money in the trust fund must be used to provide benefits for Plan

Participants and to pay Plan expenses. If the Plan were terminated and trust assets exceeded accrued Plan benefits liabilities, surplus assets could be returned to the U.S. Department of Energy which reimbursed the Company for its contributions to the Plan.

COUNTING YOUR LENGTH OF SERVICE

Overview of Service. Your service with the Company (and certain other employers) is counted for several purposes under the Plan:

Eligibility Service is used to determine whether Special Employees have completed a year of service (12 consecutive months with 1,000 hours of service). See the above discussion of eligibility service requirements for Special Employees under "Participation."

Vesting Service is counted to determine your vesting (that is when your benefit is not forfeitable) and eligibility for certain early retirement benefits.

Credited Service is used to determine the amount of your retirement benefit.

Service for Plan purposes is generally calculated under the version of the Plan in effect when the service was performed. The calculation of service under the Plan is complex and not every rule that may apply to you can be described here. If you have any questions about how service is calculated in your particular situation, please contact BEA Benefits.

VESTING SERVICE

Your Vesting Service starts with the date you are hired by the Company, and ends on the earliest of your employment termination date, your retirement date, or the date of your death. In addition, you may receive credit for Vesting Service for certain absences, and/or for certain other service, as described below.

Bridging Vesting Service. Certain gaps or "breaks in your service" may be included as part of your Vesting Service. For example, if you terminate employment and are re-hired within 12 months, that break period is included as part of your Vesting Service. If you are laid off, and you come back to work within 24 months, up to 12 months of that layoff is included in your years of Vesting Service. If you are on a leave of absence, generally up to 12 months of that leave can be included in your years of Vesting Service, provided you return to work in accordance with the Company's leave of absence policies.

Credit for Service with Plan Sponsor Owners and Controlled Group Members. Subject to break in service rules, you will receive Eligibility Service and Vesting Service credit for service with Plan Sponsor Owners and their Controlled Group Members if you transfer employment directly from a Plan Sponsor Owner or Controlled Group Member to a Plan Sponsor in a Corporate Transfer. However, such service will not count as Credited Service for Plan benefit accruals.

Corporate Transfer. A "Corporate Transfer" is a transfer of employment directly from one of the following types of entities which is not a Plan Sponsor to a Plan Sponsor without any interruption of employment:

- (A) any entity that has a direct ownership interest in BEA or Fluor Idaho (a "Plan Sponsor Owner"); and
- (B) any entity that is the same tax controlled group of a Plan Sponsor Owner (a "Controlled Group Member").

The following are current Plan Sponsor Owners:

BEA is wholly owned by Battelle Memorial Institute.

Fluor Idaho is owned by Fluor Corporation.

Prior Service with Other Organizations. In addition to Vesting Service credit for employment with Plan Sponsor Owners and Controlled Group Members, your Vesting Service includes service with predecessors to the current Plan Sponsors and their related entities, as determined by the Plan Administration Committee. Examples are Bechtel Group, Inc., Babcock & Wilcox Company, Coleman Research Corporation, Parsons Engineering Science, Inc., and Waste Management Federal Services of Idaho. The Plan may also recognize certain other prior service with DOE-ID contractors or subcontractors, as determined by the Plan Administration Committee. However, such service will not count as Credited Service for Plan benefit accruals.

Your prior service, or service with a related company, can be recognized by the Plan only if you inform BEA Benefits of that service. You can request a list of companies for which service is recognized by the Plan as Vesting Service by contacting BEA Benefits.

You Can Lose Vesting Service. If you are not vested when your employment terminates (that is, you have fewer than five years of Vesting Service), and you are gone for longer than five years, you lose your prior Vesting Service.

CREDITED SERVICE

As stated above, Credited Service is the service that is used to determine the amount of your retirement benefit. You only accrue Credited Service while you are an employee of the Company while it is a DOE-ID Contractor, employed in Covered Service, and a Participant in the Plan. You may also be eligible to earn Credited Service while you are on long-term disability from the Company. Your Credited Service does not generally include any period while you are on a leave of absence or on layoff. However, it includes military service if you left employment with the Company to go into military service, have reemployment rights under federal law, and are reemployed as provided under federal law.

Credited Service does not include any period when you were required to contribute to the Plan, but you did not make the required contributions. Employee contributions to the Plan were

required only before January 1, 2003. LTD Participants (described under "Benefits If you Become Disabled") were not required to make contributions.

When You Can Lose Credited Service. You can lose your prior Credited Service:

- if you did not have five years of Vesting Service, for any period of participation for which you elected to receive a distribution of only your accumulated contributions, plus interest, unless you are rehired within five years (described under "Payment of Employee Contributions");
- if you did not have five years of Vesting Service and you were never required to make employee contributions, for any period of participation unless you are rehired within five years;
- if you had five years of Vesting Service, for any period of participation for which you were required to take a distribution of your vested retirement benefit not over \$5,000 (\$3,500 prior to October 1, 2006);
- if you had five years of Vesting Service, for any period of participation for which you elected to receive a lump sum payment of your vested retirement benefit.

LEAVE OF ABSENCE OR LAYOFF

Leave of Absence. The impact of a leave of absence which is authorized by the Company on your retirement benefits depends upon the type of leave, as follows:

Regardless of whether the absence is paid or unpaid leave, if you do not terminate employment during a Company authorized leave of absence, and if your leave of absence is treated by the Company as a period of Covered Service or "contiguous non-covered service" (i.e., service in a position that is not Covered Service but immediately precedes or follows employment with the Company in Covered Service) you will have the period of absence counted as Vesting Service with the Company. The period will also count as Credited Service if you were in Covered Service when the leave started.

If you terminate employment during the leave, you will receive Vesting Service and Credited Service up to the time you terminate employment if the leave lasts less than one year.

If you are reemployed following a termination of employment, you will not be able to re-enter the Plan as an active Participant and accrue additional Credited Service.

Military Leave Participants will receive Vesting Service credit and Credited Service based on uniformed services reemployment rights as established by federal law.

Layoff. You may earn up to one year of Vesting Service during a layoff which results in your employment termination. If you become age 55 (and are/become fully vested) during this one-year period, you may start receiving a subsidized early retirement benefit (described under

"Early Retirement") even though you did not actually retire when your employment terminated with the Company. You will not earn Credited Service during a layoff.

CALCULATING YOUR RETIREMENT BENEFIT

If you were hired on or after September 1, 1980, your monthly retirement benefit is determined by calculating what your benefit would be under two different formulas, and paying you the higher benefit amount.

The benefit amount is calculated as a single life annuity payable beginning at age 65. If your benefit is paid in a different form or at a different time, the monthly amount will be adjusted.

Your benefit is the greater of the amount under Formula 1 and Formula 2 (either, a "Post September 1, 1980 Formula") below:

Formula 1 - Monthly Retirement Benefit at 65 as a single life annuity =						
1%	x	Annualized Final Three-Year Average Earnings up to Social Security Covered Compensation	x	Years of Credited Service	x	1/12

PLUS (+)

1.8%	x	Annualized Final Three-Year Average Earnings above Social Security Covered Compensation	x	Years of Credited Service	x	1/12
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OR

Formula 2 - Monthly Retirement Benefit at 65 as a single life annuity =						
1.2%	x	Annualized Final Three-Year Average Earnings	x	Years of Credited Service	x	1/12

If you were a Participant prior to September 1, 1980, your monthly benefit will also be calculated under the "Pre-September 1, 1980" (A) and (B) formulas below (either, a "Pre-September 1, 1980 Formula") and you will receive the largest benefit resulting from all applicable formulas. The two Pre-September 1, 1980 Formulas are:

(A) The sum of (1) and (2) below:

- (1) For service prior to 09/01/1975:

The larger of (a) or (b) below:

- (a) cumulative monthly benefits earned under Prior Plans, or

- (b) 1% of first \$550 of the Participant's 09/01/1975 monthly Earnings, plus 1.8% of the excess of such Earnings, times Credited Service prior to 09/01/1975.

- (2) For each month of service on and after 09/01/1975:

1.12% of first \$550 of the Participant's monthly Earnings, plus 2.4% of the excess of such Earnings.

- (B) 0.7% of Annualized Final Five-Year Average Earnings, plus 0.8% of Annualized Final Five-Year Average Earnings in excess of \$6,600, times Credited Service, times 1/12.

The following terms are important terms used in the description of how to calculate your retirement benefit:

Earnings, if you are a Regular Employee (described under "Participation"), means your regular monthly base pay, not including shift differentials, cost-of-living adjustments, bonus, premium pay, overtime, personal leave cashouts, severance or termination pay, lump sum amounts (onetime payment for paid time off or in connection with a reduction in force), or retroactive pay adjustments, except as provided by a collective bargaining agreement. If you are a Special Employee (described under "Participation"), Earnings means your pay that is subject to federal income tax withholding and reportable to the IRS on your W-2 form, not including severance pay, termination pay, or payments for paid time off or any special payment in connection with a reduction in force.

Earnings **include** money you contribute to the Employee Investment Plan, or other pre-tax salary deferrals to other Company health and welfare plans and flexible spending account(s). Your earnings are computed before any deductions you authorize or which are required by law to be withheld from your pay. Earnings **exclude** any payments by the Company on your behalf under any benefit plan. The federal government imposes maximum limits on the amount of earnings which can be used to calculate your benefits. For the Plan Year beginning October 1, 2016, the maximum limit is \$265,000. For the Plan Year beginning October 1, 2017, the limit is \$270,000. You should contact BEA Benefits if you want to know if your Plan benefit is affected by these limits.

Annualized Final Five-Year Average Earnings means the annualized average of your Earnings for the 60 consecutive months (out of the last 120 months of your employment with the Company) in which your earnings are the highest.

Annualized Final Three-Year Average Earnings means the annualized average of your Earnings for the 36 consecutive months (out of the last 60 months of your employment with the Company) in which your earnings are the highest.

Social Security Covered Compensation is the average of the maximum Social Security wage base amounts over the 35 years preceding your normal retirement date. It is calculated and published by the Internal Revenue Service and changes each year as the Social Security wage base changes. It is determined by your year of birth and is calculated in the year you retire or otherwise end employment. Sample average covered compensation amounts are available from BEA Benefits.

Prior Plans means any plan to which the Plan is a successor.

Social Security Wage Base is the maximum amount of annual earnings on which you and the Company must pay Social Security (Old Age Survivors and Disability Insurance) taxes. This base is set each year by the Social Security Administration.

Credit for Earnings with Plan Sponsors and Other Organizations. To determine the benefit under the Pre-September 1, 1980 Formula "(A)", only Earnings from a Plan Sponsor before September 1, 1980 are considered in the formula.

To determine the benefit under the Pre-September 1, 1980 Formula "(B)", only Earnings from a Plan Sponsor earned during the period of time described in the definition of Annualized Five-Year Average Earnings is considered in the formula.

To determine the benefit under either Post-September 1, 1980 Formula, Earnings during the time period described in the definition of Annualized Final Three-Year Average Earnings from a Plan Sponsor and Earnings during the time period described in the definition of Annualized Final Three-Year Average Earnings from an entity that is a Plan Sponsor Owner or a Controlled Group Member if you transferred to the Plan Sponsor Owner or the Controlled Group Member on or prior to September 24, 1998 or after October 1, 1999 and prior to January 1, 2008.

Effect of One-Year Break or Longer. Benefits are calculated separately for each separate period of participation, based upon the Plan provisions in effect when your employment terminated. Thus, your Earnings and Credited Service after reemployment will not increase or reduce your benefits (if any) earned prior to a one-year break. Likewise, your Earnings and Credited Service from before a one-year break will not increase or reduce your benefits earned after the break.

For example, if you worked for a Plan Sponsor prior to September 1, 1980 and had a break in service from September 1, 1985 to September 1, 1990 and then returned to work for a Plan Sponsor on September 2, 1990, your benefits under the Plan for your work prior to September 1, 1985 would be determined separately from your benefits under the Plan for your work after September 1, 1990.

RETIREMENT

Normal Retirement. Normal retirement age under the Plan is 65. You will be eligible to receive your vested retirement benefit as calculated under the Plan's benefit formula starting on your normal retirement date if you terminate employment with the Company, all related companies and all Plan Sponsors. Your normal retirement date is the first day of the month on or after your 65th birthday.

Early Retirement. You may elect early retirement, effective on the first day of any month on or after your 55th birthday, if you have completed five years of Vesting Service and you terminate employment on or after age 55 with the Company, all related companies and all Plan Sponsors. Your pension is calculated in the same way as a normal retirement pension, using your credited service, final average monthly earnings, and the benefit formula in effect, as of your early retirement date.

- **Unreduced at or After Age 62.** If you choose to have your pension payments start **at or after age 62**, your monthly pension will **not** be reduced.
- **Reduced Before Age 62.** If you choose to have your pension payments start **before age 62**, your monthly pension will be reduced because payments are expected to continue for a longer period of time. The amount of your monthly payments will be reduced by .25% for each month (3% per year) that payments start before age 62.

Advantage of Retiring from the Company at Age 55 or Older Calculating the early retirement reduction in the manner described above provides a substantial subsidy to individuals who continue their employment with the Company to age 55 or older and elect to retire between the ages of 55 and 64. Please note that this subsidy is generally available only to those employees who do not terminate their employment with the Company prior to being eligible to retire (i.e., are at least age 55 and have five years of Vesting Service). A comparison of (1) the subsidized early retirement benefits available for employees who work to at least age 55, and (2) the actuarially reduced benefits available for employees who terminate their employment prior to reaching age 55, is included in the table that follows.

Example: The subsidized Plan benefit payable at age 55 is 79% of the accrued benefit payable at age 65, compared with 48% on an unsubsidized basis. Therefore, a Participant who works to age 55 and then begins receiving his/her retirement benefits receives about 65% more than he or she would if the special Plan subsidy did not apply.

Percentage of Age-65 Benefit Payable If You Retire Between Ages 55 and 64

Age when Payments Begin	55	56	57	58	59	60	61	62	63	64	65
Subsidized Retirement from the Company (terminate when eligible for early or normal retirement)	79	82	85	88	91	94	97	100	100	100	100
Unsubsidized Deferred Vested Pension (terminate before eligible for early or normal retirement)	48	51	55	59	63	68	73	79	85	92	100
Percentage Difference	64.6%	60.8%	54.5%	49.2%	44.4%	38.2%	32.9%	26.6%	17.6%	8.7%	0%

Retirement from Related Companies. In some cases, service with a related employer, or an unrelated employer that is a DOE-ID contractor, or a replacement or successor DOE-ID contractor that assumes work from the Company, is considered to be service with the Company for purposes of eligibility for subsidized early retirement. This usually applies only when you transfer to or are hired immediately by that other employer. Your benefit payments generally cannot begin while you are employed by that other employer. If you think this might apply to you, please consult with BEA Benefits.

Late Retirement. If you work for the Company beyond age 65, your retirement date will be the first day of the month after you actually terminate your employment with the Company. Your retirement benefit generally will be calculated under the Plan's formula, using your credited service and final average monthly earnings as of your actual retirement date. If you work beyond age 70½, you may elect to start payment of your retirement benefits while you are still working for the Company. If you do not elect to commence your retirement benefit at age 70½, your retirement benefits will be increased for time worked after age 70½ to reflect either the later start of payments or any additional benefits that you have earned, whichever produces the higher benefit.

Special Provisions for Firefighters and Security Force Participants. If you are a Participant and are employed as a firefighter or security force employee, special early retirement benefit provisions may apply to you. You should contact BEA Benefits for details about these special provisions and also review the Sections entitled "Special Provisions for Firefighters" and "Special Provisions for Security Force" in Appendix II.

TERMINATION OF EMPLOYMENT PRIOR TO AGE 55

Deferred Vested Benefits. You are eligible for a deferred vested benefit if you terminate your employment with the Company, all related companies and all Plan Sponsors after you are vested (you have five or more years of Vesting Service) but before age 55. You will be eligible for Plan benefits payments to begin upon reaching the early retirement age if the present value of your vested retirement benefit is over \$5,000, or following employment termination if the value is \$5,000 or less (see table below). If you do not have at least five years of Vesting Service when your employment terminates (and you are not reemployed within five years), you are not entitled to any benefit under the Plan, unless you made employee contributions to the Plan, in which case your benefit will be based only on the value of your employee contributions plus credited interest (described under "Employee Contributions to the Plan before January 1, 2003").

When Payments Begin. You can elect to have your deferred vested retirement benefit payments start at or after age 55 (except for immediate lump sums of \$5,000 or less), provided you terminate employment with the Company, all related companies and all Plan Sponsors. If payments start before age 65, your monthly benefits will be actuarially reduced (unsubsidized), as shown in the table included under early retirement, above. The reduction will be greater than if you retired from the Company after attaining age 55. Unless you elect otherwise, your payments will begin as of the first day of the month after you reach age 65, unless you elect to defer payment. If your payments begin at or after age 65, your monthly benefits will not be reduced. The latest date payments can begin is April 1 following the later of the year in which you reach age 70½ or the year in which you terminate employment with the Company.

FORMS OF BENEFIT PAYMENT

Available Forms of Payment		
Present Value of Benefit	Not Married	Married
\$1,000 or Less	Automatic lump sum payable immediately after termination of employment	Automatic lump sum payable immediately after termination of employment
\$1,001-\$5,000	Lump sum payable immediately after termination of employment or automatic rollover to IRA if lump sum is not elected following termination of employment	Lump sum payable immediately after termination of employment or automatic rollover to IRA if lump sum is not elected following termination of employment
\$5,001-\$10,500	Single life Annuity or Lump sum payable beginning at age 65 (unless you elect an alternate permissible date)	Joint and 50% Surviving Spouse Annuity or Joint and 75% Surviving Spouse Annuity or Joint and 100% Surviving Spouse Annuity or Single life Annuity* or Lump sum payable beginning at age 65 (unless you elect an

Available Forms of Payment		
Present Value of Benefit	Not Married	Married
		alternate permissible date)
Over \$10,500	Single life Annuity payable beginning at age 65 (unless you elect an alternate permissible date)	Joint and 50% Surviving Spouse Annuity or Joint and 75% Surviving Spouse Annuity or Joint and 100% Surviving Spouse Annuity or Single life Annuity* payable beginning at age 65 (unless you elect an alternate permissible date)

*Your spouse at the time benefits commence must consent to this option.

Annuity Forms of Payment. An annuity means monthly payments for life. The monthly amount depends upon your age when payments begin and whether there is a survivor benefit for your spouse. All forms of payment are of equal total value based upon your vested retirement benefit. Accordingly, to cover the cost of any extra protection for a surviving spouse in case of your death, the amount of your monthly benefit while you are alive is reduced to an amount which is less than the amount payable under the single life annuity form. The amount of the reduction depends upon your age and your spouse's age (and thus your life expectancies) when payments begin. Once benefit payments have begun, your form of payment cannot be changed.

Automatic Form for Single Participant. *Single Life Annuity.* If you are single when your benefits start, you will receive your monthly payments as a single life annuity over the remainder of your lifetime. Under this form of payment, there are no survivor benefits.

Automatic Form for Married Participant. *Joint and 50% Surviving Spouse Annuity.* If you are married when benefits start, your benefit will be paid automatically in the form of a Joint and 50% Surviving Spouse Annuity, unless you elect otherwise with your spouse's consent, if applicable (see "Spousal Consent," below). This form of payment provides reduced monthly payments to you for life. After your death, one-half of your monthly benefit is payable to your surviving spouse for life. If your spouse dies after your benefits begin and before you die, no payments will be made after your death. You will continue to receive reduced payments in accordance with your election for the remainder of your life, and you cannot select someone else to receive survivor benefits, even if you remarry.

Example. If your monthly benefit would be \$100 per month under the single life annuity, you could expect to receive approximately \$80 to \$90 per month under the joint and 50% survivor form of payment, depending on your spouse's age. After your death, your spouse, if surviving, receives half of what you were receiving jointly, or in this example, \$40 to \$45 per month for life. If your spouse dies before you do, you continue to receive the \$80 to \$90 per month, whichever applied, and no payments will be made after

your death, even if you remarry. Examples 2 and 4 under "Plan Benefit Examples" show benefit calculations for the automatic form of payment.

Optional Form for Married Participant. *Joint and 75% Surviving Spouse Annuity or Joint and 100% Surviving Spouse Annuity.* If you are married, you may elect a Joint and 75% Surviving Spouse Annuity or a Joint and 100% Surviving Spouse Annuity. These options provide a reduced monthly benefit for your life. After your death, 75% or 100% of the monthly benefit you were receiving is payable to your surviving spouse for life, depending on the option you elect. If your spouse dies before you do, no payments will be made after your death. You will continue to receive reduced payments in accordance with your election and you cannot select someone else to receive survivor benefits, even if you remarry. Example 5 on the pages that follow shows a benefit calculation under the optional Joint and 100% Surviving Spouse Annuity. Your spouse does not have to agree to your election of a Joint and 75% or Joint and 100% Surviving Spouse Annuity.

Optional Form for Married Participant – Single Life Annuity. You may elect to receive your benefit as a Single Life Annuity if you are married and wish to waive (give up) your right to the automatic form of payment. Because the Single Life Annuity form of payment will not provide a survivor benefit to your spouse in the event of your death, your spouse must agree in writing to your election (see "Spousal Consent" below).

Optional Lump Sum Payment. If the present value of your vested retirement benefit is between \$5,001 and \$10,500 when payment is to be made, you may waive your right to automatic annuity payments and elect a single, lump sum payment, subject to the spousal consent requirements, if applicable (see "Spousal Consent," below). After you receive payment in this form, no further benefits will be payable from the Plan. The present value of your benefit is determined using the Plan's actuarial assumptions to value benefits as a lump sum payment for small benefits. You should discuss eligibility for a lump sum payment and the effect on your retirement benefits with BEA Benefits.

Right to Immediate Annuity Instead of a Lump Sum Payment. If you are eligible to receive an immediate lump sum payment (i.e., before you reach the early retirement age of 55) of between \$5,001 and \$10,500, you may also elect payment in the normal form of an immediate annuity commencing prior to age 55, subject to reduction for early commencement of benefits. You may obtain additional information on an immediate annuity from BEA Benefits.

Spousal Consent. Rules concerning a spouse's consent to the form of benefit payment apply only if you are married when your benefit payments begin. You cannot choose a form of payment other than the Joint and 50% Surviving Spouse Annuity, Joint and 75% Surviving Spouse Annuity or Joint and 100% Surviving Spouse Annuity without your spouse's written consent. Your spouse's consent must acknowledge the effect of your choice and be witnessed by a notary public or a Plan representative. (Spousal consent forms for this purpose are available from BEA Benefits.) You cannot begin receiving benefits until a properly completed form is received and approved by the Plan Administration Committee or its representative.

PLAN BENEFIT EXAMPLES

The following examples illustrate Plan benefits for a hypothetical employee, Employee A, under various circumstances.

Examples 1 and 2	Normal retirement (age 65)
Examples 3 and 4	Early retirement (age 60)
Example 5	Joint and survivor option (age 65)

Assume the following information for Employee A:

Date of birth	August 31, 1949
Date of participation	September 1, 1989
Normal retirement date	September 1, 2014
Annualized Final Three-Year Average Earnings	\$54,000
Average Social Security Covered Compensation	\$71,724

Assumes no Election of Cashout of Employee Contributions Plus Credited Interest. It should be noted that in Examples 1, 2, and 5, Employee A would be eligible to receive additional monthly income from Social Security.

EXAMPLE 1

NORMAL RETIREMENT

On September 1, 2014 (age 65), 25 years of credited service from September 1, 1989 through September 1, 2014.

(Single Life Annuity)

Employee A's monthly retirement benefit is calculated using Methods 1 and 2 below to determine which produces the higher benefit.

Formula 1

(a) Annualized Final Three-Year Average Earnings	\$54,000
(b) Average Social Security Covered Compensation	\$71,724
(c) 1% x lesser of \$71,724 and \$54,000	\$540
(d) 1.8% x (\$54,000 - \$71,724) but not less than \$0	\$0
(e) Total Credited Service on 9/1/2014	25 years
(f) Monthly benefit = [(c) + (d)] x (e) x 1/12	\$1,125

Formula 2

(a) Annualized Final Three-Year Average Earnings	\$54,000
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(b)	1.2% x \$54,000	\$648
(c)	Total Credited Service on 9/1/2014	25 years
(d)	Monthly benefit (b) x (c) x 1/12	\$1,350

Employee A's monthly retirement benefit at age 65 will be \$1,350, the higher of 1(f) \$1,125 and 2(d) \$1,350.

EXAMPLE 2

AUTOMATIC FORM OF RETIREMENT – MARRIED EMPLOYEES

Payment at Normal Retirement Date
(Joint and 50% Survivor Annuity)

Suppose that Employee A retires at age 65 as in Example 1, and the employee's spouse is age 60 when Employee A retires. The monthly income from the Plan, as determined under the normal form (Example 1), of \$1,350 would be reduced by applying the factor 89.78%, as follows:

$$\text{Monthly Benefit} = 0.8978 \times \$1,350 = \$1,212.03$$

The amount of monthly income payable to Employee A under the automatic form of payment is \$1,212.03, beginning at age 65. This amount will be payable to Employee A for life.

After Employee A's death, if the spouse survives, the spouse's benefit will be 50% of the \$1,212.03, or \$606.02 monthly for life.

EXAMPLE 3

EARLY RETIREMENT

On September 1, 2009 (age 60), 20 Years of Credited Service from September 1, 1989 to September 1, 2009
(Single Life Annuity)

Assume the date of Employee A's retirement is September 1, 2009, rather than the normal retirement date of September 1, 2014.

Formula 1

(a)	Annualized Final Three-Year Average Earnings	\$54,000
(b)	Average Social Security Covered Compensation	\$71,724
(c)	1% x lesser of \$54,000 and \$71,724	\$540
(d)	1.8% x (\$54,000 - \$71,724) but not less than \$0	\$0
(e)	Total Credited Service on 9/1/2009	20 years
(f)	Monthly benefit = [(c) + (d)] x (e) x 1/12 (at age 65)	\$900

Formula 2

(a) Annualized Final Three-Year Average Earnings	\$54,000
(b) 1.2% x \$54,000	\$648
(c) Total Credited Service on 9/1/2009	20 years
(d) Monthly benefit = (b) x (c) x 1/12 (at age 65)	\$1,080

Employee A's accrued monthly retirement benefit at age 60 (payable at age 65) will be \$1,080, the higher of 1(f) \$900 and 2(d) \$1,080.

NOTE: The above benefit is calculated according to the normal form of payment, which is a single life annuity, payable at age 65.

If Employee A wishes to have the benefit payments begin at age 60, the retirement benefit would be calculated by applying the factor 94.0% (shown in the table in the section on "Early Retirement") for age 60:

$$\begin{aligned} &\text{Monthly Benefit} \\ &\text{At Age 60} = 0.94 \times \$1,080 = \$1,015.20 \end{aligned}$$

The monthly retirement benefit provided by the Plan, beginning at age 60 (September 1, 2009), will therefore be reduced to \$1,015.20.

EXAMPLE 4

AUTOMATIC FORM OF RETIREMENT – MARRIED EMPLOYEES

Payment at Early Retirement
(Joint and 50% Survivor Annuity)

Suppose Employee A is married, as in Example 2, and that retirement occurs at age 60, as in Example 3. The monthly life income from the Plan (normal form) of \$1,015.20 payable at age 60 would be further reduced by applying the factor 92.0% (factor used here for illustrative purposes will vary based upon both the employee's and the spouse's ages at the time benefit payments commence) to reflect the 50% continuation to the spouse after death, as follows:

$$\begin{aligned} &\text{Monthly Benefit} \\ &\text{At Age 60} = .9204 \times \$1,015.20 = \$934.39 \end{aligned}$$

Employee A's monthly pension payable at age 60 and thereafter for life is \$934.39. After Employee A's death, if the spouse survives, the spouse's benefit will be 50% of the \$934.39, or \$467.20 monthly for life.

EXAMPLE 5

JOINT ANNUITANT OPTION – MARRIED EMPLOYEES

At Normal Retirement
(Joint and 100% Survivor Annuity)

Suppose that Employee A retires at age 65, as in Example 1, and that the joint annuitant option is elected with 100% of Employee A's income to continue to the spouse who is five years younger (age 60).

The accrued monthly income from the Plan of \$1,350 would be reduced by applying the factor 81.45%, as follows:

$$\text{Monthly Benefit} = 0.8145 \times \$1,350 = \$1,099.58$$

The amount of monthly income payable to Employee A under the Plan will therefore be reduced to \$1,099.58, beginning at age 65. This amount will be payable thereafter to Employee A for life.

After Employee A's death, if the spouse survives, the monthly benefit of \$1,099.58 for the spouse will continue for life.

TAXATION OF BENEFIT PAYMENT AND ROLLOVERS

Generally, you will be subject to ordinary federal income taxes on payments of your retirement benefits (except any portion that is attributable to your own contributions, as determined under Internal Revenue Service regulations).

If you choose a single, lump sum payment of all or a part of your vested retirement benefit, 20% of the taxable part of the payment will be withheld automatically for federal income taxes at the time you receive the money. If you are not at least age 59½, you may also be liable for an additional 10% early payment penalty tax on the taxable part, unless one of the exceptions (such as your being disabled) applies. You may defer federal income taxes and avoid the mandatory 20% withholding on your lump sum payment by electing a direct rollover from the Plan to your IRA or another employer's qualified plan if that plan accepts rollovers. If the present value of your retirement benefit is between \$1,001 and \$5,000 and you do not elect to receive a lump sum (subject to 20% tax withholding) within the period set by the Administrator following your termination of employment, the value will automatically be rolled over to an IRA set up for you by the Administrator. You will be notified after the IRA is established for your benefit.

APPLYING FOR BENEFITS

To receive retirement benefits if you are under age 70½, you must have a bona fide retirement. This means there cannot be a prearranged understanding or agreement (written or oral) that you will return and perform services for the Plan Sponsor, whether as an employee, independent contractor through a staff augmentation or similar arrangement. One important factor in establishing that there has been a bona fide retirement is that there be a sufficient period of time between retirement and any rehire or arrangement for your services by the Plan Sponsor from which you retired. The Plan policy requires that you not perform services as an employee or

otherwise for at least six months. After the six-month period has elapsed, and provided that there was no prearranged rehire or similar arrangement, you may be able to return to work and not have your Plan benefits suspended because you will no longer accrue additional benefits after you return.

There is one exception to the six-month rule. You may go to work for another Plan Sponsor and receive retirement benefits as long as you do not continue to accrue additional Plan benefits. For example, if you have a break in service and thereafter and go to work for another Plan Sponsor, you will not accrue additional benefits. However, if you transfer directly to another Plan Sponsor in Covered Employment, you will continue to accrue Plan benefits and therefore could not commence payment of Plan benefits until you have a bona fide retirement.

You will be required to sign a certificate at the time you apply for Plan benefits that there is no prearranged understanding or agreement to return to work (as an employee or otherwise) for the Plan Sponsor or an affiliate of the Plan Sponsor.

If you begin receiving retirement benefits but do not satisfy the conditions for a bona fide retirement, you will be required to repay any benefits you received during the period in which the conditions were not satisfied plus interest. If you do not repay these benefits, your future benefits will be reduced to recover the benefits that were improperly paid.

Benefit payments cannot be made until you apply for benefits unless the value is \$5,000 or less. (See chart above concerning automatic lump sum payments and IRA rollovers.) You should contact BEA Benefits at least four weeks and up to 180 days before your benefit payments are to begin. BEA Benefits will provide you with application forms and instructions. In your application, you choose the form and time of your benefit payments. The instructions will include an explanation of the terms and conditions of the forms and times of payment that are available to you. The instructions also explain your right to elect or reject certain options, the spousal consent rules, and the relative values of the optional forms. You should make an appointment with BEA Benefits to review and discuss these forms.

You may revoke your application and make a new one any time before payment begins, subject to the spousal consent rules if you are married. For a change to be effective, you must complete a new application form and deliver it to BEA Benefits. **You cannot change your election after payments begin, even if your marital status changes.**

If you are eligible to begin payments when you terminate employment and if you do not apply, you will be treated as if you had chosen to delay payment of your benefits until you later apply, or until the Plan is required to begin distributions to you. Your benefit payments must begin by April 1 following the year in which your employment with the Company, all related companies and all Plan Sponsors ends or you reach age 70½, whichever date is later.

IF YOU ARE REHIRED AFTER BENEFITS BEGIN

The Plan's "suspension of benefit" rules do not apply if you are not eligible to participate in the Plan upon reemployment (see the "Excluded Employee" discussion earlier in this summary).

Please contact BEA Benefits before you resume employment for information on how reemployment affects your benefits under the Plan, if at all. If your benefits are suspended, when you retire again, your prior benefit payments will be reinstated except that any reduction for early commencement may be adjusted. You will not earn additional benefit accruals based on your service and earnings after reemployment. If you disagree with the suspension of your benefits, you can request a review by following the Plan's claims and appeals procedure (described under "Benefits Claims/Claims Review").

SURVIVOR BENEFITS – SINGLE EMPLOYEES

If you are single and die before your retirement benefit payments begin, no retirement benefits are payable from the Plan except as provided in "Survivor Benefits Attributable to Employee Contributions—Single Employees" in Appendix III.

SURVIVOR BENEFITS – MARRIED EMPLOYEES

Spouse's Benefit Before You Retire. If you are vested and you die before benefit payments begin, a benefit will be paid to your surviving spouse. This benefit is called a "Qualified Pre-retirement Spouse's Annuity." The benefit is a monthly income payable to your spouse for his/her life. This benefit is fully subsidized by the Company's contributions to the Plan.

The amount of benefit is the survivor portion of the Joint and 50% Surviving Spouse Annuity option. It is based on your vested retirement benefit, the age you would have been had you survived to the date benefits are to begin, and the age of your spouse when benefits begin.

If the present value of the Qualified Pre-retirement Spouse's Annuity is not over \$5,000 at the date of your death, that present value will be paid to your surviving spouse only in a lump sum. If the present value is over \$5,000 but not over \$10,500 when payment is to be made, your spouse may waive the annuity benefit and elect a single lump sum payment. In this case, no further benefits will be payable to any person.

Annuity payments will begin at your spouse's election, but not earlier than the date you would have been eligible to start early retirement benefits. Annuity benefit payments to the surviving spouse must begin on or before the later of: (1) the end of the calendar year following the calendar year of your death, or (2) the end of the calendar year in which you would have reached age 70½.

Spouse's Benefits After Your Retirement Payments Begin. If you die after your retirement benefit payments begin, benefit payments will continue to be made to your surviving spouse only if the form of payment you elected provides for survivor benefits (i.e., if you elected the joint and 50%, joint and 75% or joint and 100% surviving spouse option).

If you made employee contributions to the Plan, refer to "Survivor Benefits Attributable to Employee Contributions – Married Employees" in Appendix III for other rules that may apply.

BENEFITS IF YOU BECOME DISABLED

Benefit. The Plan does not pay disability benefits, but you may be able to continue to earn Vesting Service and Credited Service toward your later retirement benefits while you are an LTD Participant (*see next paragraph*). If you continue to receive Credited Service until retirement, the amount of your benefit will be calculated during the period while you are an LTD Participant based on your Earnings during the month before your employment terminated due to your disability. Your Vesting Service and Credited Service will include the period while you are an LTD Participant. If you cease to be disabled but fail to return to active employment with the Company, your benefit eligibility will be determined as of the date you ceased to be an LTD Participant.

An LTD Participant is a Participant who has a total and permanent disability and is receiving benefits from the Company's long-term disability (LTD) insurance plan. A disabled Participant who is not covered under the LTD insurance plan can still be an LTD Participant if the Plan Administration Committee determines that he/she would have qualified for LTD insurance benefits had he/she been covered by the LTD insurance plan. You must submit a written request to BEA Benefits for a determination that you are an LTD Participant because you would have qualified for LTD insurance benefits had you been covered by the Company's LTD insurance plan. The LTD insurance plan's rules will apply for this determination as though you were covered. BEA Benefits may require you to furnish any documentation it deems to be necessary or appropriate to make its determination.

The preceding paragraph notwithstanding, an ITG/BBWI employee whose disability commenced on or after October 1, 2006 is not eligible to become an LTD Participant.

Subsidized Early Retirement. If you reach age 55 and are vested while you are an LTD Participant, you may elect to begin receiving subsidized benefits (described under "Early Retirement") from the Plan even though you did not actually retire from the Company at the time your employment terminated. However, when retirement benefits from the Plan begin, any LTD benefits you are receiving from the Company's LTD insurance plan will stop.

No Longer an LTD Participant. Your eligibility for continued participation in the Plan as an LTD Participant will stop when one of the following events occurs:

- you are able return to work as determined under the LTD insurance plan but you do not return to work with the Company;
- you exhaust your LTD benefits under the Company's LTD insurance plan (or you would have exhausted your LTD benefits had you been covered by the Company's LTD insurance plan);
- you retire; or
- you die.

SPECIAL PROVISIONS FOR FIREFIGHTERS AND SECURITY FORCE EMPLOYEES

Special provisions concerning Credited Service and early retirement apply to employees who are firefighters or security force employees. These special provisions are discussed in Appendix II.

EMPLOYEE CONTRIBUTIONS TO THE PLAN BEFORE JANUARY 1, 2003

Prior to January 1, 2003, some Participants were required to make employee contributions as a condition of Plan participation. Special rules apply to employee contributions and how they impact retirement and survivor benefits. These rules are discussed in Appendix III.

LOSS OR REDUCTION OF BENEFITS

There are a number of ways you or your beneficiary could lose all or a part of your benefit under the Plan. For example:

- If your employment terminates before you have five years of Vesting Service (and you do not return to employment with the Company), you and your spouse will not be eligible for any benefit from the Plan.
- If your employment terminates before you have five years of Vesting Service and you return to employment with the Company more than five years later, you lose your prior Vesting and Credited Service. *[The Plan was closed to rehires in 2005.]*
- If you terminated employment and received a lump sum payment of your benefit because it was cashed out, your pension will be lower because you lose the Credited Service upon which that prior distribution was based.
- If you die before benefit payments begin with no surviving spouse, no benefit will be paid.
- Payments cannot be made until you complete an application for benefits. Pension payments beginning before normal retirement generally will be prospective only. Pension payments beginning after normal retirement will be prospective only but may be increased to reflect late start of payments.
- If you begin receiving your benefit in the form of a single life annuity, no benefits will be paid after your death, even if you are married at that time.
- If you begin receiving your benefit in the form of a Joint and Surviving Spouse Annuity with your spouse as beneficiary, and your spouse dies before you do, no payment will be made after your death, even if you remarry.
- If you begin receiving your benefit in the form of a Joint and Surviving Spouse Annuity with your spouse as beneficiary, and if you become divorced, unless a

qualified domestic relations order provides otherwise, your former spouse will receive the survivor annuity after your death, even if you are remarried to a different spouse when you die.

- All or a portion of your benefit could be directed to be paid to your spouse or former spouse under a qualified domestic relations order.
- If you fail to make a timely appeal of a denied claim, any benefits that may have been due will not be paid.
- Your benefits could be suspended due to periods of reemployment after your benefit payments have started if you return to work in Covered Service and accrue additional benefits during the reemployment period. [*The Plan was closed to rehires in 2005.*]
- Your monthly pension could change if there is any mistake in the amount of your pension and you are overpaid. If this happens, later payments may be adjusted to correct the error (plus interest) if you do not repay the Plan.
- Your monthly pension could be reduced to comply with certain limits under federal laws and regulations.
- If BEA Benefits cannot locate you or your spouse, benefits cannot be paid on your behalf from the Plan. Please keep BEA Benefits informed of any address changes.

Other sections in this summary describe these and other limitations on benefits. Other circumstances might also arise that we cannot now anticipate which might result in a reduction or loss of benefits.

DIVORCE – QUALIFIED DOMESTIC RELATIONS ORDERS (QDROS)

Generally, your benefit under the Plan can be used only to provide retirement benefits for you and your spouse, or your designated beneficiary (for your own contributions). However, the Plan must honor any "qualified" domestic relations order ("QDRO") issued by a state court that requires your pension to be used to satisfy child support, alimony, or settlement of marital property rights. If BEA Benefits receives such an order, the Plan may be required to pay all or a portion of your pension to an "alternate payee."

An "alternate payee" may be your spouse, former spouse, child or other dependent. There are requirements that a domestic relations order must meet before it can be "qualified." For example, a domestic relations order cannot provide benefits to an alternate payee in a form or manner which is not otherwise permitted under the Plan. BEA Benefits is responsible for determining whether an order is "qualified" in accordance with its procedures. A copy of the Plan's QDRO procedures is available from BEA Benefits upon request.

If you become divorced before your benefit payments begin, your former spouse will not be treated as your spouse for Plan purposes unless a QDRO provides otherwise.

If you become divorced after your benefit payments begin those payments will not change. For example:

If payments are in the form of a single life annuity and benefits to you commence before your divorce, those payments would continue in the same amount for your lifetime only; however, a QDRO could require that some or all of your benefit payments be made instead to your former spouse until your death (no payments can be made after your death).

If payments are in the form of a Joint and Surviving Spouse Annuity, your former spouse would still receive the survivor annuity after your death, unless a QDRO provides otherwise.

AMENDMENT OR TERMINATION OF THE PLAN

Plan Amendment or Termination. Although the Company intends to continue the Plan indefinitely, the Company has reserved the right to make changes to the Plan or to terminate the Plan at any time. The governing board of the Company (or its authorized delegate) adopts amendments in writing.

Replacement Contractor Not Plan Termination. If the Company is replaced by another contractor to perform all or part of the work provided in their contracts with the Department of Energy, that replacement will not be considered to be a termination of the Plan. If the replacement contractor maintains another qualified plan to which the assets and liabilities of the Plan described here are transferred, that is also not considered a termination of the Plan.

Effect of Plan Termination or Amendment to Freeze Future Benefit Accruals. In general, if the Plan is terminated or if future benefit accruals are frozen by an amendment to the Plan, Company-paid accrued benefits will automatically become fully vested (to the extent that such benefits are funded at the time of the termination). You will earn no further benefits under the Plan after the date of a Plan termination or a Plan freeze. Please note that at any given time, Plan assets might not be sufficient to pay all accrued benefits because contributions are made to the Plan assuming that it will continue to operate indefinitely.

If Assets Are Insufficient to Pay All Benefits. The Plan provides that upon its termination, the assets of the trust fund, less the administrative expenses of the liquidation, will be allocated in accordance with applicable law. In general, the law currently provides that if Plan assets are insufficient to provide all accrued benefits, assets will be used to provide benefits in the following order: first to retirees, next to Participants who are then eligible to retire, then to Participants with vested benefits who are not eligible to retire prior to Plan termination, then to all other Participants.

If Plan assets are not sufficient to fully provide the accrued benefits for all Participants in one of the above categories, each Participant in that category will receive a pro-rata share of available Plan assets and Participants in the lower categories may not receive any benefits at all. Please note that Plan benefits are not insured by the Pension Benefit Guaranty Corporation (the "PBGC") because the PBGC has determined the Plan is not subject to PBGC coverage.

MAXIMUM BENEFITS

In accordance with federal regulations, the Plan has provisions detailing the maximum benefit you can receive. While most employees will never reach this maximum, you will be notified by BEA Benefits if you are near the maximum limit.

TOP-HEAVY PROVISIONS

A retirement plan that primarily benefits certain owners or officers ("key employees") of an employer is called a top-heavy plan. A plan is considered to be top heavy when more than 60% of the present value of accrued benefits under the plan are for the key employees. The Plan is not top heavy at this time and is not expected to become top heavy in the future. If it were to become top heavy in any Plan Year, all other employees would be entitled to certain minimum benefits, and other special plan provisions could apply. Affected Participants will be advised should the Plan become top heavy.

PLAN NOT A CONTRACT OF EMPLOYMENT

The Plan and this summary are not contracts that provide employment rights. The Plan and this summary do not restrict in any way the Company's right to terminate or change the terms of your employment. If you terminate your employment or if you are discharged, the Plan does not give you any right to any benefit or interest in the funds in the Plan, except as specifically provided in the Plan.

Similarly, except when a bona fide retirement has not occurred as provided in a preceding section titled "Applying for Benefits," there is no prohibition on terminated or retired employees receiving or continuing to receive certain benefits, if eligible under a Plan, because they become employed with another employer.

No rights accrue to any employee, dependent, or beneficiary by any statement in or omission from this Summary Plan Description, or by the operation of the Plan, except as specifically provided in the Plan. Plan documents, trust agreements, and amendments to them, are available for review at BEA Benefits.

BENEFIT CLAIMS/CLAIMS REVIEW

Event	Claims Procedure
Filing of Your Initial Application (or Claim)	Initial Application: To receive benefits from the Plan, you must file a written application with BEA Benefits.
Initial Request to Review Benefit Determination ("Claim")	<p>If you believe you are entitled to a Plan benefit that differs from the benefit determined for you, you must file a written Claim with BEA Benefits within 60 days of the date of the initial determination, requesting a review of the benefit/determination.</p> <p>See the end of this summary for the address and telephone number of BEA Benefits.</p> <p>BEA Benefits will review your Claim within 90 days of the date BEA Benefits receives that request.</p> <p>BEA Benefits may extend the 90-day period up to an additional 90 days when the nature of the benefit involved or other circumstances make such extension appropriate. BEA Benefits will let you know if (and why) it needs an extension by providing you with a written notice before the end of the period that is being extended.</p> <p>The Plan has contracted with CIGNA Group Insurance ("CIGNA") to serve as the disability claim administrator to review any benefit claim that requires making a determination as to whether a person, who is not covered under the Company's LTD plan, is totally disabled for purposes of the Plan (hereinafter referred to as a "Disability Claim"). A Disability Claim will be reviewed by CIGNA within 45 days of receipt. CIGNA may extend this period twice, with each extension not exceeding 30 days. If the extension is due to your failure to submit necessary information related to a Disability Claim, the "clock stops running" on the period of time CIGNA has to decide the claim until it receives the information from you, or (if earlier) until the period of time you have been given to provide the information has expired. You will have at least 45 days to provide requested information regarding a Disability Claim.</p>
Your Claim is Denied or there is an Adverse Determination	<p>If BEA Benefits or CIGNA denies your Claim in whole or in part, you will be provided with a written statement that contains the following information:</p> <ul style="list-style-type: none"> • Specific reason(s) for the denial or adverse determination; • Reference to the Plan provision(s) on which the denial or

	<p>adverse determination was based;</p> <ul style="list-style-type: none"> • A description of additional information needed to perfect your Claim, and why that information is necessary; • In the case of a Disability Claim, any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial (if applicable), or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy thereof will be provided free of charge upon request; • An offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and • A description of the Plan's review procedures and time limits applicable to those procedures, including a statement about your right to bring a civil action under Section 502(a) of ERISA if you appeal the decision and it is denied on appeal. • In the case of a Disability Claim, if a medical expert was consulted in connection with the initial Disability Claim, you will be provided the identity of such person upon written request.
<p>Your Written Appeal to the Plan Administration Committee for Review and Final Determination</p>	<p>If your initial Claim is denied in whole or in part, you or your authorized representative may appeal the decision in writing to the Plan Administration Committee within 60 days (180 days in the case of a Disability Claim) following the date that you receive your initial written denial or adverse determination from the Plan Administration Committee or CIGNA. You or your duly authorized representative may review, upon request and free of charge, relevant documents and may submit issues and comments in writing. All comments, documents, records, and other information you submit will be taken into account on appeal without regard to whether such information was submitted or considered in the initial claim determination.</p>

<p>Review of Your Written Appeal by the Plan Administration Committee and Final Determination</p>	<p>The Plan Administration Committee will review your written appeal within 60 days of the date it receives that appeal unless it determines that special circumstances require an extension of up to 60 additional days. The Plan Administration Committee will let you know if (and why) an extension is needed by providing you with a written notice before the end of the period being extended.</p> <p>Disability Claim appeals are conducted by an individual or party appointed by CIGNA who was not involved in the initial decision nor a subordinate of someone involved. CIGNA's delegate will review the written appeal and make a determination within 45 days after receiving the appeal unless special circumstances require an extension of up to 45 additional days. CIGNA's delegate will notify you in writing if an extension is needed and the reasons for the extension before the end of the initial 45 day period.</p>
<p>If Your Written Appeal is Wholly or Partially Denied</p>	<p>If the Plan Administration Committee or CIGNA's delegate for appeals denies or makes an adverse determination on your appeal, you will be provided a written statement that contains the following information:</p> <ul style="list-style-type: none"> • Specific reason(s) for the denial or adverse determination; • Reference to the Plan provision(s) on which the denial or adverse determination was based; • In the case of a Disability Claim denied on appeal, any internal rule, guideline, protocol or other similar criterion that was relied upon in the denial (if applicable), or a statement that an internal rule, guideline, protocol or other similar criterion was relied upon in the denial and that a copy thereof will be provided free of charge upon request; • A statement regarding your right to bring a civil action under ERISA 502(a); and • Offer to provide you, on request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim. <p>The decision of the Plan Administration Committee or CIGNA's delegate is final and binding on all parties.</p>
<p>This claims procedure applies to you and your surviving spouse, or other beneficiary. If you need any assistance with this procedure, contact BEA Benefits. If you wish to preserve any rights you may have to benefits from the Plan, you must follow this claims procedure within the deadlines as described above. You must exhaust this claims procedure before you file any lawsuit. You may only file a lawsuit contesting a claim decision within a period of 12 months after the date of the final decision on the appeal of your claim.</p>	

ERISA RIGHTS STATEMENT

Regulations of the U.S. government require that this Summary Plan Description include the statement that appears below. The statement was drafted by the federal government. As permitted by the regulations, portions of the statement that are not applicable to the Plan have been omitted.

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA"). ERISA provides that all Plan Participants will be entitled to:

- Receive information about the Plan and its benefits
- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of 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, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you the amount of your accrued benefit payable at your normal retirement date and whether you have a right to receive a vested benefit at normal retirement age, age 65 years. If you do not have a vested right to a benefit, the statement will tell you how many more years you have to work to earn a vested right. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining benefits or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a 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 the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a 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's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in a federal court. If it should happen that the 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. 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.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. 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 NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA from the Employee Benefits Security Administration by calling the Participant assistance number, 1-866-444-EBSA (3272), or sending electronic inquiries to www.askebsa.dol.gov.

GENERAL PLAN INFORMATION

GENERAL PLAN INFORMATION	
Name of the Plan	Idaho National Laboratory Employee Retirement Plan (formerly called the Idaho National Engineering and Environmental Laboratory Employee Retirement Plan and before that the Idaho National Engineering Laboratory Employee Retirement Plan)
Type of Plan	A defined benefit plan. The Plan is a multiple employer plan as defined in Section 413(c) of the Internal Revenue Code.
Plan Sponsors (called the "Company" in this summary)	Battelle Energy Alliance, LLC Fluor Idaho, LLC
Employer Identification	68-0588324 (Battelle Energy Alliance, LLC)

GENERAL PLAN INFORMATION	
Number	45-2724914 (Fluor Idaho, LLC)
Plan Number	002
Plan Year	October 1-September 30
Type of Administration	Trustee
Funding Medium	Trust fund
Plan Funding	As required by law, the Company has established a separate trust fund held by the Trustee. The Company contributions are made to the Plan's trust fund. All benefits under the Plan are paid exclusively from the assets held in the trust fund. The Company does not pay benefits from its general assets.
Administrator	BEA Benefits c/o Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, Idaho 83415-3112 Telephone number: (208) 526-5500
Plan Administrator	Plan Administration Committee c/o Battelle Energy Alliance, LLC P.O. Box 1625 Idaho Falls, Idaho 83415-3112 Telephone number: (208) 526-5500
Trustee	Northern Trust Company 50 South La Salle Street Chicago, Illinois 60603 Telephone number: (312) 557-9700
Other Participating Contractors/Companies	The Company sponsors the Plan for its eligible employees. The Plan is also available to other DOE-ID contractors who may adopt the Plan with approval of DOE-ID. See Appendix I for a list of participating companies. You may request an updated list of employers who have adopted the Plan by writing to the Plan Administrator at the address given below. This list is also available for review at BEA Benefits.
Agent for Service of Legal Process	Service of legal process on matters relating to the Plan may be made in the name of the Plan upon the following or upon the Plan Administrator or the Trustee: Battelle Energy Alliance, LLC c/o General Counsel Mark Olsen 2525 Fremont Avenue Idaho Falls, ID 83415-3899

**APPENDIX I
PLAN SPONSOR/PARTICIPATING COMPANIES**

Plan Sponsors

Primary Plan Sponsor:

Battelle Energy Alliance, LLC

Other Plan Sponsor:

Fluor Idaho, LLC

Other Participating Companies

None

APPENDIX II
SPECIAL PROVISIONS CONCERNING FIREFIGHTERS AND SECURITY FORCE
EMPLOYEES

SPECIAL PROVISIONS FOR FIREFIGHTERS

Credited Service

To the extent mandated by the Department of Energy, a Participant who is a firefighter at the Idaho National Laboratory at the time of retirement and who was transferred to the Company in 1993 shall receive Credited Service for periods of service as a firefighter at the Idaho National Laboratory prior to such transfer.

Early Retirement – Firefighters

If you are a firefighter who ceased to be employed by DOE-ID to become an employee of the Company as a firefighter during 1993 and you are never covered under a collective bargaining agreement, you may elect early retirement at age 50 instead of age 55. If you have completed at least 30 years of Vesting Service, your retirement benefits will not be reduced. If you have not completed at least 30 years of Vesting Service, your benefits will be reduced by 3% for each year of Vesting Service less than 30, or for each year of attained age less than 62 (but not below age 50), whichever is the smaller reduction.

If you are a firefighter covered under the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC Local 8-0652 (Firefighters) Working Agreement, and have completed at least 25 years of Vesting Service, you may elect an unreduced early retirement benefit regardless of your attained age. If you have not completed at least 25 years of Vesting Service, you may elect an early retirement benefit starting at age 55, reduced by 3% for each year of Vesting Service less than 25, or for each year of attained age less than 62 (but not below age 55), whichever is the smaller reduction. If the severance occurred prior to November 3, 2000, 30 years of Vesting Service applies instead of 25 years.

SPECIAL PROVISIONS FOR SECURITY FORCE

Credited Service (for Amount of Benefits)

An individual who was impacted by the Department of Energy Security Force defederalization and was not allowed to enter the INEEL Employee Retirement Plan until January 1, 1989 (including an individual who was represented by the Security, Police and Fire Professionals of America on May 28, 2000) will receive credit for service performed in the period between his or her date of defederalization and January 1, 1989. Such credit will include the service performed as a security force professional with American Protective Services and/or Protection Technology Idaho, Inc.

Early Retirement – Security Force

If you are a Participant employed on the Company's security force who either:

- (i) is covered by a collectively bargained agreement among BEA, Security, Police, and Fire Professionals of America (International Union) and the Security, Police and Fire Professionals of American (Local 3), or
- (ii) is not covered by the above referenced collectively bargained agreement but is classified as an exempt employee and is employed in the Company's security force, and met the physical fitness and firearm qualification standards contained in the collective bargained agreement described in (i) for at least 10 years, you may elect early retirement if you are employed in a Company security force position at the time you retire as follows:
 - if you have at least 25 years of Vesting Service you may elect an unreduced early retirement date regardless of your age.
 - if you have attained at least age 55 and completed at least 5, but not 25 years of vesting service, you may elect an early retirement benefit starting at age 55, reduced by 3% for each year of vesting service less than 25, or for each year of attained age less than 62 (but not below age 55), whichever is the smaller reduction.

LIMITATION ON BENEFIT ACCRUALS

The provisions contained in this Appendix II notwithstanding, BEA employees hired or rehired (which circumstance includes recall from a layoff) on or after February 1, 2005 are not eligible to enter the Plan or to re-enter the Plan and accrue any additional benefits. Similarly, CWI, ITG/BBWI and Fluor Idaho employees hired or rehired (which circumstance includes recall from a layoff) on or after May 1, 2005 are not eligible to enter the Plan or to re-enter the Plan and accrue any additional benefits.

APPENDIX III SPECIAL PROVISIONS CONCERNING EMPLOYEE CONTRIBUTIONS

EMPLOYEE CONTRIBUTIONS TO THE PLAN BEFORE JANUARY 1, 2003

To participate in the Plan prior to January 1, 2003, some Participants were required to make contributions to help fund the Plan. Those contributions remain in the Plan until they are distributed (described below). If you made contributions to the Plan, these provisions continue to apply to you.

Vesting and Interest. Contributions made by employees before January 1, 2003, and the credited interest on those contributions, are 100% vested and nonforfeitable. Employee contributions continue to earn interest at an annual rate as required by federal law. Interest for each year is credited at the end of the corresponding plan year (September 30).

You Can Lose Credited Service. Credited service does not include any period when you were required to contribute to the Plan, but you did not make the required contributions. You can lose your prior Credited Service or your benefit may be reduced if you receive payment of your employee contributions (described under "Payment of Employee Contributions" below).

PAYMENT OF EMPLOYEE CONTRIBUTIONS

No Withdrawal While Employed. If you made contributions to the Plan, you may not withdraw your contributions while you are still employed by the Company, or a related company or any Plan Sponsor as determined by the Committee.

After Employment Ends. If the actuarial present value of your total vested accrued benefit is \$1,000 or less, it will be paid to you as soon as administratively possible in a lump sum payment. If such value is between \$1,001 and \$5,000 and you do not elect to receive benefit payments in the form of an annuity, such value will be automatically rolled over to an individual retirement account designated by the Plan Administrator.

If the value of your vested accrued benefit is more than \$5,000, you may elect to (i) receive immediate payment of the benefit funded by your employee contributions with credited interest in the automatic annuity form that applies to you or in a lump sum payment (if you elect a lump sum payment, your spouse must consent if you are married), or (ii) defer payment until your retirement benefits start. If not paid to you, your contributions, including credited interest, will be used to increase your monthly retirement benefit.

Benefits Before Vesting in Company-Provided Benefit. If you end employment for any reason before you become vested in your Company-provided benefits, your benefit will be based only on the value of your employee contributions plus credited interest.

Effect of Distribution of Employee Contributions with Credited Interest on Later Benefits. If you are not vested in your Company-provided benefits when your employment terminates and you receive a distribution of your employee contributions with credited interest:

- The non-vested Company-provided benefit will be forfeited on the earlier of the date you receive distribution of your employee contributions plus credited interest or you are gone for five years.
- If you are rehired by the Company within five years, the benefit you had earned based on service before you left the Company will be restored to you, reduced by the amount of the benefit that your employee contributions plus credited interest would have funded. You will earn additional vesting credit toward that restored benefit during the period following your rehire.

If you are vested in your Company-provided benefits when your employment terminates and you receive a distribution of your employee contributions with credited interest, you will be entitled to receive a reduced retirement benefit based solely on the Company-provided benefits when your retirement benefits start.

At Retirement Age – Optional Separate Payment of Employee Contributions and Credited Interest Under the terms of the Plan, your contributions plus credited interest are part of your vested retirement benefit and payable in the automatic annuity form that applies to you. If you choose, you may waive (give up) the automatic annuity form and elect to receive the sum of your contributions plus credited interest as a separate lump sum payment. If you are married, your spouse must consent to this choice. If you elect the lump sum payment of your contributions and credited interest, the retirement benefit you may be eligible to receive will be reduced by the amount of the benefit that would have been funded by your contributions.

Upon Death. Your beneficiary will always receive the full value of your contributions to the Plan, if any, plus credited interest, if you die before benefits start.

SURVIVOR BENEFITS ATTRIBUTABLE TO EMPLOYEE CONTRIBUTIONS – SINGLE EMPLOYEES

Before Payments Begin. If you are single and die before your retirement benefit payments begin, no retirement benefits are payable from the Plan except as follows. If you made employee contributions to the Plan before January 1, 2003, and you did not withdraw them from the Plan, your designated beneficiary would receive a single lump sum payment of your contributions plus credited interest remaining in the Plan.

After Payments Begin The only other situation in which survivor benefits would be payable is if you die with a single life annuity form of payment, and the total payments at the time of your death are less than the value of your contributions plus credited interest at the time your payments begin.

SURVIVOR BENEFITS ATTRIBUTABLE TO EMPLOYEE CONTRIBUTIONS – MARRIED EMPLOYEES

Before Payments Begin. If you are married and die before your retirement benefit payments begin, and you did not withdraw your contributions from the Plan, your spouse has the following choice. Your spouse can receive a single lump sum payment of your contributions plus credited interest remaining in the Plan, or have them applied to increase the amount of the monthly survivor benefit under the Plan.

After Payments BeginThe only other situations in which survivor benefits would be payable are:

- If you die with a single life annuity form of payment, and the total payments at the time of your death are less than the value of your contributions plus credited interest at the time your payments began.
- If you and your spouse both die before the amount of payments attributable to your contributions equals the value of your contributions plus credited interest at the time your payments began.

In either of these cases, a lump sum payment of the remainder of the value of your contributions plus credited interest, minus the amount of applicable payments, would be made to your spouse (or your spouse's beneficiary).

MINIMUM PAYMENT AMOUNT

You, or if applicable your spouse or beneficiary, are guaranteed to receive a Plan benefit equal to at least the value of the amount you contributed to the Plan, plus credited interest.

YOUR BENEFICIARY DESIGNATION

Naming Your Beneficiary for Employee Contributions. You name your beneficiary for employee contributions by completing a form available from BEA Benefits. If you are married, you cannot name a beneficiary other than your spouse without your spouse's written consent to the non-spouse beneficiary on that form. Your spouse's consent must be witnessed by a Plan representative or a notary public. A trust cannot be named as your beneficiary. You can change your beneficiary at any time before your death or distribution of your contributions, subject to the same spouse's consent rules, if applicable. If no beneficiary is named or if the designated beneficiary fails to survive you, payment will be made to your surviving children (including adopted children), or if none, your surviving parents, or if none, to your estate.

Keep Your Beneficiary Designation Current. You should be sure that you have a beneficiary designation on file with BEA Benefits. The Plan is required to follow your beneficiary designation, so it is important to keep your designation current. However, if you are married on the date of your death before benefits start, your designation of a beneficiary when you were single will be invalid, unless you had designated the person who is your spouse at the date of

your death. If you become divorced before your benefit payments begin, your former spouse will not be treated as your spouse for Plan purposes unless a qualified domestic relations order provides otherwise.

January 2017