

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

WHEREAS, Battelle Energy Alliance, LLC, CH2M♦WG Idaho, LLC and Idaho Treatment Group, LLC (together, the "Plan Sponsors") previously adopted the Idaho National Laboratory Employee Retirement Plan (the "Plan"), which Plan was amended and restated effective October 1, 2013; and

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 its properly authorized delegate, may amend the Plan; and

WHEREAS, the Plan Sponsors desire to amend the Plan to provide a lump sum cashout election opportunity for a limited period of time to certain terminated vested Participants who have not commenced payment of their Plan benefits, as further provided herein;

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

1.

Section 2.4 (definition of Actuarial Equivalent) is hereby amended effective as of March 1, 2016 by substituting the following for the current provision:

2.4 "**Actuarial Equivalent.** "Actuarial Equivalent," "Actuarially Reduced," "Actuarially Increased," and "Actuarially Adjusted" shall mean the determination of a benefit having the same value as the benefit which it replaces on any specified date computed and determined with reference to the Actuarial Basis in effect as of such specified date. Notwithstanding the preceding sentence, for purposes of determining the Actuarial Equivalent of the lump sum option and immediate annuity provided in Article 6A, the Actuarial Equivalent of the lump sum option or an immediate annuity shall not take into account the early retirement subsidy for which the Participant may be eligible under Section 6.6, and the Actuarial Equivalent of such options shall be determined using the interest rate and mortality table as provided in such Article 6A."

2.

The Plan is hereby amended by the addition of the following new Article 6A concerning a lump sum cashout option and immediate annuity option for a limited period for certain terminated Participants effective as of March 1, 2016:

ARTICLE 6A.

2016 LUMP SUM WINDOW FOR CERTAIN TERMINATED VESTED PARTICIPANTS

6.1A Scope

This Article 6A supplements the benefit distribution provisions of the Plan including the lump sum distribution options in Section 7.7 which shall be considered separate lump sum distribution options from the window benefit option offered in this Article 6A. This Article 6A provides a “Lump Sum Window Eligible Participant” (as defined in Section 6.2A(c) below) and a “Contractor Change Lump Sum Window Eligible Participant” (as defined in Section 6.2A(d) below) a limited one-time opportunity to make an election to receive his or her retirement benefit under the Plan in the form of a single lump sum payment or an immediate annuity. Such election must be made during the “Lump Sum Window Period” (as defined in Section 6.2A(h) below) in accordance with the election procedures described in Section 6.4A below. This Article 6A applies only to Participants who qualify as Lump Sum Window Eligible Participants or Contractor Change Lump Sum Window Eligible Participants. Payment of a pension benefit to a Lump Sum Window Eligible Participant or a Contractor Change Lump Sum Window Eligible Participant under this Article 6A shall fully satisfy the Plan’s obligation to such Participant.

6.2A Definitions

The following definitions apply for purposes only of this Article 6A:

- (a) Code Section 417(e) Applicable Interest Rate. The “Code Section Applicable 417(e) Interest Rate” shall be the adjusted first, second, and third segment rates published by the Internal Revenue Service as provided in Code section 417(e)(3) for the fourth calendar month (the “look back month”) preceding the Plan Year (the “stability period”) during which a distribution occurs.
- (b) Code Section 417(e) Applicable Mortality Table. The “Code Section Applicable Mortality Table” shall be the applicable mortality table specified in Code section 417(e)(3)(B).
- (c) Lump Sum Window Eligible Participant. A Participant is a “Lump Sum Window Eligible Participant” if such person: (i) is a terminated vested Participant whose Severance from the service of all Plan Sponsors is on or prior to January 31, 2016, (ii) has not been hired or rehired by a Plan Sponsor by the Window Benefit Commencement Date, (iii) is entitled to a retirement benefit from the Plan but has not commenced payment of such Plan benefit as of

the beginning of the Lump Sum Window Period, (iv) is not a Contractor Change Lump Sum Eligible Participant as defined in Section 6.2A(d), and (v) is not otherwise excluded from eligibility to elect a lump sum distribution under this Article 6A.

- (d) Contractor Change Lump Sum Window Eligible Participants. A Contractor Change Lump Sum Window Eligible Participant is a Participant who: (i) is a vested Participant who is employed by either CWI or ITG on April 30, 2016, (ii) terminates employment with either ITG or CWI between May 1, 2016 and May 31, 2016 and is eligible to receive severance benefits from ITG or CWI due either to an involuntary termination of employment with ITG or CWI or the Participant's election to terminate employment with ITG or CWI under a voluntary self-selection workforce restructuring program, (iii) is not hired or rehired by a Plan Sponsor prior to the Benefit Commencement Date applicable to Contractor Change Lump Sum Eligible Participants, (iv) is not a Lump Sum Eligible Participant under Section 6.2A(c), and (v) is not otherwise excluded from eligibility to elect a lump sum distribution under this Article 6A.
- (e) Spouse of Deceased Participant Who Has Not Commenced Survivor Benefits. The Spouse of a deceased Participant who has not commenced receipt of the survivor benefits owed such Spouse shall be a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant as applicable.
- (f) Final List of Lump Sum Window Eligible and Contractor Change Lump Sum Window Eligible Participants. A Participant shall be a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant only if he or she is listed on the final list of Lump Sum Window Eligible Participants or Contractor Change Lump Sum Window Eligible Participants created by Mercer, the Plan actuary, and as approved by the Plan Administrator based on his or her unique identifying information.
- (g) Participants Not Eligible for Lump Sum Payments Under Section 6A. The following terminated vested Participants (or their beneficiaries) shall not be considered Lump Sum Eligible Participants:
 - (1) An LTD Participant or a Participant who is or may be accruing additional benefits under the Plan as a Corporate Transfer as identified on the Plan Administrator's records, or otherwise is or may be accruing additional benefits under Section 6.20 due to consideration of pay or service with another employer in determining the Participant's benefit under this Plan, shall be

excluded from the definition of Lump Sum Eligible Participant.

- (2) Notwithstanding the foregoing, a Participant is not eligible for a lump sum payment as described in this Article 6A if, as of the beginning of the Lump Sum Window Period, his or her retirement benefit is subject to a “domestic relations order” which has not yet been determined to be a “qualified domestic relations order” within the meaning of Code Section 414(p) (“QDRO”), or his or her retirement benefit is subject to a QDRO of any type.
 - (3) An Alternate Payee shall not be eligible for a lump sum payment under this Article 6A.
 - (4) Any Participant who has commenced payment of his or her Plan benefit prior to the beginning of the Lump Sum Window Period shall not be eligible for a lump sum payment under this Article 6A.
- (h) Lump Sum Window Period. The “Lump Sum Window Period” is: (i) the period that begins on June 1, 2016 and ends at 5:00 p.m. Mountain Time on July 18, 2016 for a Lump Sum Window Eligible Participant, and (ii) the period that begins on June 15, 2016 and ends at 5:00 p.m. Mountain Time on August 1, 2016 for Contractor Change Lump Sum Window Eligible Participants.
- (i) Window Benefit Commencement Date. The “Window Benefit Commencement Date” is: (i) August 15, 2016 for Lump Sum Window Eligible Participants, and (ii) September 1, 2016 for Contractor Change Lump Sum Window Eligible Participants.
- (j) Window Pension. The retirement income to which a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant would be entitled under the Plan in the form of a single life annuity at his or her Normal Retirement Date and shall not include any early retirement subsidy under Section 6.6. The retirement income shall include the Participant’s Accumulated Contributions unless the Participant has withdrawn such contributions prior to electing to take the Window Pension, in which case the residual accrued benefit after the withdrawal of contributions will be determined and the lump sum will be calculated based on the residual accrued benefit.

6.3A Time and Amount of Lump Sum Payment

- (a) If a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant elects a lump sum payment

of his or her Window Pension pursuant to this Article 6A during the applicable Lump Sum Window Period, the lump sum payment described in Section 6.3A(b) shall be distributed in a single lump sum payment as soon as practical after the applicable Window Benefit Commencement Date.

- (b) The amount of the lump sum payable to a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant shall be the Actuarial Equivalent present value of such Participant's Window Pension calculated using the Code Section 417(e) Applicable Interest Rate and the Code Section 417(e) Applicable Mortality Table as defined in Section 6.2A.

Section 6.4A Election Procedures and Annuity Alternative

- (a) Election Procedures. An election of a lump sum payment under this Article 6A by a Lump Sum Window Eligible Participant or a Contractor Change Lump Sum Window Eligible Participant must be signed and actually received by the Plan Administrator during the Lump Sum Window Period, using the procedures for making and submitting such election that are expressly authorized by the Plan Administrator for this purpose. In addition, to be effective, such Participant's election that is received within the Lump Sum Window Period must have the written consent of his or her Spouse consistent with Section 2.56, if required, be substantially complete and based on correct factual information, all as determined by the Plan Administrator. If a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant makes a timely but incomplete election, any missing information, including the form for the consent of his or her Spouse, or other supplemental documentation that may be required by the Plan Administrator must be actually received by the Plan Administrator by 5:00 p.m. Mountain Time on August 11, 2016 in the case of a Lump Sum Window Eligible Participant and by 5:00 p.m. Mountain Time on August 25, 2016 in the case of a Contractor Change Lump Sum Window Eligible Participant in order for the election to meet the requirements of this Section 6.4A(a). A Lump Sum Window Eligible Participant will not be entitled to revoke the fully completed election after 5:00 p.m. Mountain Time on July 25, 2016. A Contractor Change Lump Sum Window Eligible Participant will not be entitled to revoke the fully completed election after 5:00 p.m. Mountain Time on August 8, 2016. References to Plan Administrator for purposes of this paragraph shall include references to the Plan Administrator's designee.

(b) Immediate Annuity Alternative.

(1) In addition to the lump sum payment described in Section 6.3A above, a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant who has reached (or will reach) his or her Early Retirement Date as of the Window Benefit Commencement Date shall also be given an opportunity to elect an immediate annuity, which is an alternative to such single lump sum in the same annuity forms of payment and on the same terms and actuarial basis as otherwise available to him under the Plan without this Article 6A.

(2) A Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant who has not reached (and will not reach) his or her Early Retirement Date as of the Window Benefit Commencement Date shall also be given an opportunity to take his or her Window Pension as of the Window Benefit Commencement Date and, if such Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant has a Spouse, such Participant can also elect an immediate 50%, 75% or 100% joint and contingent annuity with the Spouse as the contingent annuitant also as of the Window Benefit Commencement Date. Each such immediate joint and contingent annuity option under this Section 6.4A(b) shall be the actuarial equivalent of such Participant's Window Pension calculated using the Code Section 417(e) Applicable Interest Rate and the Code Section 417(e) Applicable Mortality Table. Such immediate annuity shall be reduced for early commencement using the factors set forth for early commencement in Section 6.8 from his or her Early Retirement Date to the Normal Retirement Date, and the Code Section 417(e) Applicable Interest Rate and the Code Section 417(e) Applicable Mortality Table for any further reductions for commencement prior to his or her Early Retirement Date. To become payable, any annuity alternative available under this Section 6.4A(b) must be elected through an election that meets all of the requirements of subsection (a) above, including consent of the Participant's Spouse, if applicable. The Annuity Starting Date for any annuity alternative under this subsection shall be the Window Benefit Commencement Date.

(c) An election of a lump sum payment or immediate annuity by a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant under this Article 6A is subject to the same written notice requirements and the Spousal

consent requirements that are set forth in Section 2.56. If a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant makes an election prior to the start of the Lump Sum Window Period to commence his or her retirement benefit in an annuity form of payment, but, as of the start of the Lump Sum Window Period, payment of the retirement benefit with respect to such election has not yet commenced in accordance with the operational rules of the Plan, such Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant may revoke such prior election to commence benefits and in lieu thereof, make an election under this Article 6A, if he or she otherwise satisfies the requirements of this Article 6A and follows the procedures and rules for revoking payment elections set forth in the Plan without this Article 6A (applied consistently with ERISA and the Code). If a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant makes a timely election within the applicable Lump Sum Window Period to receive a lump sum payment or immediate annuity as provided in this Article 6A, he or she shall be entitled to revoke his or her election after the end of the Lump Sum Window Period as long as such revocation is received by the Plan Administrator by 5:00 p.m. Mountain Time on July 25, 2016 for a Lump Sum Window Eligible Participant and by 5:00 p.m. Mountain Time on August 8, 2016 for a Contractor Change Lump Sum Window Eligible Participant. A Participant who revokes his or her election shall not thereafter be eligible to elect to receive a lump sum under this Article 6A. If a Lump Sum Window Eligible Participant or Contractor Change Lump Sum Window Eligible Participant does not timely elect to receive a distribution of his or her retirement benefit under this Article 6A or revokes his or her election as permitted under this Article 6A, his or her retirement benefits shall be paid in accordance with the terms and provisions of the Plan without application of this Article 6A.

3.

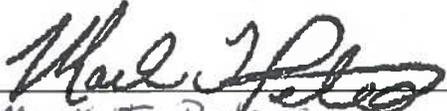
Except as herein amended, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each Plan Sponsor has caused this Amendment to be executed by its duly authorized officer this 31 day of MARCH, 2016.

IDAHO TREATMENT GROUP, LLC

By: 
Name: David J Richardson
Title: President

BATTELLE ENERGY ALLIANCE, LLC

By: 
Name: Mark T. Peters
Title: President

CH2M♦WG IDAHO, LLC

By: 
Name: THOMAS J. DIETER
Title: PRESIDENT/CEO