

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue
 New York, New York 10153
 Telephone: (212) 310-8000
 Facsimile: (212) 310-8007
 Gary T. Holtzer
 Robert J. Lemons
 Garrett A. Fail

*Attorneys for Debtors
 and Debtors in Possession*

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

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In re	: Chapter 11
	: Case No. 17-10751 (MEW)
WESTINGHOUSE ELECTRIC COMPANY	: (Jointly Administered)
LLC, et al.,	:
	:
	:
Debtors.¹	:
	:
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**NOTICE OF FILING OF AMENDMENT NO. 8
 TO VOGTLE INTERIM ASSESSMENT AGREEMENT**

PLEASE TAKE NOTICE that on the date hereof, Westinghouse Electric Company LLC, WECTEC Global Project Services, Inc. f/k/a Stone and Webster, WECTEC Staffing Services LLC and Georgia Power Company, for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and The City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively,

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.



the “**Parties**”) entered into an eighth amendment (“**Vogle Amendment No. 8**”) to that certain *Interim Assessment Agreement*, dated March 29, 2017, among the Parties, which was approved by the Court on March 30, 2017 [ECF No. 68] and amended by the Parties on April 28, 2017 [ECF No. 388], May 12, 2017 [ECF No. 464], June 3, 2017 [ECF No. 669], June 5, 2017 [ECF No. 669], June 9, 2017 [ECF No. 691], June 22, 2017 [ECF No. 762], and June 28, 2017 [ECF No. 800]. A copy of Vogle Amendment No. 8 is attached hereto as Exhibit A.

Dated: July 20, 2017
New York, New York

/s/ Garrett A. Fail
Gary T. Holtzer
Robert J. Lemons
Garrett A. Fail
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Vogle Amendment No. 8

AMENDMENT NO. 8 TO INTERIM ASSESSMENT AGREEMENT

This eighth amendment (this "Amendment") to the Interim Assessment Agreement dated as of March 29, 2017 (as amended, the "Interim Assessment Agreement"),¹ by and among Georgia Power Company, for itself and as agent for Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and The City of Dalton, Georgia, acting by and through its Board of Water, Light and Sinking Fund Commissioners (collectively, "GPC"), and Westinghouse Electric Company LLC, WECTEC Staffing Services LLC, and WECTEC Global Project Services, Inc. f/k/a Stone and Webster (collectively, the "Debtors" and, together with GPC, the "Parties"), is entered into as of the 20th day of July, 2017.

RECITALS

WHEREAS, as of March 29, 2017, GPC and the Debtors entered into the Interim Assessment Agreement to set forth the relative rights and obligations of the Parties with respect to the Vogtle Project during the Interim Assessment Period; and

WHEREAS, on March 30, 2017, the Bankruptcy Court entered an order (D.I. 68) in the Debtors' bankruptcy cases permitting them to enter into and perform under the Interim Assessment Agreement; and

WHEREAS, section 2 of the Interim Assessment Agreement permits the Interim Assessment Period to be extended by agreement of all of the Parties; and

WHEREAS, on April 28, 2017, May 12, 2017, June 3, 2017, June 5, 2017, June 9, 2017, June 22, 2017, and June 28, 2017, the Parties entered into Amendment No. 1, Amendment No. 2,

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Interim Assessment Agreement.

Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7, respectively, to the Interim Assessment Agreement pursuant to which the Parties amended the Interim Assessment Agreement to, among other things, extend the Interim Assessment Period; and

WHEREAS the Parties desire to amend the Interim Assessment Agreement to further extend the Interim Assessment Period.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, the Parties, each intending to be legally bound hereby, agree to amend the Interim Assessment Agreement as follows:

1. Paragraph 2 of the Interim Assessment Agreement shall be deleted and replaced in its entirety to read as follows: “This Agreement shall extend from the Effective Date to and through the earlier of (a) July 27, 2017 at 5:00 p.m. (Eastern Time), (b) the effective date of that certain Amended and Restated Services Agreement, entered into amongst the Parties, and (c) termination of the Interim Assessment Agreement by any Party upon five (5) business days’ notice (the “Interim Assessment Period”). The Interim Assessment Period may be extended by agreement of all the Parties.”

2. This Amendment shall be construed in connection with and as part of the Interim Assessment Agreement, and all terms, conditions, and covenants contained in the Interim Assessment Agreement, except as herein modified, shall be and shall remain in full force and effect. The Parties hereto agree that they are bound by the terms, conditions, and covenants of the Interim Assessment Agreement as amended hereby.

3. The Parties hereto agree that the terms of this Amendment shall be deemed effective as of the date hereof.

4. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

5. This Amendment shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles. Each Party consents to the exclusive jurisdiction of the Bankruptcy Court to resolve any dispute arising out of or relating to this Amendment.

6. Except as expressly provided for in this Amendment, the Interim Assessment Agreement remains unchanged.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**GEORGIA POWER COMPANY, FOR
ITSELF AND AS AGENT FOR
OGLETHORPE POWER CORPORATION,
MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE CITY OF DALTON,
GEORGIA, ACTING BY AND THROUGH
ITS BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS**

By: _____

Date: _____

**WESTINGHOUSE ELECTRIC COMPANY,
LLC**

By: David E. Dunbar

Date: July 20, 2017

**WECTEC GLOBAL PROJECT SERVICES,
INC.**

By: David E. Dunbar

Date: July 20, 2017


WECTEC STAFFING SERVICES LLC

By: David E. Dunbar

Date: July 20, 2017

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**GEORGIA POWER COMPANY, FOR
ITSELF AND AS AGENT FOR
OGLETHORPE POWER CORPORATION,
MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA AND THE CITY OF DALTON,
GEORGIA, ACTING BY AND THROUGH
ITS BOARD OF WATER, LIGHT AND
SINKING FUND COMMISSIONERS**

By: 
Date: 7/20/17

**WESTINGHOUSE ELECTRIC COMPANY,
LLC**

By: _____

Date: _____

**WECTEC GLOBAL PROJECT SERVICES,
INC.**

By: _____

Date: _____

WECTEC STAFFING SERVICES LLC

By: _____

Date: _____