FLUOR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-16129
(Commission File Number)

33-0927079
(IRS Employer Identification No.)

6700 Las Colinas Blvd.
Irving, Texas
(Address of principal executive offices)

75039
(Zip Code)

Registrant’s telephone number, including area code (469) 398-7000

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<table>
<thead>
<tr>
<th>Title of each class</th>
<th>Trading Symbol(s)</th>
<th>Name of each exchange on which registered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, $.01 par value per share</td>
<td>FLR</td>
<td>New York Stock Exchange</td>
</tr>
</tbody>
</table>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐
**Item 1.01. Entry into a Material Definitive Agreement.**

On July 7, 2020, Fluor Corporation (the “Corporation”) entered into Amendment No. 3 to its existing (i) $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016 among the Corporation, Fluor B.V., BNP Paribas, as Administrative Agent and an Issuing Lender, Bank of America, N.A., as Syndication Agent, Citibank, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Documentation Agents, and the lenders party thereto and (ii) $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016 among the Corporation, Fluor B.V., BNP Paribas, as Administrative Agent and an Issuing Lender, Bank of America, N.A., as Syndication Agent, Citibank, N.A. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Co-Documentation Agents, and the lenders party thereto (each, a “Current Facility,” and such amendments to each of the Current Facilities, the “Amendments”). The Amendments extend the deadline by which the Corporation is required to deliver to the lenders the Corporation’s audited financial statements for the year ended December 31, 2019 and the Corporation’s unaudited financial statements for the quarters ended March 31, 2020 and June 30, 2020 to no later than September 30, 2020. As of July 7, 2020, the Corporation has no amounts drawn on the revolving loans under the Current Facilities.

The foregoing description of the amendments made to the Current Facilities through the execution of the Amendments does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendments, copies of which are filed as exhibits to this Current Report on Form 8-K.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>Amendment No. 3, dated as of July 7, 2020, to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016.</td>
</tr>
<tr>
<td>10.2</td>
<td>Amendment No. 3, dated as of July 7, 2020, to $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016.</td>
</tr>
<tr>
<td>104</td>
<td>Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)</td>
</tr>
</tbody>
</table>
SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 8, 2020

FLUOR CORPORATION

By: /s/ John R. Reynolds
    John R. Reynolds
    Executive Vice President, Chief Legal Officer
THIS AMENDMENT NO. 3 (this “Amendment”) is made as of July 7, 2020 by and among Fluor Corporation, a Delaware corporation (the “Company”), Fluor B.V., a besloten vennootschap met beperkte aansprakelijkheid incorporated under the laws of the Netherlands having its corporate seat (statutaire zetel) in Haarlem, the Netherlands and registered with the Dutch Chamber of Commerce under number 34023348 (the “Dutch Borrower” and, together with the Company, the “Borrowers”), the financial institutions listed on the signature pages hereof and BNP Paribas, as Administrative Agent (the “Administrative Agent”), under that certain $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement, dated as of February 25, 2016, by and among the Borrowers, the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Company has requested that the requisite Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement;

WHEREAS, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. **Amendments to the Credit Agreement.** Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

(a) **Section 5.01(a) of the Credit Agreement** is hereby restated in its entirety as follows:

“(a) **Annual Financial Statements.** As soon as available and in any event within one hundred (100) days after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such fiscal year and the related consolidated statements of earnings and cash flow for such fiscal year, as set forth in the Company’s annual report for the fiscal year then ended as filed with the SEC on form 10-K, setting forth in each case in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of Ernst & Young LLP or other independent public accountants of nationally recognized standing, which report and opinion shall be prepared in a manner acceptable to the SEC and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (provided that solely with respect to the Company’s fiscal year ending on or about December 31, 2019, it is understood and agreed that such financial statements, report and opinion required to be delivered pursuant to this Section 5.01(a) shall instead be required to be delivered by the Company on or prior to September 30, 2020):”
Section 5.01(b) of the Credit Agreement is hereby restated in its entirety as follows:

“(b) **Quarterly Financial Statements.** As soon as available and in any event within fifty-five (55) days after the end of each of the first three (3) quarters of each fiscal year of the Company, an unaudited consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such quarter and the related consolidated statements of earnings and cash flow for such quarter and for the portion of the Company’s fiscal year ended at the end of such quarter, as set forth in the Company’s quarterly report for the fiscal quarter then ended as filed with the SEC on Form 10-Q, all certified by the chief financial officer or the chief accounting officer of the Company that they are (i) complete and fairly present the financial condition of the Company and its Consolidated Subsidiaries as at the dates indicated and the results of their operations and changes in their cash flow for the periods indicated; (ii) disclose all liabilities of the Company and its Consolidated Subsidiaries that are required to be reflected or reserved against under GAAP, whether liquidated or unliquidated, fixed or contingent; and (iii) have been prepared in accordance with GAAP (subject to normal year-end adjustments) (provided that solely with respect to the Company’s (x) fiscal quarter ending on or about March 31, 2020 and (y) fiscal quarter ending on or about June 30, 2020, in each case, it is understood and agreed that such financial statements and certificate required to be delivered pursuant to this Section 5.01(b) shall instead be required to be delivered by the Company on or prior to September 30, 2020);”

2. **Conditions of Effectiveness.** The effectiveness of this Amendment is subject to the conditions precedent that the Administrative Agent shall have received (i) counterparts of this Amendment duly executed by the Borrowers, the Required Lenders and the Administrative Agent and (ii) payment and/or reimbursement of the Administrative Agent’s and its affiliates’ reasonable and documented out-of-pocket fees and expenses (including, to the extent invoiced, reasonable fees and expenses of counsel for the Administrative Agent) in connection with the Loan Documents.

3. **Representations and Warranties of the Borrowers.** Each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as modified hereby constitute legal, valid and binding obligations of such Borrower and are enforceable in accordance with their terms.
As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing, (ii) all representations and warranties of the Company contained in Article IV of the Credit Agreement (other than the representation and warranty of the Company contained in Section 4.04(b) of the Credit Agreement) are and shall be true (except that for purposes of this Section 3(b), the representations and warranties contained in Section 4.04(a) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a) of the Credit Agreement); provided that the representations and warranties in Section 4.04(a) and Section 4.11 of the Credit Agreement are subject to and limited by the Company’s statements (x) contained in their Form 12b-25 filed on March 3, 2020 and May 12, 2020 and (y) contained solely under the heading “SEC Investigation and Form 10-K filing” in their Form 8-K filed on February 18, 2020, and (iii) no default or event of default under any project engineering, procurement, construction, maintenance and related activities and/or contracts of the Company or any of its Subsidiaries shall have occurred and be continuing which could reasonably be expected to materially and adversely affect the ability of any Borrower to perform its obligations under the Loan Documents.

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a Loan Document under (and as defined in) the Credit Agreement.

5. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, e-mailed.pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

FLUOR CORPORATION,
as the Company

By: /s/ James M. Lucas
Name: James M. Lucas
Title: Senior Vice President & Treasurer

FLUOR B.V.,
as the Dutch Borrower

By: /s/ Maurice Kuitems
Name: Maurice Kuitems
Title: Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
BNP PARIBAS,
as Administrative Agent, an Issuing Lender and individually as a Lender

By: /s/ P. Nicholas Rogers
Name: P. Nicholas Rogers
Title: Managing Director

By: /s/ Karim Remtoula
Name: Karim Remtoula
Title: Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Thor O'Connell
Name:   Thor O'Connell
Title:   Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
MUFG BANK, LTD, (formerly known as “THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.”), as an Issuing Lender and individually as a Lender

By: /s/ Samantha Schumacher
Name: Samantha Schumacher
Title: Authorized Signatory

Signature Page to Amendment No. 3 to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
CITIBANK, N.A.,
as a Lender

By: /s/ Millie Schild
Name: Millie Schild
Title: Vice President

Signature Page to Amendment No. 3 to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Frans Braniotis
Name: Frans Braniotis
Title: Managing Director

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
CREDIT AGRICOLE CORPORATE & INVESTMENT BANK, as a Lender

By: /s/ Rose Mary Perez
Name: Rose Mary Perez
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

Signature Page to Amendment No. 3 to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
ING BANK N.V., DUBLIN BRANCH, as a Lender

By: /s/ Sean Hassett
Name: Sean Hassett
Title: Director

By: /s/ Pádraig Matthews
Name: Pádraig Matthews
Title: Director

Signature Page to Amendment No. 3 to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
LLOYDS BANK CORPORATE MARKETS PLC,
as a Lender

By: /s/ Kamala Basdeo
Name: Kamala Basdeo
Title: Assistant Vice President

By: /s/ Tina Wong
Name: Tina Wong
Title: Assistant Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Flour Corporation
STANDARD CHARTERED BANK,
as a Lender

By:  /s/ James Beck
Name: James Beck
Title: Associate Director

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
SUMITOMO MITSUI BANKING CORPORATION,  
as a Lender  
By:  /s/ Michael Maguire  
Name: Michael Maguire  
Title: Managing Director

Signature Page to Amendment No. 3 to  
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement  
dated as of February 25, 2016  
Fluor Corporation
WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Greg Strauss
Name: Greg Strauss
Title: Managing Director

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Rumesha Ahmed
Name: Rumesha Ahmed
Title: Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
U.S. BANK NATIONAL ASSOCIATION,
as a Lender

By:  /s/ James Austin
Name: James Austin
Title: Senior Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

Signature Page to Amendment No. 3 to $1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
INTESA SANPAOLO S.P.A.,
as a Lender

By:  /s/ Javier Richard Cook
Name: Javier Richard Cook
Title: Managing Director

By:  /s/ Jennifer Feldman Facciola
Name: Jennifer Feldman Facciola
Title: Vice President

Signature Page to Amendment No. 3 to
$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Flour Corporation
WESTPAC BANKING CORPORATION,

as a Lender

By:   /s/ Stuart Brown

Name:  Stuart Brown

Title:  Tier Two Attorney

Signature Page to Amendment No. 3 to

$1,800,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016

Fluor Corporation
THIS AMENDMENT NO. 3 (this “Amendment”) is made as of July 7, 2020 by and among Fluor Corporation, a Delaware corporation (the “Company”), Fluor B.V., a besloten vennootschap met beperkte aansprakelijkheid incorporated under the laws of the Netherlands having its corporate seat (statutaire zetel) in Haarlem, the Netherlands and registered with the Dutch Chamber of Commerce under number 34023348 (the “Dutch Borrower” and, together with the Company, the “Borrowers”), the financial institutions listed on the signature pages hereof and BNP Paribas, as Administrative Agent (the “Administrative Agent”), under that certain $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement, dated as of February 25, 2016, by and among the Borrowers, the Lenders and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, the Company has requested that the requisite Lenders and the Administrative Agent agree to certain amendments to the Credit Agreement;

WHEREAS, the Borrowers, the Lenders party hereto and the Administrative Agent have agreed to amend the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers, the Lenders party hereto and the Administrative Agent hereby agree to enter into this Amendment.

1. Amendments to the Credit Agreement. Effective as of the date of satisfaction of the conditions precedent set forth in Section 2 below, the parties hereto agree that the Credit Agreement is hereby amended as follows:

   (a) Section 5.01(a) of the Credit Agreement is hereby restated in its entirety as follows:

   “(a) Annual Financial Statements. As soon as available and in any event within one hundred (100) days after the end of each fiscal year of the Company, a consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such fiscal year and the related consolidated statements of earnings and cash flow for such fiscal year, as set forth in the Company’s annual report for the fiscal year then ended as filed with the SEC on form 10-K, setting forth in each case in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of Ernst & Young LLP or other independent public accountants of nationally recognized standing, which report and opinion shall be prepared in a manner acceptable to the SEC and shall not be subject to any “going concern” or like qualification or exception or any qualification or exception as to the scope of such audit (providing that solely with respect to the Company’s fiscal year ending on or about December 31, 2019, it is understood and agreed that such financial statements, report and opinion required to be delivered pursuant to this Section 5.01(a) shall instead be required to be delivered by the Company on or prior to September 30, 2020);”
Section 5.01(b) of the Credit Agreement is hereby restated in its entirety as follows:

“(b) Quarterly Financial Statements. As soon as available and in any event within fifty-five (55) days after the end of each of the first three (3) quarters of each fiscal year of the Company, an unaudited consolidated balance sheet of the Company and its Consolidated Subsidiaries as of the end of such quarter and the related consolidated statements of earnings and cash flow for such quarter and for the portion of the Company’s fiscal year ended at the end of such quarter, as set forth in the Company’s quarterly report for the fiscal quarter then ended as filed with the SEC on Form 10-Q, all certified by the chief financial officer or the chief accounting officer of the Company that they are (i) complete and fairly present the financial condition of the Company and its Consolidated Subsidiaries as at the dates indicated and the results of their operations and changes in their cash flow for the periods indicated; (ii) disclose all liabilities of the Company and its Consolidated Subsidiaries that are required to be reflected or reserved against under GAAP, whether liquidated or unliquidated, fixed or contingent; and (iii) have been prepared in accordance with GAAP (subject to normal year-end adjustments) (provided that solely with respect to the Company’s (x) fiscal quarter ending on or about March 31, 2020 and (y) fiscal quarter ending on or about June 30, 2020, in each case, it is understood and agreed that such financial statements and certificate required to be delivered pursuant to this Section 5.01(b) shall instead be required to be delivered by the Company on or prior to September 30, 2020);”

2. Conditions of Effectiveness. The effectiveness of this Amendment is subject to the conditions precedent that the Administrative Agent shall have received (i) counterparts of this Amendment duly executed by the Borrowers, the Required Lenders and the Administrative Agent and (ii) payment and/or reimbursement of the Administrative Agent’s and its affiliates’ reasonable and documented out-of-pocket fees and expenses (including, to the extent invoiced, reasonable fees and expenses of counsel for the Administrative Agent) in connection with the Loan Documents.

3. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants as follows:

(a) This Amendment and the Credit Agreement as modified hereby constitute legal, valid and binding obligations of such Borrower and are enforceable in accordance with their terms.
(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default has occurred and is continuing,
(ii) all representations and warranties of the Company contained in Article IV of the Credit Agreement (other than the representation and warranty of the Company contained in Section 4.04(b) of the Credit Agreement) are and shall be true (except that for purposes of this Section 3(b), the representations and warranties contained in Section 4.04(a) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 5.01(a) of the Credit Agreement); provided that the representations and warranties in Section 4.04(a) and Section 4.11 of the Credit Agreement are subject to and limited by the Company’s statements (x) contained in their Form 12b-25 filed on March 3, 2020 and May 12, 2020 and (y) contained solely under the heading “SEC Investigation and Form 10-K filing” in their Form 8-K filed on February 18, 2020, and (iii) no default or event of default under any project engineering, procurement, construction, maintenance and related activities and/or contracts of the Company or any of its Subsidiaries shall have occurred and be continuing which could reasonably be expected to materially and adversely affect the ability of any Borrower to perform its obligations under the Loan Documents.

4. Reference to and Effect on the Credit Agreement.

(a) Upon the effectiveness hereof, each reference to the Credit Agreement in the Credit Agreement or any other Loan Document shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Each Loan Document and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a Loan Document under (and as defined in) the Credit Agreement.

5. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, e-mailed.pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Pages Follow]
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

FLUOR CORPORATION,

as the Company

By: /s/ James M. Lucas  
Name: James M. Lucas  
Title: Senior Vice President & Treasurer

FLUOR B.V.,

as the Dutch Borrower

By: /s/ Maurice Kuitems  
Name: Maurice Kuitems  
Title: Vice President

Signature Page to Amendment No. 3 to $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016  
Fluor Corporation
Signature Page to Amendment No. 3 to $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016
Fluor Corporation
BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Thor O'Connell
Name: Thor O'Connell
Title: Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
MUFG BANK, LTD, (formerly known as “THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.”),
as an Issuing Lender and individually as a Lender

By: /s/ Samantha Schumacher
Name: Samantha Schumacher
Title: Authorized Signatory

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
CITIBANK, N.A.,
as a Lender

By: /s/ Millie Schild
Name: Millie Schild
Title: Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
THE BANK OF NOVA SCOTIA,
as a Lender

By: /s/ Frans Braniotis
Name: Frans Braniotis
Title: Managing Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
CREDIT AGRICOLE CORPORATE & INVESTMENT BANK,
as a Lender

By: /s/ Rose Mary Perez
Name: Rose Mary Perez
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
ING BANK N.V., DUBLIN BRANCH,
as a Lender

By: /s/ Sean Hassett
Name: Sean Hassett
Title: Director

By: /s/ Pádraig Matthews
Name: Pádraig Matthews
Title: Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
LLOYDS BANK CORPORATE MARKETS PLC,
as a Lender

By: /s/ Kamala Basdeo
Name: Kamala Basdeo
Title: Assistant Vice President

By: /s/ Tina Wong
Name: Tina Wong
Title: Assistant Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
STANDARD CHARTERED BANK,
as a Lender

By: /s/ James Beck
Name: James Beck
Title: Associate Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
SUMITOMO MITSUI BANKING CORPORATION, as a Lender
By: /s/ Michael Maguire
Name: Michael Maguire
Title: Managing Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Greg Strauss
Name: Greg Strauss
Title: Managing Director

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
HSBC BANK USA, NATIONAL ASSOCIATION,  
as a Lender

By: /s/ Rumesha Ahmed  
Name: Rumesha Ahmed  
Title: Vice President

Signature Page to Amendment No. 3 to  
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement  
dated as of February 25, 2016  
Fluor Corporation
U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ James Austin
Name: James Austin
Title: Senior Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
GOLDMAN SACHS BANK USA,
as a Lender

By: /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
INTESA SANPAOLO S.P.A.,

as a Lender

By: /s/ Javier Richard Cook
Name: Javier Richard Cook
Title: Managing Director

By: /s/ Jennifer Feldman Facciola
Name: Jennifer Feldman Facciola
Title: Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
WESTPAC BANKING CORPORATION,
as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Tier Two Attorney

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation
REGIONS BANK,  
as a Lender

By: /s/ Derek Miller   
Name:  Derek Miller   
Title:  Director

Signature Page to Amendment No. 3 to $1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement dated as of February 25, 2016  
Fluor Corporation
COMERICA BANK,
as a Lender

By: /s/ John Smithson
Name: John Smithson
Title: Vice President

Signature Page to Amendment No. 3 to
$1,700,000,000 Amended and Restated Revolving Loan and Letter of Credit Facility Agreement
dated as of February 25, 2016
Fluor Corporation