

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

WHEREAS, Battelle Energy Alliance, LLC, CH2M♦WG Idaho, LLC (“CWI”) and Idaho Treatment Group, LLC (“ITG”) (the foregoing entities are referred to as “Plan Sponsors”) previously adopted the Idaho National Laboratory Employee Investment Plan (the “Plan”); and

WHEREAS, in connection with the termination of the contracts between the U.S. Department of Energy (“DOE”) and CWI and ITG respectively effective as of midnight on May 31, 2016 and the award of a single replacement contract by the DOE to Fluor Idaho, LLC (“Fluor”) effective as of June 1, 2016, CWI and ITG each terminated their status as a “Plan Sponsor” of the Plan and Fluor adopted the Plan as a Plan Sponsor for its eligible employees as evidenced by an agreement between CWI, ITG and Fluor dated May 5, 2016; and

WHEREAS, pursuant to Section 13.01 of the Plan, the Board of Managers, or if there is no Board of Managers, the presiding officer of each Plan Sponsor, or his or her properly authorized delegate, may amend the Plan; and

WHEREAS, the Plan Sponsors desire to amend the Plan to reflect the adoption of the Plan by Fluor and the termination of CWI and ITG as Plan Sponsors as provided herein;

NOW, THEREFORE, BE IT RESOLVED, that the Plan, as amended and restated be further amended as follows:

1.

Section 1.02(a) (Plan Purpose) is amended by deleting CH2M♦WG Idaho, LLC and Idaho Treatment Group, LLC as Plan Sponsors effective as of midnight on May 31, 2016 and adding Fluor Idaho, LLC as a Plan Sponsor effective as of June 1, 2016.

2.

Article 2 is hereby amended effective as of June 1, 2016 by deleting the use of the terms and definitions “BEA Participant”, “BEA/BBWI Participant”, “BBWI Participant”, “CWI Participant”, “CWI/BBWI Participant” and “ITG Participant”, and henceforth distinguishing groups of Participants on the basis of whether or not they are accruing benefits in the INL Employee Retirement Plan at the time of determination. However, “BEA/Argonne” shall continue as a special classification for purposes of the Company Profit Sharing Contributions in Section 5.05 and the vesting provisions in Sections 8.02 and 8.03 concerning such Company Profit Sharing Contributions.

3.

Section 2.21 (definition of “Contiguous Non-Covered Service”) is amended by deleting Section 2.21(c) and substituting the following effective as of June 1, 2016 to add Fluor:

“(c) With respect to a Company other than BBWI, BEA, CWI, ITG and Fluor, notwithstanding the prior sentence, if the Plan is operating as a multiple employer plan and an individual transfers from one Affiliated Company to another Affiliated Company in the same Controlled Group, any period of non-Covered Service that immediately precedes or follows that transfer will be deemed to be noncontiguous non-Covered Service consistent with Department of Labor Regulations Section 2530.210(c)(3)(iv)(B).”

4.

Section 2.23 (definition of “Corporate Transfer”) is amended effective as of June 1, 2016 to freeze the application of rules related to Corporate Transfers as to employment transfers on or after June 1, 2016, by the addition of the following:

“(i) The provisions of this Section 2.23 concerning a Corporate Transfer shall not apply to employment transfers on or after June 1, 2016. However, each Plan Sponsor which is a member of a Controlled Group will continue to credit service for vesting and eligibility purposes as required by the Code with respect to a Participant’s service with a member of the Plan Sponsor’s Controlled Group.”

5.

Section 2.31 (definition of Eligible Employee) is amended effective as of June 1, 2016 by the addition of the following to exclude Fluor Employees who participate in the AMWTP Employee Investment Plan:

“(g) Effective as of June 1, 2016, any Employee of Fluor shall be eligible to participate in the Plan, except an Employee who is eligible to participate in the AMWTP Employee Investment Plan adopted effective as of June 1, 2016 by Fluor Idaho, LLC shall not be eligible to participate in the Plan.”

6.

The Plan is amended by the addition of the following Section 2.35A effective as of June 1, 2016:

“2.35A “Fluor” means Fluor Idaho, LLC.

7.

Section 2.36 (definition of Highly Compensated Employee) is amended to allow a Plan Sponsor to use any method permitted by the Code to determine Highly Compensate Employees by deleting the present provision and substituting the following effective as of June 1, 2016:

“2.36 “Highly Compensated Employee” means any Employee who:

- (a) Was a five percent (5%) owner, as defined in Code Section 416(i)(1)(A)(iii), at any time during the Plan Year or the preceding Plan Year; or
- (b) For the preceding Plan Year, received Compensation from the Company and its Controlled Group in excess of the dollar amount described under Code Section 415(d) during the preceding Plan Year as adjusted from time to time, without regard to whether the Employee was in the “top-paid group” of Employees (as defined in regulations under Code Section 414(q)(3)) for such preceding year, provided that for Plan Years beginning on or after October 1, 2015, each Plan Sponsor may separately determine whether or not to use the “top paid group” provision in determining whether a Participant is a Highly Compensated Employee.
- (c) The Highly Compensated Employee group will be determined in accordance with the following definitions and special rules:
 - (i) “Compensation” is Code Section 415(c)(3) compensation, but including elective deferrals as defined in Code Section 402(g)(3) and any other elective salary reductions that are not includible in the gross income of the Employee under Code Section 125, 457, or, effective for Plan Years beginning on and after October 1, 2001, Section 132(f)(4).
 - (ii) A former Employee will be treated as a Highly Compensated Employee if:
 - (1) Such Employee was a Highly Compensated Employee when such Employee incurred a severance; or
 - (2) Such Employee was a Highly Compensated Employee at any time after attaining age fifty-five (55).
 - (iii) Code Sections 414(b), (c), (m), and (o) will be applied before the application of this Section. Also, the term “Employee” will include “leased employees,” within the meaning of Code Section 414(n), unless such leased Employee is covered under a “safe harbor” plan of the leasing organization and not covered under a qualified plan of the Company.”

8.

Section 2.61 (definition of “Plan Sponsor”) is amended effective as of June 1, 2016 by the addition of the following to add Fluor as a Plan Sponsor and delete CWI and ITG as Plan Sponsors:

- “(e) Effective as June 1, 2016, the Plan Sponsors for purposes of ERISA Section 3(16)(B) shall be BEA and Fluor.”

9.

Section 2.76 (definition of “Year of Eligibility Service”) is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

“2.76 “Year of Eligibility Service” means:

- (a) As applied to a Special Employee for purposes of eligibility to participate under Article 3, a Computation Period in which the Special Employee completes one thousand (1,000) or more Hours of Service. A Regular Employee will receive credit for a Year of Eligibility Service in accordance with the rules for determining his or her Years of Vesting Service.
- (b) For purposes of determining if a Special Employee has completed a Year of Eligibility Service, such Employee will receive credit for all periods of Covered Service and Contiguous Non-Covered Service.
- (c) In addition, any service performed by an individual for a member of a Controlled Group that includes the Plan Sponsor which employs the Participant that immediately precedes or follows Covered Service with a Plan Sponsor will be taken into account in computing Years of Eligibility Service, including service with such member of the Controlled Group prior to participating in the Plan.
- (d) An individual’s service with an entity other than a Plan Sponsor or a member of the Plan Sponsor’s Controlled Group will be taken into account for purposes of eligibility to participate in the Plan only to the extent such individual provides appropriate notice of such service to the Plan Administration Committee, or its authorized delegate.”

10.

Section 2.77 (definition of “Year of Vesting Service”) is amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

“2.77 “Year of Vesting Service” means the following service taken into account for vesting purposes:

- (a) A Regular Employee or a Special Employee will receive credit for Years of Vesting Service in accordance with the elapsed time method for the period of time between his or her Employment Commencement Date (or Reemployment Commencement Date) and his or her subsequent Severance Date calculated by taking into account the provisions of clauses (b) through (h) below.

- (b) If an individual incurs a severance due to a quit, discharge or retirement from a Plan Sponsor, or due to a layoff by a Plan Sponsor, or any member of such Plan Sponsor's Controlled Group, other than a severance occurring during a leave of absence as described in Subsection 2.77(c) below, and such individual is subsequently employed by a Plan Sponsor or any member of such Plan Sponsor's Controlled Group within twelve (12) months of his or her severance date (twenty-four (24) months in the case of a layoff), he or she will receive Years of Vesting Service credit for the period between his or her severance date and subsequent employment date, provided, however, that in no event will such credit exceed twelve (12) months, notwithstanding that the period between his or her severance date and subsequent employment by the Plan Sponsor or any member of such Plan Sponsor's Controlled Group exceeds twelve (12) months.
- (c) If an individual is on a leave of absence from a Plan Sponsor that lasts less than one (1) year and incurs a severance during such leave due to a quit, discharge, retirement, or a layoff, the Employee will receive Years of Vesting Service credit for the period between the date that he or she discontinued active employment and his or her severance date. If such individual is later employed by a Plan Sponsor within twelve (12) months of the severance date (twenty-four (24) months in the case of a layoff), he or she will receive Years of Vesting Service credit for the period commencing on his or her severance date and ending on such subsequent employment date, provided, however, that in no event will such credit exceed twelve (12) months notwithstanding that the period between his or her severance date and subsequent employment exceeds twelve (12) months.
- (d) For purposes of the Plan, a Regular Employee's or a Special Employee's Years of Vesting Service will be determined by aggregating all separate periods of Covered Service and Contiguous Non-Covered Service separated by a Break in Service.
- (e) Any service performed by an individual for a member of a Controlled Group which includes the Plan Sponsor which employs a Participant will be taken into account in computing such Participant's Years of Vesting Service, including service with such Controlled Group member before and after participation in the Plan.
- (f) In accordance with rules adopted or approved by the Plan Administration Committee, any service recognized by a Teaming Partner at a time the Teaming Partner was not maintaining the Plan will be taken into account for vesting purposes subject to the following rules:
 - (i) With respect to individuals previously employed by an entity in a Controlled Group that includes Bechtel Group, Inc. or Babcock &

Wilcox Company, prior service credit will be based on the policies of the prior employer; and

- (ii) With respect to individuals previously employed by any Teaming Partner who were employed at the INL immediately prior to being employed by such Teaming Partner, prior service credit will take into account service from their original hire dates at the INL.
- (g) Notwithstanding the above, the Plan Administration Committee may prescribe such rules as it deems to be appropriate regarding the circumstances under which an Employee shall be given credit for his or her service for another DOE-ID Contractor prior to his or her Employment Commencement Date, and shall set forth such rules in an appendix which shall be consistently applied.
- (h) An individual's service with an entity other than a Plan Sponsor or a member of the Plan Sponsor's Controlled Group will be taken into account for vesting purposes under this Section 2.77 only to the extent such individual provides appropriate notice of such service to the Plan Administration Committee, or its authorized delegate."

11.

Section 5.01 ("Company Matching Contributions") is amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

"5.01 Company Matching Contributions.

- (a) Subject to the amendment or termination of the Plan or the discontinuance of contributions hereunder, the limitations of Section 2.31 concerning post-doctorate Employees, the limitations of Articles 16 and 18, and the provisions of this Article 5, the Company will make contributions to the Plan as provided in this Section 5.01 effective June 1, 2016. Company contributions under the Plan on behalf of Participants for periods prior to June 1, 2016 are made in accordance with the provisions of Section 5.01 as in effect prior to such date.
- (b) If a Participant is accruing benefits in the INL Employee Retirement Plan, each payroll period, the Company will contribute an amount equal to sixty percent (60%) of such Participant's After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (and any catch-up contributions described in Subsection 4.03(b)). The maximum amount of such Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions made in any payroll period that are eligible to receive Company Matching Contributions is eight percent (8%) of such Participant's Earnings for such period.

- (c) If the Participant is not accruing benefits in the INL Employee Retirement Plan, each payroll period, the Company will contribute one dollar (\$1.00) for every dollar of such BEA Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (and any catch-up contributions described in Subsection 4.03(b)) not to exceed three percent (3%) of such Participant's Earnings for the payroll period, plus sixty cents (\$.60) for every dollar of such Participant's Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (and any catch-up contributions described in Subsection 4.03(b)) in excess of three percent (3%) and not greater than six percent (6%) of such Participant's Earnings for the payroll period. The provisions of this Subsection 5.01(c) notwithstanding, BEA/Argonne Participants shall not be eligible for Company Matching Contributions.
- (d) Company Matching Contributions will be paid to the Trustee at the same time as the Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (and any catch-up contributions described in Subsection 4.03(b)) to which they relate and may be paid in cash or such other property as such Company may determine.
- (e) The Company Matching Contributions will be allocated among the Investment Funds in the same manner as the corresponding Participant After-Tax Contributions, Participant 401(k) Deferrals and/or Participant Roth 401(k) Contributions (and any catch-up contributions described in Subsection 4.03(b))."

12.

Section 5.05 ("Company Profit Sharing Contributions") is amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

"5.05 Company Profit Sharing Contributions.

- (a) Subject to the amendment or termination of the Plan or the discontinuance of contributions hereunder, the limitations of Section 2.31 concerning post-doctorate Employees, the limitations of Articles 16 and 18, and the provisions of this Article 5, the Company will make contributions to the Plan as provided in this Section 5.05 effective June 1, 2016. Company contributions under the Plan on behalf of Participants for periods prior to June 1, 2016 are made in accordance with the provisions of Section 5.05. as in effect prior to such date.
- (b) Participants who are not accruing benefits under the INL Employee Retirement Plan and who are not covered by Section 5.05(c) shall receive a Company Profit Sharing Contribution to such Participant's Company

Profit Sharing Contributions Account each payroll period in an amount equal to four and two-tenths percent (4.2%) of such Participant's Earnings.

- (c) BEA/Argonne Participants. BEA shall make a nonelective Company Profit Sharing Contribution to a BEA/Argonne Participant's Company Profit Sharing Contributions Account in an amount equal to nine percent (9%) of such Participant's Earnings. All Company Profit Sharing Contributions during a Plan Year shall be allocated to the Company Profit Sharing Contributions Account of each BEA/Argonne Participant within the time period prescribed by the Code.
- (d) Participants who are accruing benefits in the INL Employee Retirement Plan shall not be eligible for Company Profit Sharing Contributions."

13.

Section 8.02 concerning one hundred percent vesting in Company contributions is amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

"8.02 One Hundred Percent (100%) Vesting in Company Matching Contributions Account and Company Profit Sharing Contributions Account. A Participant's interest in his or her Company Matching Contributions Account and, if applicable, a Participant's interest in his or her Company Profit Sharing Contributions Account will become one hundred percent (100%) vested upon the occurrence of the earliest of any of the following events:

- (a) Company Matching Contributions.
 - (i) Completion of five (5) Years of Vesting Service in the case of a Participant who is accruing benefits in the INL Employee Retirement Plan, with interim partial vesting in accordance with Section 8.03.
 - (ii) In the case of a Participant who is not accruing benefits in the INL Employee Retirement Plan, immediately one hundred percent (100%) vested, without regard to such Participant's number of Years of Vesting Service.
- (b) Company Profit Sharing Contributions Account.
 - (i) Completion of three (3) Years of Vesting Service in the case of a Participant who is not accruing benefits in the INL Employee Retirement Plan and is also not a BEA/Argonne Participant.
 - (ii) In the case of a BEA/Argonne Participant, immediately one hundred percent (100%) vested, without regard to such Participant's number of Years of Vesting Service.

- (c) Attainment of Normal Retirement Age while employed in Covered Service or Contiguous Non-Covered Service with a Plan Sponsor or a member of the Plan Sponsor's Controlled Group;
- (d) Satisfaction of the requirements of a Total and Permanent Disability incurred while employed in Covered Service or Contiguous Non-Covered Service with a Plan Sponsor or a member of the Plan Sponsor's Controlled Group;
- (e) Termination of the Plan as to that Participant, pursuant to the rules of Article 15, while employed in Covered Service or Contiguous Non-Covered Service with a Plan Sponsor or a member of the Plan Sponsor's Controlled Group;
- (f) Death while employed in Covered Service or Contiguous Non-Covered Service with a Plan Sponsor or a member of the Plan Sponsor's Controlled Group;
- (g) Layoff for a period of four (4) consecutive weeks; or
- (h) Retirement under the terms of the INL Employee Retirement Plan on his or her Early Retirement Date, his or her Normal Retirement Date, or his or her Late Retirement Date, as those terms are defined in the INL Employee Retirement Plan, provided the Employee is eligible to retire on the date on which his or her employment terminates.
- (i) Solely for the purpose of the vesting provisions in this Article 8, a Participant who dies on or after January 1, 2007 while performing qualified military service as defined in Code Section 414(u) shall be treated as if he or she returned to employment in Covered Service on the date prior to his or her death and will become fully vested as of the date of his or her death in all Company Matching Contributions and his or her Company Profit Sharing Contributions Account."

14.

Section 8.03 concerning partial vesting in Company Matching Contributions and Company Profit Sharing Contributions is amended effective as of June 1, 2016 by deleting the present provision and substituting the following to confirm that the chart applies to Participants who are accruing benefits in the INL Employee Retirement Plan:

"8.03 Partial Vesting in Company Matching Contributions Account and Company Profit Sharing Contributions Account. Prior to the date a Participant acquires a one hundred percent (100%) Vested Interest in his or her Company Matching Contributions Account or Company Profit Sharing Contributions Account in accordance with Section 8.02, each Participant will be vested in a percentage of such Account based on his or her completed Years of Vesting Service, as follows:

(a) Company Matching Contributions:

APPLICABLE ONLY TO PARTICIPANTS ACCRUING BENEFITS IN INL EMPLOYEE RETIREMENT PLAN Completed Years of Vesting Service:	Vested Percentage in Company Matching Contribution
Less than 2 years	0%
At least 2 but less than 3	25%
At least 3 but less than 4	50%
At least 4 but less than 5	75%
5 or more years	100%

Participants who are not accruing benefits in the INL Employee Retirement Plan are one hundred percent (100%) vested in their Company Matching Contribution Account regardless of their Years of Vesting Service.

(b) Company Profit Sharing Contributions:

APPLICABLE ONLY TO PARTICIPANTS WHO ARE NOT ACCRUING BENEFITS IN INL EMPLOYEE RETIREMENT PLAN (OTHER THAN BEA/ARGONNE PARTICIPANTS) Completed Years of Vesting Service:	Vested Percentage in Company Profit Sharing Contribution
Less than 3 years	0%
3 or more years	100%

BEA/Argonne Participants are one hundred percent (100%) vested in their Company Profit Sharing Contributions Account regardless of the Years of Vesting Service.”

15.

Section 12.01(b) (concerning the members of the Plan Administration Committee) is amended by adding the following as of June 1, 2016:

“Effective as of June 1, 2016, the Plan Administration Committee shall consist of an equal number of members representing the two Plan Sponsors respectively. The members of the Plan Administration Committee appointed by the Boards of CWI and ITG (or their authorized delegate) shall be removed from the Plan Administration Committee effective as of May 31, 2016.”

16.

The second paragraph of Section 12.04 (concerning the members of the Plan Investment Committee) is amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

“Effective as of June 1, 2016, the Plan Investment Committee shall consist of an equal number of members representing the two Plan Sponsors respectively. The members of the Plan Investment Committee appointed by the Boards of CWI and ITG (or their authorized delegates) shall be removed from the Plan Investment Committee effective as of May 31, 2016.”

17.

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

IN WITNESS WHEREOF, each Plan Sponsor has caused this Amendment to be executed by its duly authorized officer this 7th day of July, 2016.

FLUOR IDAHO, LLC

By: Frederick A. Hughes
Name: FREDERICK A. HUGHES
Title: PRESIDENT & PROGRAM MANAGER

BATTELLE ENERGY ALLIANCE, LLC

By: Mark T. Peters
Name: Mark T. Peters
Title: Laboratory Director and President