

**AMENDMENT NO. 2 TO THE
IDAHO NATIONAL LABORATORY EMPLOYEE INVESTMENT PLAN
(As Amended and Restated Effective October 1, 2013)**

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

WHEREAS, in connection with a change in contractors at the Idaho National Laboratory, Fluor Idaho, LLC (“Fluor Idaho”) became a sponsor of the Plan for certain of its eligible employees; and

WHEREAS, in addition to the Plan, Fluor Idaho also maintains the AMWTP Employee Investment Plan (the “AMWTP Plan”) for certain of its employees and wishes to amend the Plan to clarify that certain employees of Fluor Idaho will participate in the AMWTP Plan and shall not be eligible to participate in the Plan; and

WHEREAS, the Plan was previously amended to exclude Postdoctoral Researcher Employees of Battelle Energy Alliance, LLC from Company contributions and it is desirable to clarify the application date of such provision; 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

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

1.

Section 2.31 (definition of Eligible Employee) is amended effective as of February 10, 2017 as to Section 2.31(f) and June 1, 2016 as to Section 2.31(g), by restating such section as follows to: (i) exclude Fluor Idaho Employees who are eligible to participate in the AMWTP Employee Investment Plan; and (ii) clarify as of February 10, 2017 that Postdoctoral Researcher Employees of Battelle Energy Alliance, LLC who are categorized as such on or after October 1, 2013 regardless of date of hire shall not be eligible to receive any Company contributions under Article 5 while classified as a Postdoctoral Researcher Employee:

2.31 “Eligible Employee” means an Employee who is performing Covered Service, except the following:

(a) Any Employee who is covered by a collective bargaining agreement to which a Company is a party, unless the collective bargaining agreement provides for coverage under this Plan; provided, however, solely for purposes of applying percentage coverage tests under Code Section 410, to the extent required by Code Section 410, Employees covered by a collective bargaining agreement will be deemed ineligible only if there is evidence that retirement benefits were the subject of good faith bargaining between the Company and the collective bargaining representative, and if less than two percent (2%) of the Employees of the

Company who are covered pursuant to that agreement are professionals as defined in Treasury Regulations Section 1.410(b)-9(g);

(b) Any Employee who is a “leased employee” within the meaning of Code Section 414(n); or

(c) Any person who is recorded on the books and records of a Company as an independent contractor, a worker provided by a temporary staffing agency, and an individual with respect to whom a written agreement governing the relationship between such person and a Company provides in substance that such person will not be an Eligible Employee hereunder. This Subsection (c) will be given effect notwithstanding any classification or reclassification of a person as an employee or common law employee of a Company or as a member of any other category of person not excluded under the preceding provisions of this Section 2.31 by reason of action taken by any tax, or other governmental authority. If a person rendering services to a Company in an excluded category is classified or reclassified by reason of action taken by any tax, or other governmental authority, or by a Company, such individual will continue to be excluded under this Plan unless specifically included hereunder by the terms of an amendment to this Plan or by the terms of a written instrument executed by such person and a Company.

(d) The categories of excluded persons described above in this Section are not mutually exclusive. Certain categories described above may include persons in one or more other categories, with the result that an individual may be excluded under more than one category set forth in this Section.

(e) Unless such Employee is hired as a transfer employee directly from another Plan Sponsor without an interruption in service, any Employee who is hired or rehired by BBWI on or after May 1, 2005, by ITG on or after October 1, 2011, or by Fluor Idaho on or after June 1, 2016 shall not be an Eligible Employee. A direct transfer of a Participant from one Plan Sponsor to another Plan Sponsor, including in connection with a change in a U.S. Department of Energy contractor at the Idaho National Laboratory, shall not result in an interruption in Plan eligibility or participation.

(f) Effective as of February 10, 2017, any Employee of BEA who is categorized as a Postdoctoral Researcher Employee by BEA on or after October 1, 2013, regardless of date of hire, shall be permitted, subject to the provisions of Article 3, to make Participant contributions as provided in Article 4 during the period such Employee is classified as a Postdoctoral Researcher Employee, but shall not be eligible to receive any Company contributions under Article 5 while classified as a Postdoctoral Researcher Employee by BEA. Service with a Plan Sponsor while classified as a Postdoctoral Researcher Employee by BEA shall be recognized and counted the same as for any other Eligible Employee. Once an Eligible Employee is no longer classified as a Postdoctoral Researcher Employee, he or she shall be eligible for Company contributions in accordance with Article 5 and the other provisions of this Section 2.31 and the Plan.

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

2.

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 3 day of April, 2018.

FLUOR IDAHO, LLC

By: Frederick P. Hughes
Name: FREDERICK P. HUGHES
Title: PRESIDENT AND PGRM MGR

BATTELLE ENERGY ALLIANCE, LLC

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

