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*Proposed Attorneys for Debtors
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*Proposed Attorneys for Debtor
Toshiba Nuclear Energy Holdings (UK) Ltd.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
WESTINGHOUSE ELECTRIC COMPANY	:	Case No. 17-10751 (MEW)
LLC, et al.,	:	
	:	
	:	
Debtors.¹	:	(Jointly Administered)
	:	
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NOTICE OF FILING OF PROPOSED FINAL DIP ORDER

On March 29, 2017, Westinghouse Electric Company LLC, and certain of its debtor affiliates, as debtors and debtors-in-possession (collectively, the “**Debtors**”), filed the *Motion of Debtors Pursuant to 11 U.S.C. §§ 362, 363, 364, 507, and 105 and Fed. R. Bankr. P.*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.



2002, 4001, 6003, 6004 and 9014 for Interim and Final Orders (I) Authorizing the Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Scheduling a Final Hearing [ECF No. 19] (the “**DIP Motion**”).²

On March 30, 2017, a hearing was held to consider the relief requested in the DIP Motion on an interim basis before the Hon. Michael E. Wiles, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 617, New York, New York 10004 (the “**Bankruptcy Court**”), and an order granting the relief requested in the DIP Motion was entered and approved [ECF No. 86] (the “**Interim DIP Order**”). A hearing to consider the DIP Motion on a final basis is scheduled to take place on **May 23, 2017 at 11:00 a.m. (prevailing Eastern Time)** (the “**Hearing**”) before the Bankruptcy Court.

PLEASE TAKE NOTICE that annexed hereto as **Exhibit A** is a proposed form of final order approving the DIP Motion (the “**Proposed Final DIP Order**”), without exhibits, to be presented by the Debtors at the Hearing.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit B** is a blackline of the Proposed Final DIP Order against the Interim DIP Order.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the DIP Motion.

PLEASE TAKE FURTHER NOTICE that the Proposed Final DIP Order may be revised or amended prior to the Hearing, or on the record at the Hearing without further notice.

Dated: May 22, 2017
New York, New York

/s/ Garrett A. Fail
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*Proposed Attorneys for Debtor
Toshiba Nuclear Energy Holdings (UK)
Limited*

Exhibit A

Proposed Final DIP Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re :
: **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
: **(Jointly Administered)**
Debtors.¹ : **Re: Docket Nos. 19, 86**
: **Re: Docket Nos. 19, 86**
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FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN SENIOR SECURED, SUPERPRIORITY, POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY CLAIMS PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 362, 363, 364 AND 507, BANKRUPTCY RULES 2002, 4001, 6004, AND 9014 AND LOCAL RULE 4001-2 AND (III) GRANTING RELATED RELIEF

Upon the motion, dated March 29, 2017 (the “**Motion**”), of Westinghouse Electric Company LLC, a Delaware limited liability company (“**WEC LLC**” or the “**Borrower**”) along with the debtors and debtors in possession in the above-captioned cases (collectively with the Borrower, the “**Debtors**” and together with the non-Debtor affiliates, the “**Company**”) seeking, pursuant to sections 105, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and the local rules for the United States Bankruptcy Court for the Southern District of New

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

York (the “**Local Bankruptcy Rules**”), entry of an interim order (the “**Interim Order**”) [Docket No. 88] and a final order (the “**Final Order**” together, the “**Financing Orders**”):

(i) authorizing and ratifying the Borrower’s execution and entry into that certain senior-secured, superpriority debtor-in-possession new money term loan facility in an aggregate principal amount not to exceed \$800,000,000 (together with the Letter of Credit Facility (as defined below), the “**DIP Facility**”) ² from Apollo Investment Corporation, AP WEC Debt Holdings LLC, Midcap Financial Trust, Amundi Absolute Return Apollo Fund PLC, Ivy Apollo Strategic Income Fund and Ivy Apollo Multi Asset Income Fund (collectively, “**Apollo**” or the “**Initial Lender**”) and the other banks, financial institutions or institutional lenders that may be identified by Apollo from time to time in consultation with the Company (collectively, together with the L/C Issuer (as defined below), the “**Lenders**”) and with Citibank, N.A. as administrative agent (in such capacity, and together with its permitted successors and assigns, the “**Administrative Agent**”) and as collateral agent (in such capacity, and together with its permitted successors and assigns, the “**Collateral Agent**”, and together with the Administrative Agent, the “**Agents**”);

(ii) authorizing the Credit Parties (as such term is defined in the DIP Credit Agreement defined below) ³ to obtain term loans under the DIP Facility (all such loans, whether on an interim or final basis, the “**DIP Loans**”) on an interim basis pursuant to the terms and conditions of the term sheet attached as Exhibit 1 to the Interim Order (the “**Term Sheet**”) and, authorizing and ratifying on a final basis the Credit Parties’ execution

² Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Term Sheet or the DIP Credit Agreement as applicable.

³ For the avoidance of doubt, the Debtors are the Credit Parties and visa versa and the terms are used interchangeably herein.

and delivery of that certain loan agreement in substantially the form of **Exhibit A** attached to this Final Order (the “**DIP Credit Agreement**”), on a several and joint basis, in each case for use in accordance with the rolling 13-week cash flow forecast which was attached to the Interim Order as **Exhibit 2** (as may be amended in accordance with the terms of the DIP Credit Agreement, the “**Budget**”), (1) during the period (the “**Interim Period**”) from the date of the initial extension of credit (the “**DIP Closing**”; and the date on which the DIP Closing occurs, the “**DIP Closing Date**”) under the DIP Facility, through and including the earlier to occur of (x) the date of entry of this Final Order (defined below) by this Court and (y) the Termination Date (as defined in the DIP Credit Agreement), in an aggregate principal amount not to exceed \$350,000,000 at any time outstanding (the “**Interim DIP Term Loans**”) and (2) upon the entry of this Final Order and satisfaction of all applicable conditions precedent under the DIP Credit Agreement in accordance therewith (the “**Final Term Funding Date**”) until the Termination Date, in an aggregate principal amount (together with the Interim DIP Term Loans) not to exceed \$800,000,000, *provided, that up to \$225,000,000 of such new money funding may be used to back-stop a letter of credit facility (the “**Letter of Credit Facility**”) with Citigroup Global Markets Inc., as issuing bank (in such capacity, and together with its permitted successors and assigns, the “**L/C Issuer**”) on the terms described in the Term Sheet, the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents (as defined below);*

(iii) authorizing each of the Credit Parties, other than the Borrower (such Credit Parties other than the Borrower, the “**Guarantors**”) to jointly and severally guarantee on a secured basis the DIP Loans and the DIP Obligations (as defined below) including the

Borrower's and the other Credit Parties' obligations in respect of the DIP Facility (including the Letter of Credit Facility);

(iv) authorizing and ratifying the Credit Parties' execution and delivery of the Term Sheet (as defined below), the DIP Credit Agreement and other final documentation, each (including the DIP Credit Agreement) in form and substance acceptable to the Initial Lender and consistent with the terms of the DIP Credit Agreement, including security agreements, deposit account control agreements, pledge agreements, mortgages, guaranties, promissory notes, and other customary documents, whether upon entry of the Interim Order or this Final Order, as applicable (the Term Sheet collectively, with the DIP Credit Agreement and such other final documentation, the "**DIP Loan Documents**" and all loans, advances, extensions of credit, financial accommodations, guarantees, fees, expenses and other liabilities, and all other obligations (including indemnities and similar obligations) under the DIP Loan Documents, collectively, the "**DIP Obligations**"), which final documents shall be in form and substance acceptable to the Initial Lender and filed with the Bankruptcy Court;

(v) authorizing the Credit Parties to advance DIP Facility proceeds to the parties listed on Schedule 2 attached to the Term Sheet and any other party that becomes an "Additional Borrower" (collectively, the "**Intercompany Borrowers**"), pursuant to an intercompany revolving loan (the "**Intercompany Facility**") under the Amended and Restated Liquidity Facility Agreement (the "**Liquidity Facility Agreement**") attached as **Exhibit B** hereto, subject to the caps and other terms and conditions set forth herein, in the Term Sheet, the Interim Order, the DIP Credit Agreement, as applicable, and in the other DIP Loan Documents;

(vi) authorizing and ratifying the Debtors' execution and delivery of the Term Sheet, and subject to entry of this Final Order, the DIP Credit Agreement and the DIP Loan Documents and to perform such other and further acts as may be necessary, desirable, or appropriate in connection therewith;

(vii) granting to the Agents for the benefit of the Lenders (collectively, the "**DIP Secured Parties**"), in respect of their respective DIP Obligations allowed superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code, and automatically perfected liens on and security interests in all assets and property of the Borrower and the Debtors (now owned or hereafter acquired) pursuant to Sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, in each case as and to the extent set forth in the Term Sheet, the Financing Orders, the DIP Credit Agreement, the other DIP Loan Documents and the Liquidity Facility Agreement, and, with the exception of the L/C Cash Collateral (as defined below) subject to the Carve-Out (defined below);

(viii) authorizing and directing the Debtors to pay to the Agents, arrangers and Lenders all fees, costs and expenses due to the Lender Parties and Agents pursuant to the Term Sheet, the Interim Order, the DIP Credit Agreement and related fee letters (the "**Fee Letters**") or other DIP Loan Documents;

(ix) waiving the right to surcharge against Collateral pursuant to section 506(c) of the Bankruptcy Code on a final basis;

(x) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the Term Sheet, DIP Facility, the DIP Credit Agreement, the Financing Orders, the other DIP Loan Documents or the Liquidity Facility Agreement;

(xi) scheduling a final hearing (the “**Final Hearing**”) to consider entry of this Final Order granting the relief requested in the Motion on a final basis and approving the form of notice with respect to the Final Hearing and the transactions contemplated by the Motion; and

(xiii) waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order and providing for the immediate effectiveness of this Final Order.

The Court having held an interim hearing (the “**Interim Hearing**”) on March 30, 2017 and having entered the Interim Order that, among other things, authorized the Debtors to (a) enter into the Term Sheet and the DIP Credit Agreement with the Initial Lender and to obtain Interim DIP Term Loans and issue letters of credit under the Letter of Credit Facility on a senior secured, superpriority claim basis and (b) scheduled the Final Hearing to consider entry of this Final Order authorizing the balance of the borrowings under the DIP Loan Documents and granting the other relief sought in the Motion on a final basis, as set forth in the Motion, the DIP Loan Documents and this Final Order.

On April 7, 2017, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “**Committee**”) pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 160].

Upon the record made (a) by the Motion and the exhibits attached thereto, (b) the *Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York* (the “**First Day Declaration**”) [Docket No. 4] and the *Declaration of Mark Buschmann in Support of Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II)*

Granting Liens and Superpriority Claims, and (III) Scheduling a Final Hearing (the “**DIP Declaration**”) [Docket No. 20], and (c) the testimony and evidence at the Interim Hearing and the Final Hearing, and after due deliberation and consideration of all objections or responses to the Motion, and for good and sufficient cause therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁴

A. **Jurisdiction and Venue.** The Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the chapter 11 cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion and granted in the Financing Orders are sections 105, 361, 362, 363, 364 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and the Local Rules.

B. **Notice.** Notice of the Interim Hearing, the Final Hearing and the relief requested in the Motion has been provided by the Debtors, by telecopy, email, overnight courier and/or hand delivery, to: (a) the Office of the U.S. Trustee for the Southern District of New York (the “**U.S. Trustee**”); (b) counsel to Apollo; (c) counsel to the Agents and L/C Issuer (d) counsel to the Committee; (e) the U.S. Attorney for the Southern District of New York; (f) counsel to Toshiba Corporation; (g) the parties listed in the consolidated list of thirty (30) largest unsecured creditors filed by the Debtors in these chapter 11 cases; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all lessors under any material real property leases;

⁴ The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

(k) any federal, state or local environmental or similar regulatory agencies in jurisdictions in which the Debtors operate; (l) all parties requesting notice pursuant to Bankruptcy Rule 2002; and (m) all other parties asserting a lien on, or a security interest in, the assets of the Debtors to the extent reasonably known to the Debtors (collectively, the “**Notice Parties**”). Under the circumstances, such notice of the Interim Hearing, the Final Hearing and the relief requested in the Motion constitutes due, sufficient and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c), and the Local Bankruptcy Rules.

C. **No Control.** None of the Agents or the other DIP Secured Parties are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the Term Sheet, the Financing Orders, the DIP Facility, the DIP Credit Agreement, the other DIP Loan Documents or the Liquidity Facility Agreement.

D. **No Claims or Causes of Action.** As of the date hereof, there exist no claims or causes of action against the Agents or the other DIP Secured Parties with respect to, in connection with, related to, or arising from the Financing Orders, the Term Sheet, the DIP Credit Agreement, the other DIP Loan Documents or the Liquidity Facility Agreement that may be asserted by the Debtors or, to the Debtors’ knowledge, any other person or entity.

E. **Immediate Need for Postpetition Financing.** The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Bankruptcy Rules. Good cause has been shown for immediate entry of this Final Order pursuant to such rules. An immediate need exists for the Debtors to obtain funds and liquidity in order to, as the case may be, continue operations, to pay the costs and expenses

of administering the chapter 11 cases, and to administer and preserve the value of their businesses and estates. The ability of the Debtors to finance their operations, to preserve and maintain the value of their assets and to maximize the return for all creditors requires the availability of the DIP Facility. In the absence of the availability of such funds and liquidity in accordance with the terms hereof, the continued operation of the Debtors' and the Intercompany Borrowers' businesses would not be possible, and serious and irreparable harm to the Debtors and their estates and creditors would occur. Thus, the ability of the Debtors to preserve and maintain the value of their assets and maximize the return for creditors requires the availability of working capital from the DIP Facility.

F. **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain: (a) adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense or (b) credit for money borrowed with priority over any or all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code, and have only been able to obtain credit for money borrowed that is secured by a lien on property of the estate that is not otherwise subject to a lien and that is secured by a junior lien on property of the estate which is subject to a lien. The Debtors have also been unable to obtain credit for borrowed money without granting the DIP Liens and the DIP Superpriority Claims (each as defined below) to (or for the benefit of) the DIP Secured Parties. Moreover, the Debtors were unable to obtain financing from sources other than the Lenders on more favorable terms and conditions than the terms and conditions of the DIP Facility.

G. **Extension of Financing.** The DIP Secured Parties have indicated a willingness to provide financing to the Credit Parties in accordance with the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (including the

Budget) and subject to (i) the entry of this Final Order (ii) approval and ratification of the Debtors' entry into the Term Sheet and the DIP Credit Agreement and each of their respective terms, and (iii) findings by this Court that such financing is essential to the Debtors' estates (and the continued operation of the Debtors), that the DIP Secured Parties are good faith financiers, and that the DIP Secured Parties' claims, superpriority claims, security interests and liens and other protections granted pursuant to and in connection with the Financing Orders and the DIP Facility (including the DIP Superpriority Claims and the DIP Liens), will not be affected by any subsequent reversal, modification, vacatur, stay or amendment of, as the case may be, the Financing Orders or any other order, as provided in section 364(e) of the Bankruptcy Code.

H. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The Term Sheet, the DIP Facility and the DIP Loan Documents result from a competitive process the Debtors, along with their advisors, conducted to select the best available financing under the circumstances. The Term Sheet, the DIP Credit Agreement, DIP Facility, the other DIP Loan Documents and the Liquidity Facility Agreement were negotiated in good faith and at arm's length among the Credit Parties and the Lenders. The terms and conditions of the Term Sheet, the DIP Facility, the DIP Credit Agreement, the other DIP Loan Documents and the Liquidity Facility Agreement, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and consideration;

(ii) all obligations incurred, payments made, and transfers or grants of security set forth in the Financing Orders, the Term Sheet, the DIP Credit Agreement, the other DIP Loan

Documents and the Liquidity Facility Agreement by any Credit Party are granted to or for the benefit of the Credit Parties for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby; and

(iii) the use of the proceeds that were or may be extended under the Financing Orders, the Term Sheet, the DIP Credit Agreement, the DIP Facility and the other DIP Loan Documents (including the Letter of Credit Facility) are deemed to be extended by the DIP Secured Parties in good faith and for valid business purposes and uses, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns of each) are entitled to the full protection and benefits of section 364(e) of the Bankruptcy Code whether or not the Financing Orders or any provision thereof are vacated, reversed or modified, on appeal or otherwise.

I. **Section 506(c).** The DIP Secured Parties are entitled to the benefits of, and shall receive a waiver of, the provisions of section 506(c) of the Bankruptcy Code.

J. **Relief Essential; Best Interest.** The relief requested in the Motion (and provided in the Financing Orders) is necessary, essential and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their assets and property. It is in the best interest of the Debtors' estates that the Debtors be allowed to enter into the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (and entry into such documents is ratified), to incur the DIP Obligations and to grant the liens and claims contemplated by the Term Sheet, the DIP Credit Agreement, in the Financing Orders and under the DIP Loan Documents to the DIP Secured Parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Motion Granted.** The Motion is granted on a final basis in accordance with the terms and conditions set forth in the Financing Orders. Any objections to the Motion with respect to entry of this Final Order to the extent not withdrawn, waived or otherwise resolved, and all reservation of rights included therein, are hereby denied and overruled.

2. **DIP Facilities.**

(a) **DIP Obligations, etc.** The Debtors are expressly and immediately authorized and empowered to enter into the Term Sheet, the DIP Credit Agreement, the other DIP Loan Documents, and the Liquidity Facility Agreement, and their entry into such agreements is hereby ratified, and to incur and to perform the DIP Obligations in accordance with and subject to the Financing Orders, the Term Sheet, the DIP Credit Agreement the other DIP Loan Documents, and the Liquidity Facility Agreement, to enter into, execute and/or deliver all the DIP Loan Documents and all other instruments, certificates, agreements and documents, and to take all actions, which may be required or otherwise necessary for the performance by the Credit Parties under the Term Sheet, the DIP Credit Agreement, the other DIP Loan Documents and the creation and perfection of the DIP Liens described and provided for herein and therein. The Credit Parties are hereby authorized and directed to pay, without further court order, all principal, interest, fees, costs and expenses (whether arising pre- or post-petition), indemnities and other amounts described herein, in the Term Sheet, the DIP Credit Agreement, the Fee Letters, or in the other DIP Loan Documents as such shall accrue and become due hereunder or thereunder. The Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents and all DIP Obligations represent, constitute and evidence, as

the case may be, valid and binding, joint and several, obligations of the Credit Parties, enforceable against the Credit Parties, their estates and any successors thereto in accordance with their terms. All obligations incurred, payments made, and transfers or grants of security set forth in the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents by any Credit Party are granted to or for the benefit of the Debtors for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby. No obligation or guarantee incurred or made, payment made, transfer or grant of security set forth in the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, in each case whether pre or post-petition, by any Credit Party as approved under the Financing Orders shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim. The term of the DIP Facility commenced on the date of entry of the Interim Order and shall end on the Termination Date, subject to the terms and conditions set forth in the Financing Orders, the Term Sheet, the DIP Credit Agreement or in the other DIP Loan Documents, including the protections afforded a party acting in good faith under section 364(e) of the Bankruptcy Code.

(b) **Authorization to Borrow, etc.** In order to continue to operate the Company's businesses, subject to the terms and conditions of the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (including the Budget), on a final basis:

- i. the Borrower is hereby authorized to borrow under the DIP Facility and request letters of credit under the Letter of Credit Facility, and the

Guarantors are authorized to guarantee repayment of (x) such DIP Obligations in respect of the DIP Facility, up to an aggregate principal amount (including the Interim DIP Term Loans) of \$800,000,000 and (y) any DIP Obligations up to an aggregate principal amount (including amounts incurred under the Interim Order) of \$225,000,000 in respect of letters of credit under the Letter of Credit Facility incurred pursuant to, and in accordance with, the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents;

- ii. the Borrower and the other Credit Parties are authorized to advance funds, including proceeds from the DIP Facility, to the Intercompany Borrowers, pursuant and subject to the terms of (i) an agreement reached between the Debtors and the Committee on May 22, 2017 (the “**Protocol**”), and with respect only to Intercompany Borrowers (ii) the Intercompany Facility (a) upon completion of the Initial Funding G&C Requirements, in an aggregate amount of up to \$300 million of such Intercompany Facility, including in the form of letters of credit issued to support obligations of Intercompany Borrowers in the aggregate amount up to \$50 million under the Letter of Credit Facility and (b) subject to the completion of the remaining G&C Requirements, in an additional aggregate amount of up to \$75 million of such Intercompany Facility, including in the form of letters of credit issued to support obligations of Intercompany Borrowers in the aggregate amount up to

\$25 million under the Letter of Credit Facility (for the avoidance of doubt, the maximum amount of the Intercompany Facility shall be \$375 million);

- iii. the obligations of the Intercompany Borrowers under the Intercompany Facility—including the payment of principal, interest, and fees—are unconditionally and absolutely guaranteed (which guarantee is limited recourse to the proceeds of the Pledged Shares (as defined below)) by Debtor Toshiba Nuclear Energy Holdings (UK) Ltd. (“**TNEH UK**” and the guaranty, the “**TNEH UK Secured Guaranty**”) and TNEH UK has granted a senior, first priority lien or security interest in all of its assets, and a pledge of the equity interests in Westinghouse Electric UK Holdings Ltd. (the “**Pledged Shares**”), to secure the obligations of the Intercompany Borrowers under the Intercompany Facility, and such guaranty and pledge are deemed in effect pursuant to the terms of the Financing Orders; and
- iv. the obligations of the Intercompany Borrowers under the Intercompany Facility shall, subject to local law limitations, regulatory consents and requirements, corporate benefit, financial assistance, existing contractual restrictions/prohibitions and other limitations to be agreed among the Intercompany Borrowers and the Lenders, be (a) guaranteed by each Intercompany Borrower and (b) secured by the assets of such Intercompany Borrowers, in each case, to the extent permitted by the applicable local jurisdiction requirements and as set

forth on Schedule 5 to the Liquidity Facility Agreement (the “**G&C Requirements**”).

(c) **Collateral.** The Collateral shall (1) exclude causes of actions for preferences, fraudulent conveyances, and other avoidance power claims under Sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code (the “**Avoidance Actions**”) and any proceeds thereof, (2) exclude claims and causes of action against the Debtors’ directors, officers, insiders and Toshiba, and any proceeds thereof; (3) exclude any assets and property owned by third-parties that are in the possession of the Credit Parties and (4) exclude the real property located at 401 River Terminal in Chattanooga, Tennessee and any other real property leased or owned by the Debtors in fee simple not listed on Schedule 3.7 of the DIP Credit Agreement (together with the real property located at 401 River Terminal in Chattanooga, Tennessee, the “**Excluded Real Property**”) until such time as the Collateral Agent determines that the Excluded Real Property (i) has sufficient flood insurance coverage to satisfy the flood insurance requirements of the Federal Emergency Management Agency (“**FEMA**”) or (ii) is not located in a flood zone or (iii) otherwise is not subject to FEMA’s flood insurance requirements; (5) exclude amounts in the Utility Deposit Account (as such term is defined in the *Final Order Pursuant to 11 U.S.C. §§ 105(a) and 366 (I) Approving Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service* (Docket No. 369)); and (6) be subject to any other limitations expressly set forth in the DIP Credit Agreement and the Financing Orders.

(d) **DIP Liens and TNEH UK Secured Guaranty Liens.** Effective when the Interim Order was entered, and ratified and continuing with the entry of this Final Order, in

each case subject only to the Carve-Out (with the exception of the L/C Cash Collateral) as set forth more fully herein, the Collateral Agent, for the benefit of the DIP Secured Parties and in order to secure the DIP Obligations, is granted, pursuant to Bankruptcy Code Sections 364(c)(2) and 364(c)(3), the security interests and liens set forth in the Term Sheet, the DIP Credit Agreement and the DIP Loan Documents, which are immediately valid, binding, fully perfected, continuing, enforceable and non-avoidable (all liens and security interests granted to the Collateral Agent for the benefit of the DIP Secured Parties in respect of the DIP Obligations under the DIP Facility, the Term Sheet, the Financing Orders and the other DIP Loan Documents collectively, the “**DIP Liens**”). The Letter of Credit Facility shall be secured solely by the amounts on deposit (including all investment property, financial assets, interest, dividends and instruments arising out of, or received from, any investments made in respect of such amounts) in the L/C Cash Collateral Account, and the proceeds thereof, as set forth in Annex B of the Term Sheet or the other DIP Loan Documents (the “**L/C Cash Collateral**”). Effective when the Interim Order was entered, and as ratified and continuing with the entry of this Final Order, the TNEH UK Secured Guaranty is secured by a senior, first priority lien in all of TNEH UK’s assets, and TNEH UK pledged, and is and was authorized to pledge, its equity interests in Westinghouse Electric UK Holdings Ltd. as security therefor, all of which were and continue to be immediately valid, binding, fully perfected, continuing, enforceable and non-avoidable (the “**TNEH UK Secured Guaranty Liens**”).

3. **DIP Financing Liens Senior to Other Liens.** Effective when the Interim Order was entered, and as ratified and continuing with the entry of this Final Order, the DIP Liens secure all of the DIP Obligations in respect of the DIP Facility and shall be senior to (1) any lien or security interest arising on or after the Petition Date (but shall be subject to the Carve-Out);

(2) any other lien, claim or security interest including under sections 363 or 364 of the Bankruptcy Code, including any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; *provided, however,* that the DIP Liens shall be subject to and junior to (a) all valid, perfected and non-avoidable liens, if any, in existence immediately prior to the Petition Date, or that are perfected after the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code and (b) all reclamation claims asserted by reclamation claimants that timely served a written demand for the reclamation of goods pursuant to section 546(c) of the Bankruptcy Code (collectively, the “**Reclamation Parties**”) that are determined to be valid and enforceable pursuant to section 546(c) of the Bankruptcy Code. The right of the Reclamation Parties to argue that their respective interest in the goods subject to their respective reclamation demands is superior to the DIP Liens and interest of the Debtors and DIP Secured Parties is preserved. For the avoidance of doubt, the resolution and treatment of the Reclamation Parties’ claims shall be subject to the *Order Pursuant to 11 U.S.C. §§ 105(a) and 546(c) Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims* [Docket No. ___].

4. The DIP Liens shall not be subject to challenge including under sections 510, 546, 549 or 550 of the Bankruptcy Code. The DIP Liens shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such chapter 11 cases or proceedings, “**Successor Cases**”), or upon the dismissal of any of the chapter 11 cases.

5. **No Priming Liens on Certain Equipment.** Notwithstanding anything in this Final Order or in the DIP Loan Documents to the contrary, nothing in this Final Order creates any perfected first priority security interests and liens under Section 364(c)(2) of the Bankruptcy Code on the Equipment (as defined below) that is the subject of (i) that certain *Master Equipment Leasing Agreement* dated as of March 27, 2013 (as the same has been and may be further amended, supplemented or otherwise modified from time to time) among MHCB America Leasing Corporation and WEC LLC, and (ii) that certain *Master Equipment Leasing Agreement* dated as of March 31, 2014 (as the same has been and may be further amended, supplemented or otherwise modified from time to time) among MHCB (USA) Leasing and Finance Corporation (as predecessor in interest to MHBK (USA) Leasing & Finance LLC) and WEC LLC, and, in each case, the lease supplements related thereto (collectively, the “**Lease Agreements**”), unless determined by final order to constitute unencumbered property of WEC LLC. As used above, “Equipment” shall have the definition given such term in the Lease Agreements.

6. **No Liens or Security Interests on Assets Held as in Trust for Sureties.** Notwithstanding anything in this Final Order or the DIP Loan Documents to the contrary (including, without limitation, any provision that purports to be preemptory or supervening), this Final Order does not, with respect to (a) the execution of any bond(s) or undertaking(s) issued on behalf or at the request of any of the Debtors, and/or any bonds or undertakings issued and/or arranged for with the Surety (as defined in this paragraph) retaining financial risk and/or responsibility (collectively and/or individually hereinafter referred to as “**Bonds**”); (b) the Debtors’ contracts which are the subject of any Bonds (the “**Bonded Contracts**”); (c) that certain *Agreement of Indemnity*, dated May 16, 2008, (as amended from

time to time), executed by Debtors in favor of the American Home Assurance Company, AIG Property Casualty Company, Commerce & Industry Insurance Company, Granite State Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire Insurance Company, The Insurance Company of the State of Pennsylvania, and/or American International Group or any of its member companies, and/or any person or company joining with any of them in executing any Bonds (collectively, the “**Surety**”); and/or (d) any related agreements in favor of the Surety including, but not limited to, that certain *General Agreement of Indemnity*, dated June 8, 2004 (as amended from time to time), executed by Toshiba Corporation on behalf of itself and its present and future direct and indirect affiliates and subsidiaries, including the Debtors: (i) prime, impair, contravene, diminish, or interfere with the Surety’s rights of subrogation, inchoate or otherwise; and/or (ii) provide liens on or security interests in any assets of the Debtors that are held, or which may be held, as trust funds, pursuant to contract, statute or otherwise, arising out of or relating to any contract or obligation that is the subject matter of any Bonds.

7. **DIP Superpriority Claims**. Effective when the Interim Order was entered, and as ratified and continuing with the entry of this Final Order, in each case subject to the Carve-Out, the Agents, for the benefit of the DIP Secured Parties are granted pursuant to section 364(c)(1) of the Bankruptcy Code, allowed claims in the amount of the DIP Obligations (all such claims granted to the Agents for the benefit of the DIP Secured Parties in respect of the DIP Obligations under the DIP Facility, the Term Sheet, the Financing Orders and the other DIP Loan Documents, the “**DIP Superpriority Claims**”), which shall be payable from and have recourse to all Collateral, and which shall be against each of the Credit Parties (jointly and severally), with priority over any and all administrative expenses and all other claims asserted

against the Debtors now existing or hereafter arising of any kind whatsoever, including all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which DIP Superpriority Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and shall be payable from and have recourse to all pre- and postpetition property constituting Collateral, whether existing on the Petition Date or thereafter acquired, of the Credit Parties and all proceeds thereof, subject only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that the Financing Orders or any provision thereof is vacated, reversed or stayed in any respect or, except as expressly permitted by the DIP Loan Documents, modified or amended in any matter, on appeal or otherwise.

8. **Authorization and Approval to Use Proceeds of DIP Facilities.** Subject to the terms and conditions and in compliance with the Financing Orders, the Term Sheet, the DIP Credit Agreement, the other DIP Loan Documents, and the Liquidity Facility Agreement, the Credit Parties are each authorized on a final basis to use proceeds of the DIP Facility, including funding the Intercompany Facility, subject to the Protocol. No DIP Secured Party shall have any obligation or responsibility to monitor any Debtors' use of the DIP Loans, and each DIP Secured Party may rely upon each Debtor's representations that the amount of the DIP Loans or credit extensions under the DIP Facility requested at any time, and the use thereof,

are in accordance with the requirements of the Financing Orders, the Budget, the DIP Financing Documents, the Protocol, and Bankruptcy Rule 4001(c)(2).

9. **DIP Lien Perfection.** The Financing Orders shall be sufficient and conclusive evidence of the validity, perfection and priority of the respective DIP Liens and the TNEH UK Secured Guaranty Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens or the TNEH UK Secured Guaranty Liens or to entitle the DIP Liens or the TNEH UK Secured Guaranty Liens to the priorities granted herein, in the Interim Order, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents. Notwithstanding the foregoing, the Agents may, in their sole discretion, file such financing statements, deeds of trust, mortgages, security agreements, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The Credit Parties shall execute and deliver to the Agents all such financing statements, mortgages, security agreements, notices and other documents, and otherwise cooperate and assist in any such filings, as the Agents may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the DIP Liens and the TNEH UK Secured Guaranty Liens. The Agents, in their sole discretion, may file a photocopy of this Final Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in

which any Credit Party has real or personal property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order.

10. Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for the Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold or contractual interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code and shall have no force and effect with respect to the grant of post-petition liens in such leasehold or contractual interest or the proceeds of any assignment and/or sale thereof by the Debtors, in favor of the DIP Secured Parties in accordance with the terms of the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents.

11. **Carve-Out**. Subject to the terms and conditions contained in this paragraph 10, the DIP Liens and the DIP Superpriority Claims shall be subject and subordinate to a carve-out (the “**Carve-Out**”), which shall comprise the following: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee pursuant to 28 U.S.C. § 1930(a), (ii) all reasonable and documented fees and expenses, in an aggregate amount not to exceed \$250,000, incurred by a trustee under section 726(b) of the Bankruptcy Code; and (iii) to the extent allowed at any time, all accrued and unpaid reasonable fees, costs and expenses (the “**Professional Fees**”) incurred by persons or firms retained by the Debtors (including for the avoidance of doubt, Weil Gotshal & Manges LLP, and Togut, Segal & Segal LLP) or the Committee pursuant to section 327 or 1103 of the Bankruptcy Code (collectively, “**Professionals**”) (x) at any time before or on the day of delivery by the Agents of a

Carve-Out Trigger Notice (defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, and (y) after the date (the “**Trigger Date**”) on which the Agents provide written notice (the “**Carve-Out Trigger Notice**”) that an Event of Default has occurred and has triggered the Carve-Out, to the extent allowed at any time, the payment of any Professional Fees of Professionals in an amount not exceeding \$8,000,000 in the aggregate incurred after the Trigger Date; *provided, however* that notwithstanding any other provision of this Final Order or the DIP Loan Documents to the contrary, in no event shall the Carve-Out apply to the L/C Cash Collateral or any DIP Superpriority Claims under the Letter of Credit Facility. The dollar limitation in clause (iii)(y) above on fees and expenses shall not be reduced or increased by the amount of any compensation or reimbursement of expenses paid prior to the occurrence of an Event of Default in respect of which the Carve-Out is invoked. The ability of any party to object to the fees, expenses, reimbursement or compensation described above shall not be impaired by the terms of the Carve-Out.

12. **Proceeds of Subsequent Financing.** Without limiting the provisions and protections of paragraph 10 above, if at any time prior to the indefeasible payment and satisfaction of all DIP Obligations in full in cash (including the cash collateralization of all letters of credit under the Letter of Credit Facility in accordance with the DIP Loan Documents), the Debtors, the Debtors’ estates, any trustee, any examiner or any responsible officer subsequently appointed, shall in violation of the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, obtain credit or incur debt, then all of the cash proceeds derived from such credit or debt shall immediately be turned over to the Agents for application in accordance with the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents.

13. **Disposition of Collateral.** The Debtors shall not sell (including, without limitation, any sale and leaseback transaction), transfer (including any assignment of rights), lease, encumber or otherwise dispose of any portion of the Collateral, except as expressly permitted by the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents..

14. **Survival of Certain Provisions.** In the event of the entry of any order converting any of these chapter 11 cases into a Successor Case, and in any event notwithstanding any such conversion, the DIP Liens and the DIP Superpriority Claims shall continue in these proceedings and in any Successor Case as provided by the Financing Orders.

15. **Events of Default; Rights and Remedies Upon Event of Default.**

(a) Any automatic stay otherwise applicable to the DIP Secured Parties is hereby modified so that, upon and after the occurrence of the Termination Date, the Agents (or the other DIP Secured Parties, to the extent expressly permitted under the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents) shall be entitled to exercise all of their rights and remedies in respect of the Collateral, in accordance with the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents, as applicable.

(b) Notwithstanding the foregoing subparagraph (a) of this paragraph 15, immediately following the giving of notice by the Agents to the Debtors, counsel to the Debtors, counsel for the Committee, and the U.S. Trustee of the occurrence and continuance of an Event of Default under the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, the Administrative Agent, on behalf of the Lenders and the L/C Issuer, may (and at the direction of the Required Lenders, shall) exercise all rights and remedies provided for in the DIP Loan Documents and may declare (i) the termination, reduction or restriction of any further commitment to the extent any such commitment remains, (ii) all obligations to be immediately

due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors, and (iii) the termination of the DIP Loan Documents as to any future liability or obligation of the Agents, the L/C Issuer and the Lenders, but without affecting any of the DIP Liens or the liabilities or obligations of any Credit Party; *provided that*, with respect to the enforcement of the DIP Liens or exercise of any other rights or remedies with respect to the Collateral (including rights to set off or apply any amounts in any bank accounts that are a part of the Collateral), the Administrative Agent shall provide the Company and counsel for the Committee with at least five (5) days' written notice prior to taking the action contemplated thereby (such 5-calendar day period, the "**Default Notice Period**"); *provided, further*, that no notice shall be required for any exercise of rights or remedies (x) to block or limit withdrawals from any bank accounts that are a part of the Collateral (including, without limitation, by sending any control activation notices to depository banks pursuant to any control agreement), and (y) in the event the obligations under the DIP Facility have not been indefeasibly satisfied and repaid in full in cash on the Scheduled Termination Date. If the Debtors or the Committee (or any other statutory committee appointed in these chapter 11 cases) do not contest the Event of Default during the Default Notice Period, or if the Debtors or the Committee (or any other statutory committee appointed in these chapter 11 cases) do timely contest the occurrence or continuance of an Event of Default and the Court, after notice and a hearing, declines to stay the enforcement thereof, the Termination Date shall be deemed to have occurred for all purposes and the automatic stay as to the Agents shall automatically terminate in all respects. Nothing herein shall preclude the Agents from seeking an order from the Court upon written notice (electronically (including via facsimile) in a manner that generates a receipt for delivery, or via overnight mail) to the U.S. Trustee, counsel to the Debtors and counsel to the

Committee authorizing the Agents to exercise any enforcement rights or remedies with respect to the Collateral on less than five (5) days' notice, or the Debtors' right to contest such relief. Any hearing under this paragraph 15(b) shall be scheduled on shortened notice and on an emergency basis.

(c) Upon the occurrence of the Termination Date (but subject, only in the case of the occurrence of the Termination Date resulting from an Event of Default, to the provisions of paragraph 15(b)), the Agents are authorized to exercise all remedies and proceed under or pursuant to the applicable DIP Loan Documents. All proceeds realized in connection with the exercise of the rights and remedies of the applicable DIP Secured Parties shall be turned over and applied in accordance with the terms of the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents.

(d) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of the Financing Orders, the Term Sheet, the DIP Credit Agreement or the DIP Loan Documents as necessary to (i) permit the Debtors to grant the DIP Liens and to incur all DIP Obligations under the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents and (ii) authorize the Agents to retain and apply payments, and otherwise enforce their and the applicable DIP Secured Parties' rights and remedies hereunder.

16. **Applications of Proceeds of Collateral, Payments and Collections.**

(a) As a condition to the DIP Extensions of Credit, each Debtor has agreed that proceeds of any Collateral, any amounts held on account of the Collateral and all payments and collections received by the Debtors with respect to all proceeds of Collateral and all other amounts remitted by any non-Debtor affiliate to any Debtor in respect of, among

other things, asset sales and certain other transactions in accordance with the Term Sheet, the DIP Credit Agreement or the DIP Loan Documents, shall only be used and applied by the Debtors in accordance with the Financing Orders, the Term Sheet, the DIP Credit Agreement (including repayment and reduction of the DIP Obligations), the other DIP Loan Documents and the Budget.

(b) Subject to the Debtors' and the Committee's rights under paragraph 15(b) and the funding of the Carve-Out, upon and after the occurrence of the Termination Date, all proceeds of Collateral, whenever received, shall be paid and applied in accordance with the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents.

17. **Standby Fees.** Unless waived by the Committee, TNEH UK shall be obligated to pay WEC LLC (in its capacity as lender under the Liquidity Facility Agreement) an amount equal to the interest and fees incurred by WEC LLC under the DIP Credit Agreement for (a) interest and *pro rata* fees on \$375 million of DIP Loans, minus (b) interest and *pro rata* fees on the amount of DIP Loans used by the Debtors in excess of \$425 million, minus (c) interest and *pro rata* fees paid to WEC LLC by the Intercompany Borrowers. TNEH UK hereby grants a lien or security interest in all of its assets, and a pledge of the Pledged Shares, to secure such obligation (the "**TNEH UK Intercompany Security**"). The TNEH UK Intercompany Security shall rank junior to the DIP Liens, and shall be valid, binding, and automatically perfected under paragraph 9 of this Final Order.

18. **Support for Reorganization.** The Debtors shall use commercially reasonable efforts, to the extent practicable and consistent with their fiduciary duties, to cooperate with the other Debtors in connection with any chapter 11 plan or section 363 sale process(es), including by causing their direct and indirect subsidiaries to do the same.

19. **Proofs of Claim, etc.** None of the DIP Secured Parties shall be required to file proofs of claim in any of the chapter 11 cases or any Successor Cases for any claim allowed herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the chapter 11 cases or any Successor Cases to the contrary, the Agents, on behalf of themselves and the DIP Secured Parties, are hereby authorized and entitled, in their sole and absolute discretion, but not required, to file (and amend and/or supplement, as each sees fit) a proof of claim and/or aggregate proofs of claim in each of the chapter 11 cases or any Successor Cases for any claim allowed herein; for avoidance of doubt, any such proof of claim may (but is not required to be) filed as one consolidated proof of claim against all of the Debtors, rather than as separate proofs of claim against each Debtor. Any proof of claim filed by the Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the respective DIP Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the chapter 11 cases or any Successor Cases shall not apply to the Agents or the other DIP Secured Parties.

20. **Other Rights and Obligations.**

(a) **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of the Financing Orders.** Based on the findings set forth in the Financing Orders and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility, in the event any or all of the provisions of the Financing Orders are hereafter modified, amended, vacated or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties are entitled to all the protections and benefits provided by section 364(e) of the Bankruptcy Code.

(b) **Expenses.** The Debtors shall pay all reasonable fees and documented expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP and Shearman & Sterling LLP, each as counsel to the Agents and the Lenders, an investment banker and financial advisor to the Lenders, and any other advisor or consultant, as may be reasonably required, or counsel (including any special, local or “conflicts” counsel) (collectively, the “**DIP Facility Professionals**”), incurred by the Agents and the Lenders, in each case, in accordance herewith, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents, whether incurred pre- or post-petition, in connection with (i) the preparation, execution, delivery, funding and administration of the Term Sheet, the DIP Credit Agreement and the DIP Loan Documents, including, without limitation, all due diligence fees and expenses incurred or sustained in connection with the Term Sheet, the DIP Credit Agreement and the DIP Loan Documents, (ii) the chapter 11 cases or any Successor Cases, or (iii) enforcement of any rights or remedies under the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, in each case whether or not the transactions contemplated hereby are fully consummated. The DIP Facility Professionals shall not be required to comply with the U.S. Trustee fee guidelines or file any fee applications with the Court, but shall provide reasonably detailed statements (redacted if necessary for privileged, confidential or otherwise sensitive information) to the U.S. Trustee and counsel for each of the Committee and the Debtors. Within fourteen (14) days of presentment of such statements, unless the U.S. Trustee or the Committee shall have filed an objection to such statements, the Debtors shall pay in cash all fees and expenses of the DIP Facility Professionals. In the event that the U.S. Trustee, Debtors, or the Committee file an objection in accordance herewith, the Debtors shall pay in cash only the undisputed fees and expenses of the DIP Facility Professionals until such

objection is resolved, at which time the Debtors shall pay the fees and expense in accordance with such resolution.

(c) **Binding Effect.** The provisions of the Financing Orders shall be binding upon and inure to the benefit of the DIP Secured Parties, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in the chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

(d) **No Waiver.** The failure of the DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents or otherwise, shall not constitute a waiver of any of the DIP Secured Parties' rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair any of the rights, claims, privileges, objections, defenses or remedies of the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law against any other person or entity in any court, including without limitation, the right of the Agents (i) to request conversion of the chapter 11 cases to cases under chapter 7, dismissal of the chapter 11 cases, or the appointment of a trustee in the chapter 11 cases, (ii) to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Plan, or (iii) to exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) on behalf of the DIP Secured Parties.

(e) **No Third Party Rights.** Except as explicitly provided for herein, the Financing Orders do not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party or incidental beneficiary.

(f) **Consent.** Nothing in this Final Order shall be construed to convey on any individual DIP Secured Party any consent, voting or other rights beyond those (if any) set forth in the DIP Credit Agreement or the DIP Loan Documents.

(g) **No Marshaling.** The DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Collateral.

(h) **Amendment.** As provided in and consistent with their respective rights under the Term Sheet, the DIP Credit Agreement, the DIP Loan Documents or the Liquidity Facility Agreement, the Borrower and the applicable Credit Parties, as the case may be, with the consent of the Required Lenders and, to the extent provided in the DIP Loan Documents, the L/C Issuer, and as acknowledged by the Agents, may make any non-material amendment, modification, supplement or waiver of any provision of the Term Sheet, the DIP Credit Agreement, the Budget, or the DIP Loan Documents or the Liquidity Facility Agreement, and the Debtors are authorized to enter into any such amendment, modification, supplement or waiver, without further notice to or approval of the Court, and shall provide copies of any such amendments to counsel for the Committee. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, the Borrower, the other applicable Credit Parties, and the Required Lenders, and, to the extent provided in the DIP Loan Documents, the L/C Issuer, and shall be acknowledged by the Agents, as provided in the

Term Sheet, the DIP Credit Agreement, the DIP Loan Documents or the Liquidity Facility Agreement and approved by the Court (to the extent required by this paragraph 18(h)) after notice to parties in interest.

(i) **Priority of Terms.** To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Loan Documents, the Motion, any other order of this Court (including, without limitation, the Cash Management Order or the Interim Order), or any other agreements, on the one hand, and (b) the terms and provisions of this Final Order, on the other hand, unless such term or provision herein is phrased in terms of “defined in” or “as set forth in” any of the other DIP Loan Documents, the terms and provisions of this Final Order shall govern.

(j) **Survival of Financing Orders.** The provisions of the Financing Orders and any actions taken pursuant thereto shall survive entry of any order which may be entered (i) confirming any Plan in the chapter 11 cases, (ii) converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing any of the chapter 11 cases, (iv) withdrawing of the reference of any of the chapter 11 cases from this Court or (v) providing for abstention from handling or retaining of jurisdiction of any of the chapter 11 cases in this Court. The terms and provisions of the Financing Orders, including the DIP Liens and DIP Superpriority Claims granted pursuant to the Financing Orders, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Liens and DIP Superpriority Claims shall maintain their respective priorities as provided by the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (as the case may be) until all of the DIP Obligations have been indefeasibly satisfied and paid in full in cash.

(k) **No Discharge.** Unless all DIP Obligations are indefeasibly paid in full in cash, none of the DIP Obligations shall be discharged by the entry of any order confirming a plan of reorganization or liquidation in any of these chapter 11 cases, and pursuant to section 1141(d)(4) of the Bankruptcy Code, each Debtor has waived such discharge.

(l) **No Challenge to Credit Bid Rights.** None of the Debtors shall object to any DIP Secured Party's credit bidding up to the full amount of the applicable outstanding DIP Obligations in any sale of any Collateral, whether such sale is effected through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

(m) **Enforceability.** The Financing Orders shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Any finding of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

(n) **Waiver of Any Applicable Stay.** Any applicable stay (including, without limitation, under Bankruptcy Rule 6004) is hereby waived and shall not apply to this Final Order.

21. **Limitation of Liability.** In determining to make any loan under the Term Sheet or the DIP Credit Agreement pursuant to the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, the DIP Secured Parties in their capacity as such shall not be deemed to be in control of the operations of the Debtors to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive

Environmental Response, Compensation and Liability Act, 29, U.S. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Furthermore, nothing in the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors. None of the DIP Secured Parties in their capacity as such or any of their Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and none of the DIP Secured Parties or any of their Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates. The provisions of this paragraph apply only to the extent that the DIP Lenders' actions in their capacity as such do not constitute, within the meaning of 42 U.S.C. § 9601(20)(F), actual participation in the management or operational affairs of a vessel or facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, or any similar federal or state statute) as determined by final order entered by a court of competent jurisdiction.

22. **Interests of Governmental Entities in Certain Property.** Nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall grant a priming lien or other priming security interest in favor of the Collateral Agent or the Lenders in any interest of any governmental unit with respect to any trust fund, letter of credit, surety bond, insurance proceeds, or other financial assurance instrument, including but not limited to the letters of credit described in paragraph 17 of the Motion, and any letters of credit

issued pursuant to the Letter of Credit Facility, in each case to the extent such governmental unit (and not a Debtor) is the applicable beneficiary and in each case only to the extent of such governmental unit's interest therein. The Collateral Agent's and the Lenders' liens and security interests in such property shall be limited to the extent of the Debtors' interests in such property.

23. **Financial Assurance Requirements.** Nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall prejudice the rights of any governmental unit to require the Debtors to comply with any financial assurance requirements of applicable law, including, but not limited to, those contained in the regulations in title 10, Chapter I, of the Code of Federal Regulations ("**10 CFR**"), Part 70, promulgated by the U.S. Nuclear Regulatory Commission ("**NRC**") pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974.

24. **No Impact on Compliance with Laws.** Nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall permit the Debtors to violate 28 U.S.C. § 959(b).

25. **Governmental Setoff and Recoupment Rights.** As to the United States, its agencies, departments, or agents, nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall discharge, release or otherwise preclude any valid and enforceable right of setoff or recoupment that any such entity may have.

26. **Department of Energy Interests in Funded Property.** Nothing contained in this Order or in the DIP Loan Documents, nor the Debtors' entry into any of the DIP Loan Documents, shall create, modify, limit, diminish, expand, or extinguish any rights and interests of the United States Department of Energy ("**DOE**") in real property, personal property, intellectual property or equipment, rights of setoff, or the respective proceeds thereof DOE

acquired pursuant to any contracts, subcontracts, financial assistance grants, and technology transfer agreements (including Cooperative Research and Development Agreements (CRADA), Work for Others (WFO) agreements, and Strategic Partnership Project (SPP) agreements) between the Debtors and the DOE (the “**Funded Property**”). The rights of the DOE relating to its interests, if any, in the Funded Property (the “**DOE Interests**”), including but not limited to any right to assert the position that such interests are not property of the estate, and any right requiring DOE approval of certain transfers of rights in any Funded Property, are fully preserved. The rights of the Debtors and DIP Secured Parties, if any, relating to the DOE Interests are fully preserved as well. Any lien created by the DIP Facility on the Funded Property shall be subject to the DOE Interests, if any.

27. **Provisions Relating to the Vogtle Plant.** Notwithstanding anything to the contrary in the Term Sheet, the DIP Financing Orders, the DIP Credit Agreement or the other DIP Loan Documents, the exercise of remedies thereunder by any of the DIP Secured Parties shall not eliminate any rights of (a) Georgia Power Company, Oglethorpe Power Corporation, MEAG Power SPVJ, LLC, MEAG Power SPVP, LLC, MEAG Power SPVM, LLC and the City of Dalton, Georgia (collectively, the “**Owners**”) and Southern Nuclear Company (“**SNC**”), and their respective affiliates and permitted assignees, or (b) the United States Department of Energy (“**DOE**”) and its permitted assignees (the Owners, SNC, DOE and their respective affiliates and permitted assignees, to be collectively referred to as the “**Vogtle Parties**”), under any existing or future license in and to the Vogtle IP or under any other agreement with respect to the Vogtle IP (such licenses or other agreements, to be collectively referred to as the “**Vogtle IP Agreements.**”) The Debtors shall not enter into any future material license of Vogtle IP without the DIP Lenders’ prior written consent, which consent shall not be unreasonably

withheld. For purposes of this Order, “**Vogtle IP**” shall mean “AP1000 and Vogtle Project-related intellectual property, documentation, software, and information technology, including source code and infrastructure required for the design, construction, testing, licensing, startup, maintenance and operation of the Vogtle Project, whether developed or yet to be developed.”

28. To the extent the DIP Secured Parties have ownership or control over the Vogtle IP as a result of the exercise of one or more of such remedies, the DIP Secured Parties shall: (1) provide the Vogtle Parties with rights to the Vogtle IP owned or controlled by the DIP Secured Parties to substantively the same extent and on substantially the same terms and conditions as the Vogtle Parties have under the applicable Vogtle IP Agreements; (2) in the event the Vogtle Parties do not have in effect a license and/or agreement with respect to any part of the Vogtle IP owned or controlled by the DIP Secured Parties, the DIP Secured Parties will provide the Vogtle Parties, on commercially reasonable terms and subject to the Vogtle Parties’ agreement to be bound by commercially reasonable confidentiality obligations, rights to such of the Vogtle IP as may be necessary and appropriate to construct and operate the Vogtle Project or to safely wind-down the Vogtle Project; and (3) hold such Vogtle IP in a manner such that it is commercially accessible by the Vogtle Parties pursuant to clauses (1) and (2).

29. In connection with any sale or other transfer of the Vogtle IP other than to the DIP Secured Parties (or an affiliate of the DIP Secured Parties in such affiliate’s capacity as an assignee of a DIP Secured Party as permitted under the DIP Credit Agreement), the DIP Secured Parties shall not agree or consent to such sale or transfer unless the purchaser or transferee agrees in writing to provide the Vogtle Parties with rights to the Vogtle IP to substantively the same extent and on substantially the same terms and conditions as provided by the Debtors to the Vogtle Parties pursuant to the Vogtle IP Agreements; provided, however, that

nothing herein restricts the DIP Secured Parties from selling, using or otherwise transferring the Vogtle IP in connection with or as part of the Debtors' businesses and operations unrelated to the Vogtle Project so long as the Vogtle Parties continue to have such rights to the Vogtle IP under the Vogtle IP Agreements; provided, however, that the Vogtle Parties, the Debtors or the DIP Lenders may move the Court to resolve any dispute arising under this paragraph 26 with respect to the scope, necessity or commercial reasonableness of the restrictions on transfer hereunder.

30. To the extent the Vogtle Parties are entitled to the Vogtle IP pursuant to this Order, such Vogtle IP shall be in the state and condition in which the Debtors last owned the Vogtle IP immediately prior to the DIP Secured Parties' exercise of remedies through which they acquired the Vogtle IP, except (1) as otherwise provided for in any agreement between any Person other than the DIP

31. **Section 506(c) Claims.** No costs or expenses of administration which have been or may be incurred in the chapter 11 cases at any time (excluding, for the avoidance of doubt, the Carve-Out) shall be charged against the DIP Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

32. **Reporting.** The Debtors shall provide the Committee with copies of the 13-Week Forecasts (and a forecast of reasonably foreseeable contingency needs) and all other materials provided under subparagraphs 5.1, 5.2(a), and 5.7(a)-(h) of the DIP Credit Agreement, within one (1) business day of being delivered to the DIP Secured Parties. The foregoing is without prejudice to the Committee's rights to request additional information it deems relevant.

33. **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this Final Order according to its terms.

SO ORDERED by the Court May [●], 2017.

THE HONORABLE JUDGE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

DIP Credit Agreement

Exhibit B

Liquidity Facility Agreement

Exhibit B

Blackline of Proposed Final DIP Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re :
: **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
: **(Jointly Administrated-Pending)**
Debtors.¹ : **Re: Docket Nos. 19, 86**
: **Re: Docket Nos. 19, 86**
-----X

INTERIM FINAL ORDER (I) AUTHORIZING DEBTORS TO OBTAIN SENIOR SECURED, SUPERPRIORITY, POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY CLAIMS, ~~AND (III) SCHEDULING FINAL HEARING,~~ PURSUANT TO BANKRUPTCY CODE SECTIONS 105, 362, 363, 364 AND 507, BANKRUPTCY RULES 2002, 4001, 6004, AND 9014 AND LOCAL RULE 4001-2 AND (III) GRANTING RELATED RELIEF

Upon the motion, dated March 29, 2017 (the “**Motion**”), of Westinghouse Electric Company LLC, a Delaware limited liability company (“**WEC LLC**” or the “**Borrower**”) along with the debtors and debtors in possession in the above-captioned cases (collectively with the Borrower, the “**Debtors**” and together with the non-Debtor affiliates, the “**Company**”) seeking, pursuant to sections 105, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

Rules”), and the local rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Bankruptcy Rules**”), entry of an interim order (~~this~~the “**Interim Order**”) [Docket No. 88] and a final order (the “**Final Order**” together, the “**Financing Orders**”):

(i) authorizing and ratifying the Borrower’s ~~s to enter into a~~execution and entry into that certain senior-secured, superpriority debtor-in-possession new money term loan facility in an aggregate principal amount not to exceed \$800,000,000 (together with the Letter of Credit Facility (as defined below), the “**DIP Facility**”)² from Apollo Investment Corporation, AP WEC Debt Holdings LLC, Midcap Financial Trust, Amundi Absolute Return Apollo Fund PLC, Ivy Apollo Strategic Income Fund, and Ivy Apollo Multi Asset Income Fund (collectively, “**Apollo**” or the “**Initial Lender**”) and the other banks, financial institutions or institutional lenders that may be identified by Apollo from time to time in consultation with the Company (collectively, together with the L/C Issuer (as defined below), the “**Lenders**”) and with Citibank, N.A. as administrative agent (in such capacity, and together with its permitted successors and assigns, the “**Administrative Agent**”) and as collateral agent (in such capacity, and together with its permitted successors and assigns, the “**Collateral Agent**”, and together with the Administrative Agent, the “**Agents**”);

(ii) ~~subject to entry of this Interim Order, authorizing the Debtors to~~
immediatelyCredit Parties (as such term is defined in the DIP Credit Agreement defined

² Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Term Sheet ~~or the DIP Credit Agreement as applicable.~~

PROPOSED FINAL ORDER

below³ to obtain term loans under the DIP Facility (all such loans, whether on an interim or final basis, the “**DIP Loans**”) on an interim basis pursuant to the terms and conditions of the term sheet attached ~~hereto~~ as Exhibit 1 to the Interim Order (the “**Term Sheet**”) and, ~~subject to entry of the Final Order, authorizing and ratifying~~ on a final basis ~~pursuant to~~ the Credit Parties’ execution and delivery of that certain loan agreement in substantially the form of Exhibit A attached to this Final Order (the “**DIP Credit Agreement**”), on a several and joint basis, in each case for use in accordance with the rolling 13-week cash flow forecast which ~~is~~was attached ~~hereto~~ to the Interim Order as Exhibit 2 (as may be amended in accordance with the terms of the DIP Credit Agreement, the “Budget”), (1) during the period (the “**Interim Period**”) from the date of the initial extension of credit (the “**DIP Closing**”; and the date on which the DIP Closing occurs, the “**DIP Closing Date**”) under the DIP Facility, through and including the earlier to occur of (x) the date of entry of ~~the~~this Final Order (defined below) by this Court and (y) the Termination Date (as defined below in the DIP Credit Agreement), in an aggregate principal amount not to exceed \$350,000,000 at any time outstanding (the “**Interim DIP Term Loans**”) and (2) upon the entry of ~~the~~this Final Order and satisfaction of all applicable conditions precedent under the DIP Credit Agreement in accordance therewith (the “**Final Term Funding Date**”) until the Termination Date, in an aggregate principal amount (together with the Interim DIP Term Loans) not to exceed \$800,000,000, *provided, that* up to \$225,000,000 of such new money funding ~~shall~~may be used to back-stop a letter of credit facility (the “**Letter of Credit Facility**”) with Citigroup Global

³ For the avoidance of doubt, the Debtors are the Credit Parties and visa versa and the terms are used interchangeably herein.

[PROPOSED FINAL ORDER](#)

Markets Inc., as issuing bank (in such capacity, and together with its permitted successors and assigns, the “L/C Issuer”) on the terms described in the Term Sheet, the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents, ~~provided, further that the Letter of Credit Sublimit may be drawn on the DIP Closing Date in the amount of \$100,000,000, with the remaining balance to be drawn on the Final Term Funding Date, and that the L/C Issuer’s commitment to issue Letters of Credit under the Letter of Credit Facility will be limited to \$100,000,000 on the DIP Closing Date, with the remaining commitment available after the Final Term Funding Date;~~ (as defined below);

(iii) authorizing ~~(a) each of the Debtors~~ Credit Parties, other than the Borrower ~~and TSB Nuclear Energy Services Inc. (collectively, the “Guarantors and collectively with~~ (such Credit Parties other than the Borrower, the “~~Loan Parties~~ Guarantors”) to jointly and severally guarantee on a secured basis the DIP Loans and the DIP Obligations (as defined below) including the Borrower’s and the other ~~Loan~~ Credit Parties’ obligations in respect of the DIP Facility (including the Letter of Credit Facility ~~and the Interecompany Facility as defined below~~);

(iv) authorizing ~~the Debtors to execute and~~ and ratifying the Credit Parties’ execution and delivery of the Term Sheet (as defined below), the DIP Credit Agreement and other final documentation, each (including the ~~Term Sheet and~~ DIP Credit Agreement) in form and substance acceptable to the Initial Lender and consistent with the terms of the ~~Term Sheet~~ DIP Credit Agreement, including security agreements, deposit account control agreements, pledge agreements, mortgages, guaranties, promissory notes, and other customary documents, whether upon entry of ~~this~~ the Interim Order or ~~the~~ this Final Order, as applicable (the Term Sheet collectively, with the DIP Credit Agreement and such other

final documentation, the “**DIP Loan Documents**” and all loans, advances, extensions of credit, financial accommodations, guarantees, fees, expenses and other liabilities, and all other obligations (including indemnities and similar obligations) under the DIP Loan Documents, collectively, the “**DIP Obligations**”), which final documents shall be in form and substance acceptable to the Initial Lender and filed with the Bankruptcy Court ~~no later than ten (10) business days after the Petition Date or such later date as may be agreed to by the Initial Lender and the Debtors;~~

(v) authorizing the ~~Loan~~Credit Parties to advance DIP Facility proceeds to the parties listed on Schedule 2 attached to the Term Sheet and any other party that becomes an “Additional Borrower” ~~under the Liquidity Facility Agreement~~ (collectively, the “**Intercompany Borrowers**”), pursuant to an intercompany revolving loan (the “**Intercompany Facility**”) ~~evidenced by a~~under the Amended and Restated Liquidity Facility Agreement (the “**Liquidity Facility Agreement**”) attached as Exhibit B hereto, subject to the caps and other terms and conditions set forth herein, in the Term Sheet, the Interim Order, the DIP Credit Agreement, as applicable, and in the other DIP Loan Documents;

(vi) authorizing and ratifying the Debtors ~~to~~’ execute and delivery of the Term Sheet, and subject to entry of ~~the~~this Final Order, the DIP Credit Agreement and the DIP Loan Documents and to perform such other and further acts as may be necessary, desirable, or appropriate in connection therewith;

(vii) granting to the Agents for the benefit of the Lenders (collectively, the “**DIP Secured Parties**”), in respect of their respective DIP Obligations ~~(defined below)~~, allowed superpriority administrative claims pursuant to section 364(c)(1) of the

Bankruptcy Code, and automatically perfected liens on and security interests in all assets and property of the Borrower and the Debtors (now owned or hereafter acquired) pursuant to Sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code, in each case as and to the extent set forth in ~~this Interim Order~~, the Term Sheet ~~or~~, [the Financing Orders, the DIP Credit Agreement](#), the other DIP Loan Documents [and the Liquidity Facility Agreement](#), and, with the exception of the L/C Cash Collateral (as defined below) subject to the Carve-Out (defined below);

(viii) authorizing and directing the Debtors to pay to the Agents, arrangers and Lenders all fees, costs and expenses due to the Lender Parties and Agents pursuant to the Term Sheet, [the Interim Order, the DIP Credit Agreement and](#) related fee letters (the “**Fee Letters**”) or other DIP Loan Documents;

(ix) ~~limiting~~[waiving](#) the right to surcharge against Collateral pursuant to section 506(c) of the Bankruptcy Code on a final basis;

(x) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the [Term Sheet](#), DIP Facility, ~~this Interim Order, the Term Sheet or the~~ [DIP Credit Agreement, the Financing Orders](#), the other DIP Loan Documents [or the Liquidity Facility Agreement](#);

~~(xi) scheduling an emergency hearing (the “**Interim Hearing**”) to consider entry of this Interim Order;~~

(xi) scheduling a final hearing (the “**Final Hearing**”) to consider entry of ~~the~~[this](#) Final Order granting the relief requested in the Motion on a final basis and approving the

form of notice with respect to the Final Hearing and the transactions contemplated by the Motion; and

(xiii) waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this ~~Interim~~Final Order and providing for the immediate effectiveness of this ~~Interim~~Final Order.

~~The Court, having considered the Motion, the terms of the DIP Facility, the Term Sheet and the declaration of Mark Buschmann (the “Buschmann Declaration”) filed in support of the Motion, and the evidence submitted at the Interim Hearing held before this Court on March 30, 2017, to consider entry of this Interim Order; and in accordance with Bankruptcy Rules 4001(b)(2) and (c)(2), due and proper notice of the Motion and the Interim Hearing having been given; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing, and is otherwise fair and reasonable and in the best interests of the Debtors, their creditors and their estates, and essential for the continued operation of the Debtors’ and non-debtor affiliates’ businesses; and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by the Court; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:~~

The Court having held an interim hearing (the “Interim Hearing”) on March 30, 2017 and having entered the Interim Order that, among other things, authorized the Debtors to (a) enter into the Term Sheet and the DIP Credit Agreement with the Initial Lender and to obtain Interim DIP Term Loans and issue letters of credit under the Letter of Credit Facility on a senior secured, superpriority claim basis and (b) scheduled the Final Hearing to consider entry of this Final Order authorizing the balance of the borrowings under the DIP Loan

PROPOSED FINAL ORDER

Documents and granting the other relief sought in the Motion on a final basis, as set forth in the Motion, the DIP Loan Documents and this Final Order.

On April 7, 2017, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 160].

Upon the record made (a) by the Motion and the exhibits attached thereto, (b) the Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “First Day Declaration”) [Docket No. 4] and the Declaration of Mark Buschmann in Support of Motion of Debtors for Interim and Final Orders (I) Authorizing Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Scheduling a Final Hearing (the “DIP Declaration”) [Docket No. 20], and (c) the testimony and evidence at the Interim Hearing and the Final Hearing, and after due deliberation and consideration of all objections or responses to the Motion, and for good and sufficient cause therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³⁴

A. **Jurisdiction and Venue.** The Court has jurisdiction over these proceedings, pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the chapter 11 cases and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The bases for the relief sought in the Motion and granted in ~~this Interim~~the Financing Orders are sections

³⁴ The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

105, 361, 362, 363, 364 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004 and 9014, and the Local Rules.

B. **Notice.** Notice of the Interim Hearing, [the Final Hearing](#) and the relief requested in the Motion has been provided by the Debtors, by telecopy, email, overnight courier and/or hand delivery, to: (a) the Office of the U.S. Trustee for the Southern District of New York (the “**U.S. Trustee**”);- (b) counsel to Apollo; (c) counsel to the Agents and L/C Issuer (d) [counsel to the Committee;](#) [\(e\)](#) the U.S. Attorney for the Southern District of New York; (f) counsel to Toshiba Corporation; (g) the parties listed in the consolidated list of thirty (30) largest unsecured creditors filed by the Debtors in these chapter 11 cases; (h) the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all lessors under any material real property leases; (k) any federal, state or local environmental or similar regulatory agencies in jurisdictions in which the Debtors operate; ~~and~~ [\(l\) all parties requesting notice pursuant to Bankruptcy Rule 2002; and \(m\)](#) all other parties asserting a lien on, or a security interest in, the assets of the Debtors to the extent reasonably known to the Debtors (collectively, the “**Notice Parties**”). Under the circumstances, such notice of the Interim Hearing, [the Final Hearing](#) and the relief requested in the Motion constitutes due, sufficient and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c), and the Local Bankruptcy Rules.

C. **No Control.** None of the Agents or the other DIP Secured Parties are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the [Term Sheet, the Financing Orders, the](#) DIP Facility, the ~~Term Sheet or~~ [DIP Credit Agreement,](#) the other DIP Loan Documents [or the Liquidity Facility Agreement.](#)

D. **No Claims or Causes of Action.** As of the date hereof, there exist no claims or causes of action against the Agents or the other DIP Secured Parties with respect to, in connection with, related to, or arising from the [Financing Orders, the](#) Term Sheet ~~or, the~~ [DIP Credit Agreement,](#) the other DIP Loan Documents [or the Liquidity Facility Agreement](#) that may be asserted by the ~~Loan Parties~~[Debtors](#) or, to the Debtors' knowledge, any other person or entity.

E. **Immediate Need for Postpetition Financing.** The Debtors have requested immediate entry of this ~~Interim~~[Final](#) Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2) and the Local Bankruptcy Rules. Good cause has been shown for immediate entry of this ~~Interim~~[Final](#) Order pursuant to such rules. An immediate need exists for the ~~Loan Parties~~[Debtors](#) to obtain funds and liquidity in order to, as the case may be, continue operations, to pay the costs and expenses of administering the chapter 11 cases, and to administer and preserve the value of their businesses and estates. The ability of the ~~Loan Parties~~[Debtors](#) to finance their operations, to preserve and maintain the value of their assets and to maximize the return for all creditors requires the availability of the DIP Facility. In the absence of the availability of such funds and liquidity in accordance with the terms hereof, the continued operation of the ~~Loan Parties~~[Debtors](#)' and the Intercompany Borrowers' businesses would not be possible, and serious and irreparable harm to the Debtors and their estates and creditors would occur. Thus, the ability of the ~~Loan Parties~~[Debtors](#) to preserve and maintain the value of their assets and maximize the return for creditors requires the availability of working capital from the DIP Facility.

F. **No Credit Available on More Favorable Terms.** The Debtors have been unable to obtain: (a) adequate unsecured credit allowable under section 503(b)(1) of the

[PROPOSED FINAL ORDER](#)

Bankruptcy Code as an administrative expense; or (b) credit for money borrowed with priority over any or all administrative expenses of the kind specified in Sections 503(b) or 507(b) of the Bankruptcy Code; ~~(e), and have only been able to obtain~~ credit for money borrowed that is secured by a lien on property of the estate that is not otherwise subject to a lien; ~~or (d) credit for money borrowed and that is~~ secured by a junior lien on property of the estate which is subject to a lien. The Debtors have also been unable to obtain credit for borrowed money without granting the DIP Liens and the DIP Superpriority Claims (each as defined below) to (or for the benefit of) the DIP Secured Parties. Moreover, the Debtors were unable to obtain financing from sources other than the Lenders on more favorable terms and conditions than the terms and conditions of the DIP Facility.

G. **Extension of Financing.** The DIP Secured Parties have indicated a willingness to provide financing to the ~~Loan~~Credit Parties in accordance with the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (including the Budget) and subject to (i) the entry of this ~~Interim~~Final Order (ii) approval ~~of each provision and ratification~~ of the Debtors' entry into the Term Sheet and the DIP Credit Agreement and each of their respective terms, and (iii) findings by this Court that such financing is essential to the Debtors' estates (and the continued operation of the ~~Loan Parties~~Debtors), that the DIP Secured Parties are good faith financiers, and that the DIP Secured Parties' claims, superpriority claims, security interests and liens and other protections granted pursuant to and in connection with ~~this Interim Order (and the Final~~the Financing Orders)—and the DIP Facility (including the DIP Superpriority Claims and the DIP Liens), will not be affected by any subsequent reversal, modification, vacatur, stay or

amendment of, as the case may be, ~~this Interim Order, the Final~~the Financing Orders or any other order, as provided in section 364(e) of the Bankruptcy Code.

H. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The Term Sheet, the DIP Facility and the DIP Loan Documents results from a competitive process the Debtors, along with their advisors, conducted to select the best available financing under the circumstances. The Term Sheet, the DIP Credit Agreement, DIP Facility~~and~~, the other DIP Loan Documents and the Liquidity Facility Agreement were negotiated in good faith and at arm's length among the ~~Loan~~Credit Parties and the Lenders. The terms and conditions of the Term Sheet, the DIP Facility, ~~Term Sheet and~~the DIP Credit Agreement, the other DIP Loan Documents and the Liquidity Facility Agreement, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and consideration;

(ii) all obligations incurred, payments made, and transfers or grants of security set forth in ~~this Interim~~the Financing Orders, the Term Sheet~~and~~, the DIP Credit Agreement, the other DIP Loan Documents and the Liquidity Facility Agreement by any ~~Loan~~Credit Party are granted to or for the benefit of the ~~Loan~~Credit Parties for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby; and

(iii) the use of the proceeds ~~to~~that were or may be extended under the Financing Orders, the Term Sheet, the DIP Credit Agreement, the DIP Facility and the other DIP Loan Documents (including the Letter of Credit Facility~~and Intercompany Facility~~) shall

~~be)~~ are deemed to be extended by the DIP Secured Parties in good faith and for valid business purposes and uses, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns of each) are entitled to the full protection and benefits of section 364(e) of the Bankruptcy Code whether or not ~~this Interim~~ the Financing Orders or any provision thereof ~~is~~ are vacated, reversed or modified, on appeal or otherwise.

I. Section 506(c). The DIP Secured Parties are entitled to the benefits of, and shall receive a waiver of, the provisions of section 506(c) of the Bankruptcy Code.

I. ~~I-Relief Essential; Best Interest.~~ The relief requested in the Motion (and provided in ~~this Interim~~ the Financing Orders) is necessary, essential and appropriate for the continued operation of the ~~Loan Parties~~ Debtors' businesses and the management and preservation of their assets and property. It is in the best interest of the Debtors' estates that the ~~Loan Parties~~ Debtors be allowed to enter into the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents, (and entry into such documents is ratified), to incur the DIP Obligations and to grant the liens and claims contemplated by the Term Sheet, ~~in this Interim~~ the DIP Credit Agreement, in the Financing Orders and under the DIP Loan Documents to the DIP Secured Parties.

~~NOW, THEREFORE, on the Motion of the Debtors and the record before this Court with respect to the Motion, including the record made during the Interim Hearing and the Buschmann Declaration, and with the consent (or deemed consent, as applicable) of the Debtors and the DIP Secured Parties, and good and sufficient cause appearing therefor,~~

NOW, THEREFORE, IT IS HEREBY ORDERED-, ADJUDGED AND DECREED that:

1. **Motion Granted.** The Motion is granted on ~~an interim~~ final basis in accordance with the terms and conditions set forth in ~~this Interim~~ the Financing Orders. Any objections to the Motion with respect to entry of this ~~Interim~~ Final Order to the extent not withdrawn, waived or otherwise resolved, and all reservation of rights included therein, are hereby denied and overruled.

2. **DIP Facilities.**

(a) **DIP Obligations, etc.** The Debtors are expressly and immediately authorized and empowered to enter into the Term Sheet ~~and,~~ the DIP Credit Agreement, the other DIP Loan Documents, and the Liquidity Facility Agreement, and their entry into such agreements is hereby ratified, and to incur and to perform the DIP Obligations in accordance with and subject to ~~this Interim~~ the Financing Orders ~~(and, upon its entry, a Final Order),~~ the Term Sheet ~~and,~~ the DIP Credit Agreement the other DIP Loan Documents, and the Liquidity Facility Agreement, to enter into, execute and/or deliver all the DIP Loan Documents and all other instruments, certificates, agreements and documents, and to take all actions, which may be required or otherwise necessary for the performance by the ~~Loan~~ Credit Parties under the Term Sheet ~~and,~~ the DIP Credit Agreement, the other DIP Loan Documents, ~~including the Corporate Reorganization~~ and the creation and perfection of the DIP Liens described and provided for herein and therein. The ~~Debtors~~ Credit Parties are hereby authorized and directed to pay, without further court order, all principal, interest, fees, costs and expenses (whether arising pre- or post-petition), indemnities and other amounts described herein, in the Term Sheet, the DIP Credit Agreement, the Fee Letters, or in the other DIP Loan Documents as such shall accrue and become due hereunder or thereunder. The Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents and all DIP Obligations represent,

constitute and evidence, as the case may be, valid and binding, joint and several, obligations of the ~~Loan~~Credit Parties, enforceable against the ~~Loan~~Credit Parties, their estates and any successors thereto in accordance with their terms. All obligations incurred, payments made, and transfers or grants of security set forth in ~~this Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents by any ~~Loan~~Credit Party are granted to or for the benefit of the ~~Loan Parties~~Debtors for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby. No obligation or guarantee incurred or made, payment made, transfer or grant of security set forth in the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, in each case whether pre or post-petition, by any ~~Loan~~Credit Party as approved under ~~this Interim~~the Financing Orders shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim. The term of the DIP Facility ~~shall~~commenced on the date of entry of ~~this~~the Interim Order and shall end on the Termination Date, subject to the terms and conditions set forth in ~~this Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement or in the other DIP Loan Documents, including the protections afforded a party acting in good faith under section 364(e) of the Bankruptcy Code.

(b) **Authorization to Borrow, etc.** In order to continue to operate the Company's businesses, ~~the Debtors~~, subject to the terms and conditions of ~~this Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents (including the Budget), ~~during the Interim Period~~on a final basis:

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- i. the Borrower is hereby authorized to borrow under the DIP Facility and ~~issue~~request letters of credit under the Letter of Credit Facility, and the Guarantors are authorized to guarantee repayment of (x) such DIP Obligations in respect of the DIP Facility, up to an aggregate principal amount (including the Interim DIP Term Loans) of \$~~35~~800,000,000 and (y) any DIP Obligations up to an aggregate principal amount (including amounts incurred under the Interim Order) of \$~~100~~225,000,000 in respect of ~~Interim~~ letters of credit under the Letter of Credit Facility incurred pursuant to, and in accordance with, ~~this — Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents;
- ii. the Borrower and the other ~~Loan~~Credit Parties are authorized to advance funds, including proceeds from the DIP Facility, to the Intercompany Borrowers, pursuant and subject to the terms of ~~the~~(i) an agreement reached between the Debtors and the Committee on May 22, 2017 (the “Protocol”), and with respect only to Intercompany Borrowers (ii) the Intercompany Facility (a) upon completion of the Initial Funding G&C Requirements, in an aggregate amount of up to \$300 million of such Intercompany Facility ~~may be advanced~~, including in the form of letters of credit issued ~~for the account~~to support obligations of Intercompany Borrowers in the aggregate amount up to \$50 million under the Letter of Credit Facility and (b) subject to the completion of the remaining G&C Requirements, in an additional

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aggregate amount of up to \$75 million of such Intercompany Facility ~~may be advanced~~, including in the form of letters of credit issued ~~for the account~~ to support obligations of Intercompany Borrowers in the aggregate amount up to \$25 million under the Letter of Credit Facility (for the avoidance of doubt, the maximum amount of the Intercompany Facility shall be \$375 million);

iii. the obligations of the Intercompany Borrowers ~~and Intercompany Beneficiaries~~ ~~(as defined below)~~ under the Intercompany Facility—including the payment of principal, interest, and fees—~~shall bear~~ unconditionally and absolutely guaranteed (which guarantee is limited recourse to the proceeds of the Pledged Shares (as defined below)) by Debtor Toshiba Nuclear Energy Holdings (UK) Ltd. (“TNEH UK” and the guaranty, the “TNEH UK Secured Guaranty”) and TNEH UK ~~shall~~ has granted a senior, first priority lien or security interest in all of its assets, and a pledge of ~~its~~ the equity interests in Westinghouse Electric UK Holdings Ltd. (the “Pledged Shares”), to secure the obligations of the Intercompany Borrowers under the Intercompany Facility, and such guaranty and pledge are deemed in effect pursuant to the terms of the Financing Orders; and

iv. the obligations of the Intercompany Borrowers under the Intercompany Facility shall, subject to local law limitations, regulatory consents and requirements, corporate benefit, financial assistance, existing contractual restrictions/prohibitions and other limitations to be

agreed among the ~~Loan Parties~~Intercompany Borrowers and the Lenders, be (a) guaranteed by each Intercompany Borrower and ~~its subsidiaries that receives, directly or indirectly, proceeds from the Interecompany Facility (the “Interecompany Beneficiaries”)~~ and (b) secured by the assets of such Intercompany ~~Beneficiaries and Interecompany~~ Borrowers, in each case, to the extent permitted by the applicable local jurisdiction requirements and as set forth on Schedule 15 to the ~~Term Sheet~~Liquidity Facility Agreement (the “**G&C Requirements**”).

(c) **Collateral.** ~~During the Interim Period, the~~The Collateral shall ~~(x1) not~~ inexclude ~~any~~ causes of actions for preferences, fraudulent conveyances, and other avoidance power claims under Sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code (the “**Avoidance Actions**”), ~~and (y) and any proceeds thereof, (2) exclude claims and causes of action against the Debtors’ directors, officers, insiders and Toshiba, and any proceeds thereof; (3) exclude any assets and property owned by third-parties that are in the possession of the Credit Parties and (4) exclude the real property located at 401 River Terminal in Chattanooga, Tennessee and any other real property leased or owned by the Debtors in fee simple not listed on Schedule 3.7 of the DIP Credit Agreement (together with the real property located at 401 River Terminal in Chattanooga, Tennessee, the “Excluded Real Property”) until such time as the Collateral Agent determines that the Excluded Real Property (i) has sufficient flood insurance coverage to satisfy the flood insurance requirements of the Federal Emergency Management Agency (“FEMA”) or (ii) is not located in a flood zone or (iii) otherwise is not subject to FEMA’s flood insurance requirements; (5) exclude amounts in the Utility Deposit~~

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Account (as such term is defined in the Final Order Pursuant to 11 U.S.C. §§ 105(a) and 366 (I) Approving Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by Utility Companies, and (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service (Docket No. 369)); and (6) be subject to any other limitations expressly set forth in the ~~Term Sheet and this Interim Order; provided, however, that upon entry of the Final Order, to the extent approved by this Court, the DIP Liens shall attach to any proceeds of the Avoidance Actions.~~DIP Credit Agreement and the Financing Orders.

(d) **DIP Liens and TNEH UK Secured Guaranty Liens.** Effective ~~immediately upon~~when the Interim Order was entered, and ratified and continuing with the entry of this ~~Interim~~Final Order, in each case subject only to the Carve-Out (with the exception of the L/C Cash Collateral) as set forth more fully herein, the Collateral Agent, for the benefit of the DIP Secured Parties and in order to secure the DIP Obligations, is ~~hereby~~ granted, pursuant to Bankruptcy Code Sections 364(c)(2) and 364(c)(3), the security interests and liens set forth in the Term Sheet, ~~which shall~~the DIP Credit Agreement and the DIP Loan Documents, which are immediately ~~be~~ valid, binding, fully perfected, continuing, enforceable and non-avoidable (all liens and security interests granted ~~hereunder~~ to the Collateral Agent for the benefit of the DIP Secured Parties in respect of the DIP Obligations under the DIP Facility ~~(, the Term Sheet, the Financing Orders and the other DIP Loan Documents~~ collectively, the “**DIP Liens**”). The Letter of Credit Facility shall be secured solely by the amounts on deposit (including all investment property, financial assets, interest, dividends and instruments arising out of, or received from, any investments made in respect of such amounts) in the L/C Cash Collateral Account, and the proceeds thereof, as set forth in

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Annex B of the Term Sheet or the other DIP Loan Documents (the “**L/C Cash Collateral**”).
The Effective when the Interim Order was entered, and as ratified and continuing with the entry of this Final Order, the TNEH UK Secured Guaranty is ~~hereby~~ secured by a senior, first priority lien in all of TNEH UK’s assets, and TNEH UK ~~hereby~~ pledges, and is and was authorized to pledge, its equity interests in Westinghouse Electric UK Holdings Ltd. as security therefor, all of which ~~shall~~ were and continue to be immediately ~~be~~ valid, binding, fully perfected, continuing, enforceable and non-avoidable (the “**TNEH UK Secured Guaranty Liens**”).

3. **DIP Financing Liens Senior to Other Liens.** Effective when the Interim Order was entered, and as ratified and continuing with the entry of this Final Order, the DIP Liens secure all of the DIP Obligations in respect of the DIP Facility and shall be senior to (1) any lien or security interest arising on or after the Petition Date (but shall be subject to the Carve-Out); (2) any other lien, claim or security interest including under sections 363 or 364 of the Bankruptcy Code, including any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code; provided, however, that the DIP Liens shall be subject to and junior to (a) all valid, perfected and non-avoidable liens, if any, in existence immediately prior to the Petition Date, or that are perfected after the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code and (b) all reclamation claims asserted by reclamation claimants that timely served a written demand for the reclamation of goods pursuant to section 546(c) of the Bankruptcy Code (collectively, the “**Reclamation Parties**”) that are determined to be valid and enforceable pursuant to section 546(c) of the Bankruptcy Code. The right of the Reclamation Parties to argue that their respective interest in the goods subject to their

respective reclamation demands is superior to the DIP Liens and interest of the Debtors and DIP Secured Parties is preserved. For the avoidance of doubt, the resolution and treatment of the Reclamation Parties' claims shall be subject to the *Order Pursuant to 11 U.S.C. §§ 105(a) and 546(c) Establishing and Implementing Exclusive and Global Procedures for Treatment of Reclamation Claims* [Docket No. ___].

4. The DIP Liens shall not be subject to challenge including under sections 510, 546, 549 or 550 of the Bankruptcy Code. The DIP Liens shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such chapter 11 cases or proceedings, "Successor Cases"), or upon the dismissal of any of the chapter 11 cases.

5. ~~3-~~ **No Priming Liens on Certain Equipment.** ~~For the avoidance of doubt, and~~ ~~Notwithstanding anything in this ~~InterimFinal~~ Order or in the DIP Loan Documents to the contrary, nothing in this ~~InterimFinal~~ Order creates ~~any priming DIP Liens or~~ any perfected first priority security interests and liens under Section 364(c)(2) of the Bankruptcy Code on the Equipment (as defined below) that is the subject of (i) that certain *Master Equipment Leasing Agreement* dated as of March 27, 2013 (as the same has been and may be further amended, supplemented or otherwise modified from time to time) among MHC America Leasing Corporation and WEC LLC, and (ii) that certain *Master Equipment Leasing Agreement* dated as of March 31, 2014 (as the same has been and may be further amended, supplemented or otherwise modified from time to time) among MHC (USA) Leasing and Finance Corporation (as predecessor in interest to MHBK (USA) Leasing & Finance LLC) and WEC LLC, and, in each case, the lease supplements related thereto (collectively, the~~

“Lease Agreements”), unless determined by Final Order to constitute unencumbered property of WEC LLC. As used above, “Equipment” shall have the definition given such term in the Lease Agreements.

6. No Liens or Security Interests on Assets Held as in Trust for Sureties.

Notwithstanding anything in this Final Order or the DIP Loan Documents to the contrary (including, without limitation, any provision that purports to be preemptory or supervening), this Final Order does not, with respect to (a) the execution of any bond(s) or undertaking(s) issued on behalf or at the request of any of the Debtors, and/or any bonds or undertakings issued and/or arranged for with the Surety (as defined in this paragraph) retaining financial risk and/or responsibility (collectively and/or individually hereinafter referred to as “Bonds”); (b) the Debtors’ contracts which are the subject of any Bonds (the “Bonded Contracts”); (c) that certain Agreement of Indemnity, dated May 16, 2008, (as amended from time to time), executed by Debtors in favor of the American Home Assurance Company, AIG Property Casualty Company, Commerce & Industry Insurance Company, Granite State Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire Insurance Company, The Insurance Company of the State of Pennsylvania, and/or American International Group or any of its member companies, and/or any person or company joining with any of them in executing any Bonds (collectively, the “Surety”); and/or (d) any related agreements in favor of the Surety including, but not limited to, that certain General Agreement of Indemnity, dated June 8, 2004 (as amended from time to time), executed by Toshiba Corporation on behalf of itself and its present and future direct and indirect affiliates and subsidiaries, including the Debtors: (i) prime, impair, contravene, diminish, or interfere with the Surety’s rights of subrogation, inchoate or otherwise; and/or (ii)

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provide liens on or security interests in any assets of the Debtors that are held, or which may be held, as trust funds, pursuant to contract, statute or otherwise, arising out of or relating to any contract or obligation that is the subject matter of any Bonds.

~~(a) **DIP Financing Liens Senior to Other Liens.** Effective immediately upon entry of this Interim Order, the DIP Liens shall secure all of the DIP Obligations in respect of the DIP Facility and shall be senior to (1) any lien or security interest arising on or after the Petition Date (but shall be subject to the Carve-Out); (2) any other lien, claim or security interest including under sections 363 or 364 of the Bankruptcy Code, including any lien or security interest that is avoided and preserved for the benefit of the Debtor and its estate under section 551 of the Bankruptcy Code, other than valid, perfected and non-avoidable liens, if any, in existence immediately prior to the Petition Date, or that are perfected after the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code. The DIP Liens shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such chapter 11 cases or proceedings, “Successor Cases”), or upon the dismissal of any of the chapter 11 cases.~~

7. (b) **DIP Superpriority Claims.** Effective immediately upon when the Interim Order was entered, and as ratified and continuing with the entry of this ~~Interim~~Final Order, in each case subject to the Carve-Out, the Agents, for the benefit of the DIP Secured Parties are ~~hereby~~ granted pursuant to section 364(c)(1) of the Bankruptcy Code, allowed claims in the amount of the DIP Obligations (all such claims granted to the Agents for the benefit of the DIP Secured Parties in respect of the DIP Obligations under the DIP Facility, the Term Sheet,

the Financing Orders and the other DIP Loan Documents, the “DIP Superpriority Claims”), which shall be payable from and have recourse to all Collateral, and which shall be against each of the LoanCredit Parties (jointly and severally), with priority over any and all administrative expenses and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever, including all other administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which DIP Superpriority Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and shall be payable from and have recourse to all pre- and postpetition property constituting Collateral, whether existing on the Petition Date or thereafter acquired, of the LoanCredit Parties and all proceeds thereof ~~(including proceeds of Avoidance Actions solely upon entry of the Final Order)~~, subject only to the Carve-Out. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that ~~this Interim~~the Financing Orders or any provision thereof is vacated, reversed or stayed in any respect or, except as expressly permitted by the ~~DIP Loan Documents~~, modified or amended in any matter, on appeal or otherwise.

8. ~~4.~~ **Authorization and Approval to Use Proceeds of DIP Facilities.** Subject to the terms and conditions and in compliance with ~~this Interim~~the Financing Orders, the Term Sheet, the ~~Liquidity Facility~~DIP Credit Agreement, ~~and~~ the other DIP Loan Documents, and the LoanLiquidity Facility Agreement, the Credit Parties are each authorized ~~during the~~

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~~Interim Period~~ on a final basis to use proceeds of the DIP Facility, including funding the Intercompany Facility, ~~on an interim basis~~ subject to the Protocol. No DIP Secured Party shall have any obligation or responsibility to monitor any Debtors' use of the DIP Loans, and each DIP Secured Party may rely upon each Debtor's representations that the amount of the DIP Loans or credit extensions under the DIP Facility requested at any time, and the use thereof, are in accordance with the requirements of the Financing Orders, the Budget, the DIP Financing Documents, the Protocol, and Bankruptcy Rule 4001(c)(2).

9. ~~5.~~ **DIP Lien Perfection.** ~~This Interim~~ The Financing Orders shall be sufficient and conclusive evidence of the validity, perfection and priority of the respective DIP Liens and the TNEH UK Secured Guaranty Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens or the TNEH UK Secured Guaranty Liens or to entitle the DIP Liens or the TNEH UK Secured Guaranty Liens to the priorities granted herein, in the Interim Order, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents. Notwithstanding the foregoing, the Agents may, in their sole discretion, file such financing statements, deeds of trust, mortgages, security agreements, notices of liens and other similar documents, and are hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, deeds of trust, mortgages, security agreements, notices and other agreements or documents shall be deemed to have been filed or recorded at the time and on the Petition Date. The ~~Loan~~ Credit Parties shall execute and deliver to the Agents all such financing statements, mortgages, security agreements, notices and other documents, and otherwise

cooperate and assist in any such filings, as the Agents may reasonably request to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the DIP Liens and the TNEH UK Secured Guaranty Liens. The Agents, in their sole discretion, may file a photocopy of this ~~Interim~~[Final](#) Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any ~~Loan~~[Credit](#) Party has real or personal property and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this ~~Interim~~[Final](#) Order.

10. ~~6.~~ Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for the Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold [or contractual](#) interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code and shall have no force and effect with respect to the grant of post-petition liens in such leasehold [or contractual](#) interest or the proceeds of any assignment and/or sale thereof by the Debtors, in favor of the DIP Secured Parties in accordance with the terms of ~~this Interim~~[the Financing](#) Orders, the Term Sheet, [the DIP Credit Agreement](#) or the other DIP Loan Documents.

11. ~~7.~~ **Carve-Out.** Subject to the terms and conditions contained in this paragraph ~~7~~10, the DIP Liens and the DIP Superpriority Claims shall be subject and subordinate to a carve-out (the “**Carve-Out**”), which shall comprise the following: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the U.S. Trustee pursuant to 28 U.S.C. § 1930(a), (ii) all reasonable and documented fees and

expenses, in an aggregate amount not to exceed \$250,000, incurred by a trustee under section 726(b) of the Bankruptcy Code; and (iii) to the extent allowed at any time, all accrued and unpaid reasonable fees, costs and expenses (the “**Professional Fees**”) incurred by persons or firms retained by the Debtors (including for the avoidance of doubt, Weil Gotshal & Manges LLP, and Togut, Segal & Segal LLP) or the Committee, ~~if any,~~ pursuant to section 327 or 1103 of the Bankruptcy Code (collectively, “**Professionals**”) (x) at any time before or on the day of delivery by the Agents of a Carve-Out Trigger Notice (defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice, and (y) after the date (the “**Trigger Date**”) on which the Agents provide written notice (the “**Carve-Out Trigger Notice**”) that an Event of Default has occurred and has triggered the Carve-Out, to the extent allowed at any time, the payment of any Professional Fees of Professionals in an amount not exceeding \$8,000,000 in the aggregate incurred after the Trigger Date; *provided, however* that notwithstanding any other provision of this ~~Interim~~Final Order or the DIP Loan Documents to the contrary, in no event shall the Carve-Out apply to the L/C Cash Collateral or any DIP Superpriority Claims under the Letter of Credit Facility. The dollar limitation in clause (iii)(y) above on fees and expenses shall not be reduced or increased by the amount of any compensation or reimbursement of expenses paid prior to the occurrence of an Event of Default in respect of which the Carve-Out is invoked. The ability of any party to object to the fees, expenses, reimbursement or compensation described above shall not be impaired by the terms of the Carve-Out.

12. ~~8.~~ **Proceeds of Subsequent Financing.** Without limiting the provisions and protections of paragraph ~~7~~10 above, if at any time prior to the indefeasible payment and satisfaction of all DIP Obligations in full in cash (including the cash collateralization of all

letters of credit under the Letter of Credit Facility in accordance with the DIP Loan Documents), the Debtors, the Debtors' estates, any trustee, any examiner or any responsible officer subsequently appointed, shall in violation of ~~this Interim~~ the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, obtain credit or incur debt, then all of the cash proceeds derived from such credit or debt shall immediately be turned over to the Agents for application in accordance with the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents.

13. ~~9.~~ **Disposition of Collateral.** The Debtors shall not sell (including, without limitation, any sale and leaseback transaction), transfer (including any assignment of rights), lease, encumber or otherwise dispose of any portion of the Collateral, except as expressly permitted by the Term Sheet ~~or~~, the DIP Credit Agreement or the other DIP Loan Documents.

14. ~~10.~~ **Survival of Certain Provisions.** In the event of the entry of any order converting any of these chapter 11 cases into a Successor Case, and in any event notwithstanding any such conversion, the DIP Liens and the DIP Superpriority Claims shall continue in these proceedings and in any Successor Case as provided by ~~this Interim~~ the Financing Orders.

15. ~~11.~~ **Events of Default; Rights and Remedies Upon Event of Default.**

(a) Any automatic stay otherwise applicable to the DIP Secured Parties is hereby modified so that, upon and after the occurrence of the Termination Date, the Agents (or the other DIP Secured Parties, to the extent expressly permitted under the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents) shall be entitled to exercise all of their rights and remedies in respect of the Collateral, in accordance with ~~this Interim~~ the

Financing Orders, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents, as applicable.

(b) Notwithstanding the foregoing subparagraph (a) of this paragraph 15, immediately following the giving of notice by the Agents to the Debtors, counsel to the Debtors, counsel for ~~any~~the Committee ~~appointed in the chapter 11 cases~~, and the U.S. Trustee of the occurrence and continuance of an Event of Default under the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, the Administrative Agent, on behalf of the Lenders and the L/C Issuer, may (and at the direction of the Required Lenders, shall) exercise all rights and remedies provided for in the DIP Loan Documents and may declare (i) the termination, reduction or restriction of any further commitment to the extent any such commitment remains, (ii) all obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors, and (iii) the termination of the DIP Loan Documents as to any future liability or obligation of the Agents, the L/C Issuer and the Lenders, but without affecting any of the DIP H liens or the liabilities or obligations of any ~~Loan~~Credit Party; *provided that*, with respect to the enforcement of the DIP H liens or exercise of any other rights or remedies with respect to the Collateral (including rights to set off or apply any amounts in any bank accounts that are a part of the Collateral), the Administrative Agent shall provide the Company and counsel for the Committee with at least five (5) days' written notice prior to taking the action contemplated thereby (such 5-calendar day period, the "**Default Notice Period**"); *provided, further*, that no notice shall be required for any exercise of rights or remedies (x) to block or limit withdrawals from any bank accounts that are a part of the Collateral (including, without limitation, by sending any control activation notices to depositary banks pursuant to any

control agreement), and (y) in the event the obligations under the DIP Facility have not been indefeasibly satisfied and repaid in full in cash on the Scheduled Termination Date. If the Debtors or ~~any~~the Committee (or any other statutory committee appointed in these chapter 11 cases) do not contest the Event of Default during the Default Notice Period, or if the Debtors or ~~any~~the Committee (or any other statutory committee appointed in these chapter 11 cases) do timely contest the occurrence or continuance of an Event of Default and the Court, after notice and a hearing, declines to stay the enforcement thereof, the Termination Date shall be deemed to have occurred for all purposes and the automatic stay as to the Agents shall automatically terminate in all respects. Nothing herein shall preclude the Agents from seeking an order from the Court upon written notice (electronically (including via facsimile) in a manner that generates a receipt for delivery, or via overnight mail) to the U.S. Trustee, counsel to the Debtors and counsel to the Committee, ~~if any,~~ authorizing the Agents to exercise any enforcement rights or remedies with respect to the Collateral on less than five (5) days' notice, or the Debtors' right to contest such relief. Any hearing under this paragraph 15(b) shall be scheduled on shortened notice and on an emergency basis.

(c) Upon the occurrence of the Termination Date (but subject, only in the case of the occurrence of the Termination Date resulting from an Event of Default, to the provisions of paragraph 15(b)), the Agents are authorized to exercise all remedies and proceed under or pursuant to the applicable DIP Loan Documents, ~~including, without limitation, to require the Borrower to cash collateralize any letters of credit under the Letter of Credit Agreement in accordance with the DIP Loan Documents.~~ All proceeds realized in connection with the exercise of the rights and remedies of the applicable DIP Secured Parties shall be

turned over and applied in accordance with the terms of the ~~Interim~~Financing Orders, ~~this, the~~
Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents.

(d) The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby modified pursuant to the terms of ~~this Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement or the DIP Loan Documents as necessary to (i) permit the Debtors ~~Loan Parties~~ to grant the DIP Liens and to incur all DIP Obligations under the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents and (ii) authorize the Agents to retain and apply payments, and otherwise enforce their and the applicable DIP Secured Parties' rights and remedies hereunder.

16. ~~12.~~ Applications of Proceeds of Collateral, Payments and Collections.

(a) As a condition to the DIP Extensions of Credit, each Debtor has agreed that proceeds of any Collateral, any amounts held on account of the Collateral and all payments and collections received by the Debtors with respect to all proceeds of Collateral and all other amounts remitted by any non-Debtor affiliate to any Debtor in respect of, among other things, asset sales and certain other transactions in accordance with the Term Sheet, the DIP Credit Agreement or the DIP Loan Documents, shall only be used and applied by the Debtors in accordance with ~~this Interim~~the Financing Orders, ~~and,~~ the Term Sheet, the DIP Credit Agreement (including repayment and reduction of the DIP Obligations), the other DIP Loan Documents and the Budget.

(b) Subject to the Debtors' and the Committee's rights under paragraph 15(b) and the funding of the Carve-Out, upon and after the occurrence of the Termination Date, all proceeds of Collateral, whenever received, shall be paid and applied in

accordance with the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents.

17. **Standby Fees.** Unless waived by the Committee, TNEH UK shall be obligated to pay WEC LLC (in its capacity as lender under the Liquidity Facility Agreement) an amount equal to the interest and fees incurred by WEC LLC under the DIP Credit Agreement for (a) interest and *pro rata* fees on \$375 million of DIP Loans, minus (b) interest and *pro rata* fees on the amount of DIP Loans used by the Debtors in excess of \$425 million, minus (c) interest and *pro rata* fees paid to WEC LLC by the Intercompany Borrowers. TNEH UK hereby grants a lien or security interest in all of its assets, and a pledge of the Pledged Shares, to secure such obligation (the “**TNEH UK Intercompany Security**”). The TNEH UK Intercompany Security shall rank junior to the DIP Liens, and shall be valid, binding, and automatically perfected under paragraph 9 of this Final Order.

18. **Support for Reorganization.** The Debtors shall use commercially reasonable efforts, to the extent practicable and consistent with their fiduciary duties, to cooperate with the other Debtors in connection with any chapter 11 plan or section 363 sale process(es), including by causing their direct and indirect subsidiaries to do the same.

19. ~~13.~~ **Proofs of Claim, etc.** None of the DIP Secured Parties shall be required to file proofs of claim in any of the chapter 11 cases or any Successor Cases for any claim allowed herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the chapter 11 cases or any Successor Cases to the contrary, the Agents, on behalf of themselves and the DIP Secured Parties, are hereby authorized and entitled, in their sole and absolute discretion, but not required, to file (and amend and/or supplement, as each sees fit) a proof of claim and/or aggregate proofs of claim

in each of the chapter 11 cases or any Successor Cases for any claim allowed herein; for avoidance of doubt, any such proof of claim may (but is not required to be) filed as one consolidated proof of claim against all of the Debtors, rather than as separate proofs of claim against each Debtor. Any proof of claim filed by the Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the respective DIP Secured Parties. Any order entered by the Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the chapter 11 cases or any Successor Cases shall not apply to the Agents or the other DIP Secured Parties.

20. ~~14.~~ **Other Rights and Obligations.**

(a) **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of ~~this Interim~~the Financing Orders.** Based on the findings set forth in ~~this Interim~~the Financing Orders and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility, in the event any or all of the provisions of ~~this Interim~~the Financing Orders are hereafter modified, amended, vacated or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties are entitled to all the protections and benefits provided by section 364(e) of the Bankruptcy Code.

(b) **Expenses.** The Debtors shall pay all reasonable fees and documented expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP and Shearman & Sterling LLP, each as counsel to the Agents and the Lenders, an investment banker and financial advisor to the Lenders, and any other advisor or consultant, as may be reasonably required, or counsel (including any special, local or “conflicts” counsel) (collectively, the “**DIP Facility Professionals**”), incurred by the Agents and the Lenders, in each case, in accordance herewith, the Term Sheet, the DIP Credit Agreement and the other DIP Loan Documents, whether

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incurred pre- or post-petition, in connection with (i) the preparation, execution, delivery, funding and administration of the Term Sheet, [the DIP Credit Agreement](#) and the DIP Loan Documents, including, without limitation, all due diligence fees and expenses incurred or sustained in connection with the Term Sheet, [the DIP Credit Agreement](#) and the DIP Loan Documents, (ii) the chapter 11 cases or any Successor Cases, or (iii) enforcement of any rights or remedies under ~~this Interim~~ [the Financing Orders](#), the Term Sheet, [the DIP Credit Agreement](#) or the other DIP Loan Documents, in each case whether or not the transactions contemplated hereby are fully consummated. The ~~Agents and the~~ DIP Facility Professionals shall not be required to comply with the U.S. Trustee fee guidelines or file any fee applications with the Court, but shall provide reasonably detailed statements (redacted if necessary for privileged, confidential or otherwise sensitive information) to the U.S. Trustee and counsel for each of the Committee (~~if any~~) and the Debtors. ~~Thereafter, w~~ [Within](#) fourteen (14) days of presentment of such statements, [unless the U.S. Trustee or the Committee shall have filed an objection to such statements](#), the Debtors shall pay in cash all ~~such~~ fees and expenses of ~~the Agents and~~ the DIP Facility Professionals. [In the event that the U.S. Trustee, Debtors, or the Committee file an objection in accordance herewith, the Debtors shall pay in cash only the undisputed fees and expenses of the DIP Facility Professionals until such objection is resolved, at which time the Debtors shall pay the fees and expense in accordance with such resolution.](#)

(c) **Binding Effect.** The provisions of ~~this Interim~~ [the Financing Orders](#) shall be binding upon and inure to the benefit of the DIP Secured Parties, the Debtors, and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the

estates of the Debtors) whether in the chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

(d) **No Waiver.** The failure of the DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under ~~this Interim~~[the Financing Orders](#), the Term Sheet, [the DIP Credit Agreement](#) or the other DIP Loan Documents or otherwise, shall not constitute a waiver of any of the DIP Secured Parties' rights hereunder, thereunder, or otherwise. Notwithstanding anything herein, the entry of this ~~Interim~~[Final](#) Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair any of the rights, claims, privileges, objections, defenses or remedies of the DIP Secured Parties under the Bankruptcy Code or under non-bankruptcy law against any other person or entity in any court, including without limitation, the right of the Agents (i) to request conversion of the chapter 11 cases to cases under chapter 7, dismissal of the chapter 11 cases, or the appointment of a trustee in the chapter 11 cases, (ii) to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Plan, or (iii) to exercise any of the rights, claims or privileges (whether legal, equitable or otherwise) on behalf of the DIP Secured Parties.

(e) **No Third Party Rights.** Except as explicitly provided for herein, ~~this Interim~~[the Financing Orders](#) ~~does~~[do](#) not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party or incidental beneficiary.

(f) **Consent.** Nothing in this ~~Interim~~[Final](#) Order shall be construed to convey on any individual DIP Secured Party any consent, voting or other rights beyond those (if any) set forth in the ~~Term Sheet~~[DIP Credit Agreement](#) or the DIP Loan Documents.

(g) **No Marshaling.** The DIP Secured Parties shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the Collateral.

~~(h) **Certain Parties’ Reservations of Rights.** Except with respect to the provisions of this Interim Order authorizing new loans, advances or credit actually extended, or new letters of credit actually issued under the Letter of Credit Facility, in each case on or after the date of this Interim Order and prior to the date set for the Final Hearing (but only to the extent authorized and permitted by this Interim Order), the provisions of this Interim Order are interim and shall be without prejudice to the rights of any party to object to any item with regard to the DIP Facility or any related item (or any item) at the Final Hearing.~~

(h) ~~(i)~~ **Amendment.** As provided in and consistent with their respective rights under the Term Sheet ~~or, the DIP Credit Agreement,~~ the DIP Loan Documents or the Liquidity Facility Agreement, the Borrower and the applicable ~~Loan~~Credit Parties, as the case may be, with the consent of the Required Lenders and, to the extent provided in the DIP Loan Documents, the L/C Issuer, and as acknowledged by the Agents, may make any non-material amendment, modification, supplement or waiver of any provision of the Term Sheet, the DIP Credit Agreement, the Budget, or the DIP Loan Documents or the Liquidity Facility Agreement, and the Debtors are authorized to enter into any such amendment, modification, supplement or waiver, without further notice to or approval of the Court, and shall provide copies of any such amendments to counsel for the Committee. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by, or on behalf of, the Borrower, the other applicable ~~Loan~~Credit Parties, and the Required Lenders, and, to the extent provided in the

DIP Loan Documents, the L/C Issuer, and shall be acknowledged by the Agents, as provided in the Term Sheet ~~or~~, [the DIP Credit Agreement](#), the DIP Loan Documents [or the Liquidity Facility Agreement](#) and approved by the Court (to the extent required by this paragraph 18(~~h~~)) after notice to parties in interest.

(i) ~~(j)~~ [Priority of Terms](#). To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Loan Documents, the Motion, any other order of this Court (including, without limitation, the Cash Management Order [or the Interim Order](#)), or any other agreements, on the one hand, and (b) the terms and provisions of this ~~Interim~~[Final](#) Order, on the other hand, unless such term or provision herein is phrased in terms of “defined in” or “as set forth in” any of the [other](#) DIP Loan Documents, the terms and provisions of this ~~Interim~~[Final](#) Order shall govern.

(j) ~~(k)~~ [Survival of Interim Financing Orders](#). The provisions of ~~this Interim~~[the Financing](#) Orders and any actions taken pursuant [thereto](#) shall survive entry of any order which may be entered (i) confirming any Plan in the chapter 11 cases, (ii) converting any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing any of the chapter 11 cases, (iv) withdrawing of the reference of any of the chapter 11 cases from this Court or (v) providing for abstention from handling or retaining of jurisdiction of any of the chapter 11 cases in this Court. The terms and provisions of ~~this Interim~~[the Financing](#) Orders, including the DIP Liens and DIP Superpriority Claims granted pursuant to ~~this Interim~~[the Financing](#) Orders, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Liens and DIP Superpriority Claims shall maintain their respective priorities as provided by ~~this Interim~~[the Financing](#) Orders, the Term Sheet, [the DIP Credit Agreement](#) and the other DIP Loan

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Documents (as the case may be) until all of the DIP Obligations have been indefeasibly satisfied and paid in full in cash.

(k) **No Discharge.** Unless all DIP Obligations are indefeasibly paid in full in cash, none of the DIP Obligations shall be discharged by the entry of any order confirming a plan of reorganization or liquidation in any of these chapter 11 cases, and pursuant to section 1141(d)(4) of the Bankruptcy Code, each Debtor has waived such discharge.

(l) **No Challenge to Credit Bid Rights.** None of the Debtors shall object to any DIP Secured Party's credit bidding up to the full amount of the applicable outstanding DIP Obligations in any sale of any Collateral, whether such sale is effected through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

(m) ~~(+)~~ **Enforceability.** ~~This Interim~~The Financing Orders shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Any finding of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

(n) ~~(+)~~ **Waiver of Any Applicable Stay.** Any applicable stay (including, without limitation, under Bankruptcy Rule 6004) is hereby waived and shall not apply to this ~~Interim~~Final Order.

21. ~~15.~~ **Limitation of Liability.** In determining to make any loan under the Term Sheet or the DIP Credit Agreement pursuant to ~~this Interim~~the Financing Orders, the Term Sheet, the DIP Credit Agreement or the other DIP Loan Documents, the DIP Secured

Parties in their capacity as such shall not be deemed to be in control of the operations of the ~~Loan Parties~~[Debtors](#) to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the ~~Loan Parties~~[Debtors](#) (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29, U.S. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Furthermore, nothing in ~~this Interim~~[the Financing Orders](#), the Term Sheet, [the DIP Credit Agreement](#) or the other DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the ~~Loan Parties~~[Debtors](#). None of the DIP Secured Parties in their capacity as such or any of their Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and none of the DIP Secured Parties or any of their Affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates. The provisions of this paragraph apply only to the extent that the DIP Lenders’ actions [in their capacity as such](#) do not constitute, within the meaning of 42 U.S.C. § 9601(20)(F), actual participation in the management or operational affairs of a vessel or facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended, or any similar federal or state statute) [as determined by final order entered by a court of competent jurisdiction](#).

16. **Final Hearing**

~~(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facilities is scheduled for April 26, 2017, at 2 p.m. (Prevailing Eastern Time) at the United States Bankruptcy Court for the Southern District of New York. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order (in form and substance acceptable to the Required Lenders, Agents, and the L/C Issuer) may be presented by the Debtors and entered by this Court.~~

~~(b) On or before April 3, 2017 the Debtors shall serve, by United States mail, first class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the “**Final Hearing Notice**”), together with copies of this Interim Order and the Motion, on the Notice Parties and to any other party that has filed a request for notices with this Court prior thereto and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than April 20, 2017 at 12 p.m. (Prevailing Eastern Time), which objections shall be served so that the same are received on or before such date by: (a) counsel for the Debtors, Weil Gotshal & Manges, LLP, 767 Fifth Ave., New York, NY 10153-0119 (Attn: Gary T. Holtzer, Garrett A. Fail, and Robert Lemons); (b) counsel to TNEH UK, Togut, Segal & Segal LLP, One Penn Plaza, New York, NY 10119 (Attn: Albert Togut); (c) counsel to Apollo, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, N.Y. 10019-6064 (Attn: Jeffrey D. Saferstein) and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K Street NW, Washington, DC 20006-1047 (Attn: Claudia R.~~

~~Tobler); (d) counsel to the Agents and the L/C Issuer, Shearman & Sterling LLP, 599
Lexington Avenue, New York, NY 10022-6069 (Attn: Fredric Sosnick and Ned Schodek);
(e) counsel to Toshiba Corporation, Skadden, Arps, Slate, Meagher & Flom LLP, 300 South
Grand Ave., Suite 3400, Los Angeles, CA 90071 (Attn: Van C. Durrer II and Annie Li) (f)
counsel to any Committee; and (g) the U.S. Trustee.~~

22. **Interests of Governmental Entities in Certain Property.** Nothing in the
Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents
shall grant a priming lien or other priming security interest in favor of the Collateral Agent or
the Lenders in any interest of any governmental unit with respect to any trust fund, letter of
credit, surety bond, insurance proceeds, or other financial assurance instrument, including but
not limited to the letters of credit described in paragraph 17 of the Motion, and any letters of
credit issued pursuant to the Letter of Credit Facility, in each case to the extent such
governmental unit (and not a Debtor) is the applicable beneficiary and in each case only to the
extent of such governmental unit's interest therein. The Collateral Agent's and the Lenders'
liens and security interests in such property shall be limited to the extent of the Debtors'
interests in such property.

23. **Financial Assurance Requirements.** Nothing in the Interim Order, this
Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall prejudice the
rights of any governmental unit to require the Debtors to comply with any financial assurance
requirements of applicable law, including, but not limited to, those contained in the regulations
in title 10, Chapter I, of the Code of Federal Regulations ("**10 CFR**"), Part 70, promulgated
by the U.S. Nuclear Regulatory Commission ("**NRC**") pursuant to the Atomic Energy Act of
1954, as amended, and the Energy Reorganization Act of 1974.

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24. **No Impact on Compliance with Laws.** Nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall permit the Debtors to violate 28 U.S.C. § 959(b).

25. **Governmental Setoff and Recoupment Rights.** As to the United States, its agencies, departments, or agents, nothing in the Interim Order, this Final Order, the DIP Credit Agreement, or other DIP Loan Documents shall discharge, release or otherwise preclude any valid and enforceable right of setoff or recoupment that any such entity may have.

26. **Department of Energy Interests in Funded Property.** Nothing contained in this Order or in the DIP Loan Documents, nor the Debtors' entry into any of the DIP Loan Documents, shall create, modify, limit, diminish, expand, or extinguish any rights and interests of the United States Department of Energy ("DOE") in real property, personal property, intellectual property or equipment, rights of setoff, or the respective proceeds thereof DOE acquired pursuant to any contracts, subcontracts, financial assistance grants, and technology transfer agreements (including Cooperative Research and Development Agreements (CRADA), Work for Others (WFO) agreements, and Strategic Partnership Project (SPP) agreements) between the Debtors and the DOE (the "**Funded Property**"). The rights of the DOE relating to its interests, if any, in the Funded Property (the "**DOE Interests**"), including but not limited to any right to assert the position that such interests are not property of the estate, and any right requiring DOE approval of certain transfers of rights in any Funded Property, are fully preserved. The rights of the Debtors and DIP Secured Parties, if any, relating to the DOE Interests are fully preserved as well. Any lien created by the DIP Facility on the Funded Property shall be subject to the DOE Interests, if any.

27. Provisions Relating to the Vogtle Plant. Notwithstanding anything to the contrary in the Term Sheet, the DIP Financing Orders, the DIP Credit Agreement or the other DIP Loan Documents, the exercise of remedies thereunder by any of the DIP Secured Parties shall not eliminate any rights of (a) Georgia Power Company, Oglethorpe Power Corporation, MEAG Power SPVJ, LLC, MEAG Power SPVP, LLC, MEAG Power SPVM, LLC and the City of Dalton, Georgia (collectively, the “Owners”) and Southern Nuclear Company (“SNC”), and their respective affiliates and permitted assignees, or (b) the United States Department of Energy (“DOE”) and its permitted assignees (the Owners, SNC, DOE and their respective affiliates and permitted assignees, to be collectively referred to as the “Vogtle Parties”), under any existing or future license in and to the Vogtle IP or under any other agreement with respect to the Vogtle IP (such licenses or other agreements, to be collectively referred to as the “Vogtle IP Agreements.”) The Debtors shall not enter into any future material license of Vogtle IP without the DIP Lenders’ prior written consent, which consent shall not be unreasonably withheld. For purposes of this Order, “Vogtle IP” shall mean “AP1000 and Vogtle Project-related intellectual property, documentation, software, and information technology, including source code and infrastructure required for the design, construction, testing, licensing, startup, maintenance and operation of the Vogtle Project, whether developed or yet to be developed.”

28. To the extent the DIP Secured Parties have ownership or control over the Vogtle IP as a result of the exercise of one or more of such remedies, the DIP Secured Parties shall: (1) provide the Vogtle Parties with rights to the Vogtle IP owned or controlled by the DIP Secured Parties to substantively the same extent and on substantially the same terms and conditions as the Vogtle Parties have under the applicable Vogtle IP Agreements;

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(2) in the event the Vogtle Parties do not have in effect a license and/or agreement with respect to any part of the Vogtle IP owned or controlled by the DIP Secured Parties, the DIP Secured Parties will provide the Vogtle Parties, on commercially reasonable terms and subject to the Vogtle Parties' agreement to be bound by commercially reasonable confidentiality obligations, rights to such of the Vogtle IP as may be necessary and appropriate to construct and operate the Vogtle Project or to safely wind-down the Vogtle Project; and (3) hold such Vogtle IP in a manner such that it is commercially accessible by the Vogtle Parties pursuant to clauses (1) and (2).

29. In connection with any sale or other transfer of the Vogtle IP other than to the DIP Secured Parties (or an affiliate of the DIP Secured Parties in such affiliate's capacity as an assignee of a DIP Secured Party as permitted under the DIP Credit Agreement), the DIP Secured Parties shall not agree or consent to such sale or transfer unless the purchaser or transferee agrees in writing to provide the Vogtle Parties with rights to the Vogtle IP to substantively the same extent and on substantially the same terms and conditions as provided by the Debtors to the Vogtle Parties pursuant to the Vogtle IP Agreements; provided, however, that nothing herein restricts the DIP Secured Parties from selling, using or otherwise transferring the Vogtle IP in connection with or as part of the Debtors' businesses and operations unrelated to the Vogtle Project so long as the Vogtle Parties continue to have such rights to the Vogtle IP under the Vogtle IP Agreements; provided, however, that the Vogtle Parties, the Debtors or the DIP Lenders may move the Court to resolve any dispute arising under this paragraph 26 with respect to the scope, necessity or commercial reasonableness of the restrictions on transfer hereunder.

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30. To the extent the Vogtle Parties are entitled to the Vogtle IP pursuant to this Order, such Vogtle IP shall be in the state and condition in which the Debtors last owned the Vogtle IP immediately prior to the DIP Secured Parties' exercise of remedies through which they acquired the Vogtle IP, except (1) as otherwise provided for in any agreement between any Person other than the DIP

31. **Section 506(c) Claims.** No costs or expenses of administration which have been or may be incurred in the chapter 11 cases at any time (excluding, for the avoidance of doubt, the Carve-Out) shall be charged against the DIP Secured Parties or the Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise.

32. **Reporting.** The Debtors shall provide the Committee with copies of the 13-Week Forecasts (and a forecast of reasonably foreseeable contingency needs) and all other materials provided under subparagraphs 5.1, 5.2(a), and 5.7(a)-(h) of the DIP Credit Agreement, within one (1) business day of being delivered to the DIP Secured Parties. The foregoing is without prejudice to the Committee's rights to request additional information it deems relevant.

33. ~~17.~~ **Retention of Jurisdiction.** The Court has and will retain jurisdiction to enforce this ~~Interim~~Final Order according to its terms.

SO ORDERED by the Court ~~March 30~~May [●], 2017.

THE HONORABLE JUDGE MICHAEL E.
WILES
UNITED STATES BANKRUPTCY JUDGE

[PROPOSED FINAL ORDER](#)

[Exhibit ~~1~~A](#)

~~Term Sheet~~

[DIP Credit Agreement](#)

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Exhibit 2B

~~Budget~~ [Liquidity Facility Agreement](#)