

**AMENDMENT NO. 3 TO THE
IDAHO NATIONAL LABORATORY EMPLOYEE RETIREMENT PLAN
(As Amended and Restated Effective October 1, 2013)**

WHEREAS, Battelle Energy Alliance, LLC (“BEA”), 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 Retirement 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 (the “Agreement”);

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

WHEREAS, the Plan Sponsors desire to amend the Plan to reflect the adoption of the Plan by Fluor and the termination of CWI and ITG as Plan Sponsors, as well as to make certain other changes, all as provided herein;

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

1.

Section 1.2 (Plan Purpose) is amended by deleting CH2M♦WG Idaho, LLC and Idaho Treatment Group, LLC effective as of midnight on May 31, 2016 and adding Fluor Idaho, LLC as a Plan Sponsor effective as of June 1, 2016.

2.

Section 2.19.3 (definition of “Contiguous Non-Covered Service”) is hereby amended by deleting Section 2.19.3 and substituting the following effective as of June 1, 2016:

“2.19.3 With respect to a Company other than Fluor (and ITG for periods prior to June 1, 2016 and after October 1, 2011, and BBWI prior to October 1, 2011) and 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).”

3.

Section 2.21 (definition of “Corporate Transfer”) is hereby 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:

“2.21.9 Notwithstanding any other provision of the Plan limiting the application of rules related to Corporate Transfers, the provisions of this Section 2.21 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 (but not benefit accrual purposes) as required by the Code with respect to a Participant’s service with a member of the Plan Sponsor’s Controlled Group.”

4.

Section 2.31.7 (definition of “Eligible Employee”) is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following exclusion from the definition of Eligible Employee:

“2.31.7 Unless such Employee is hired as a transfer employee directly from another Plan Sponsor and is actively accruing service in the Plan on the date of hire, any Employee who is hired or rehired by BBWI or by CWI on or after May 1, 2005, by ITG on or after October 1, 2011 or by Fluor on or after June 1, 2016.”

5.

The Plan is amended by the addition of the following Section 2.34A effective as of June 1, 2016:

“2.34A “Fluor” means Fluor Idaho, LLC.”

6.

Section 2.54 (definition of “Plan Sponsor”) is hereby amended effective as of June 1, 2016 by the addition of the following:

“2.54.4 Effective as of June 1, 2016 the Plan Sponsors for purposes of ERISA Section 3(16)(B) shall be Battelle Energy Alliance, LLC and Fluor Idaho, LLC.”

7.

Section 2.72.3 (definition of “Year of Eligibility Service”) is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

“2.72.3 Except as provided in Section 6.19 relating to benefits transferred from another plan, a Special Employee shall not receive a Year of Eligibility Service credit for any period of service unless such period is either a period of Covered Service or a period of Contiguous Non-Covered Service. Notwithstanding the prior sentence, any service performed by

an individual for a member of a Controlled Group which includes the Plan Sponsor which employs a Participant shall be taken into account in computing such Participant's Years of Eligibility Service, including service with such member of the Controlled Group prior to participating in the Plan."

8.

Section 2.73.2 (definition of "Year of Vesting Service") is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

"2.73.2 If an individual incurs a severance due to a quit, discharge or retirement from a Company, or due to a layoff by a Company or any member of such Company's Controlled Group, other than a severance occurring during a leave of absence as described in subsection 2.73.3. below, and such individual is subsequently employed by a Company or any member of such Company's Controlled Group within 12 months of his or her severance date (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 12 months, notwithstanding that the period between his or her severance date and subsequent employment by a Company or any member of such Company's Controlled Group exceeds 12 months."

9.

Section 2.73.5.1 is amended effective as of June 1, 2016 by deleting the first sentence and substituting the following:

"Any service performed by an individual for a member of the 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 member of the Controlled Group prior to participating in the Plan."

10.

Section 5.2.7 (concerning "Early Retirement Date") is hereby amended effective as of June 1, 2016, by deleting the present provision and substituting the following:

"5.2.7. Any Participant who (i) has a Vested Right to benefits under this Plan; (ii) is rehired by BEA on or after February 1, 2005, or by BBWI or CWI on or after May 1, 2005, or by ITG on or after October 1, 2011, or by Fluor on or after June 1, 2016, and does not qualify as an Active Participant upon or after such rehire; (iii) did not satisfy the requirements for early retirement benefits under this Section 5.2 upon a Severance prior to such rehire; and (iv) satisfies the requirements for early retirement benefits under this Section 5.2 upon a Severance after such rehire may elect to retire on an Early Retirement Date selected by such Participant in accordance with the applicable provision under this Section 5.2."

11.

Section 6.21 (concerning freezing accruals of certain Highly Compensated Employees) is hereby amended effective as of June 1, 2016 by the addition of the following subsection 6.21.4:

“6.21.4 Effective as of June 1, 2016, a Participant who was previously excluded from participation under this Section 6.21 based on classification as a Highly Compensated Employee of BBWI or ITG shall continue to be excluded from active participation and the accrual of additional Plan benefits following a transfer of employment to another Plan Sponsor.”

12.

The Plan is hereby amended by the addition of the following new Section 7.10 concerning overpayment of Plan benefits:

“7.10 Overpayment of Plan Benefits.”

In the event that a Participant, Beneficiary or estate is paid an amount in excess of the amount such Participant, Beneficiary or estate is actually entitled to receive under the terms of the Plan, the Plan may recover such overpayment (and any deemed interest thereon) as: (i) an offset against up to the entire amount of any payment or payments due after the overpayment is discovered, and/or (ii) as a direct payment from the Participant, Beneficiary or estate, and/or (iii) by a payment to the Plan by the Plan Sponsor. The method for recovery shall be at the discretion of the Plan Administrator.”

13.

Section 11.1.4 (concerning participation and disability) is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following to confirm that certain Participants will not continue to accrue additional Credited Service during a disability period:

“11.1.4 Notwithstanding any provision in the Plan to the contrary, effective on or after: (i) October 1, 2006 with respect to Participants employed by BBWI, (ii) October 1, 2011 with respect to Participants employed by ITG, and (iii) June 1, 2016 with respect to Participants formerly employed by ITG who became employed by Fluor on June 1, 2016, if a Participant named in (i), (ii) or (iii) is deemed to have incurred a Total and Permanent Disability, such Participant shall not continue to accrue additional Credited Service.”

14.

Section 13.1.3 (concerning the members of the Plan Administration Committee) is hereby amended by adding the following to the end of the present provision as of June 1, 2016:

“Effective as of June 1, 2016, the Committee shall consist of an equal number of members representing each Plan Sponsor. Members of the Committee shall be selected by the governing board of the respective Plan Sponsor or its authorized delegate. The members of the

Plan Administration Committee appointed by the Board of Managers of CWI and ITG (or its authorized delegate) shall be removed from the Plan Administration Committee effective as of May 31, 2016.”

15.

The first paragraph of Section 13.3.1 (concerning the members of the Plan Investment Committee) is hereby amended by adding the following to the end of the present provision as of June 1, 2016:

“Effective as of June 1, 2016, the PIC shall consist of an equal number of members representing each Plan Sponsor. Members of the PIC shall be selected by the governing board of the respective Plan Sponsor or its authorized delegate. The members of the PIC appointed by the Board of Managers of CWI and ITG (or its authorized delegate) shall be removed from the PIC effective as of May 31, 2016.”

16.

Section 18.3.6 (concerning appeals) is hereby amended effective as of June 1, 2016 by deleting the present provision and substituting the following:

“ The Committee’s or Reviewing Disability Claim Administrator’s decision on appeal shall be final and binding on all parties. No Claimant shall have more than twelve (12) months following the date a final decision on appeal is made under this Section 18.3 to file a lawsuit challenging such decision.”

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: Fredrick P. Hughes
Name: FREDRICK P. HUGHES
Title: PRESIDENT & PROGRAM MANAGER

BATTELLE ENERGY ALLIANCE, LLC

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