PLAN SUPPLEMENT IN CONNECTION WITH THE
DEBTORS’ JOINT CHAPTER 11 PLAN OF REORGANIZATION

Westinghouse Electric Company LLC, Toshiba Nuclear Energy Holdings (UK) Limited, and certain of their affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases, hereby file the Plan Supplement in connection with, and as defined in, the

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, Inc. d/b/a WECTEC Global Project Services Inc. (8572), 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 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.
Debtors’ Modified First Amended Joint Chapter 11 Plan of Reorganization, dated February 22, 2018 [ECF No. 2622] (as may be amended, modified, or supplemented from time to time, the “Plan”). Capitalized terms not defined herein have the meaning ascribed to them in the Plan.

This Plan Supplement is integral to and part of the Plan, and contains the following documents annexed hereto:

- **Exhibit A** – Amended Certificates of Incorporation and Amended By-Laws
- **Exhibit B** – Board of Director information required by Bankruptcy Code Section 1129(a)(5)
- **Exhibit C** – Wind Down Co Organizational Documents
- **Exhibit D** – Plan Oversight Board members
- **Exhibit E** – Plan Oversight Board By-Laws
- **Exhibit F** – NI Settlement
- **Exhibit G** – Toshiba—EMEA Settlement Agreement (form of)
- **Exhibit H** – List of Released Subsidiaries
- **Exhibit I** – Reconciliation Plan
- **Exhibit J** – Agreement to Adjust Compensation of Independent Directors

The Plan Supplement documents attached hereto remain subject to (a) further review, negotiations, and modifications, and (b) final approval and documentation in a manner consistent with the Plan and that certain Plan Support Agreement dated as of January 17, 2018 (the “PSA”), and that the Debtors reserve the right to amend documents contained in or annexed as exhibits to the Plan Supplement before the Effective Date in accordance with the Plan and the PSA.
Dated: March 9, 2018
New York, New York

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Attorneys for Debtor Toshiba
Nuclear Energy Holdings (UK) Limited
Exhibit A

Amended Certificates of Incorporation and Amended By-Laws of the Reorganized Debtors
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
CE NUCLEAR POWER INTERNATIONAL, INC.

* * * * * *

CE Nuclear Power International, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Delaware on June 7, 1999 under the name “ABB C-E Nuclear Power International, Inc.” which name was subsequently amended to “CE Nuclear Power International, Inc.” on April 28, 2000. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is CE Nuclear Power International, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).

ARTICLE VI.

Elections of directors need not be by written ballot.
ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar
indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

    (c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

    (d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

        (i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

        (ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

        (iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

        (iv) By the stockholders.

    (e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

    (f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or

(iv) for any transaction from which the director derived an improper personal benefit.
If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

THE UNDERSIGNED, being an authorized person within the meaning of Section 103 of the General Corporation Law of the State of Delaware makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

CE NUCLEAR POWER INTERNATIONAL, INC.

By: ________________________________
    Name:
    Title:
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
FAUSKE AND ASSOCIATES LLC

Fauske and Associates LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999, which certificate was subsequently amended on January 29, 2001. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Fauske and Associates LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

FAUSKE AND ASSOCIATES LLC

By: ______________________________________

Name: ______________________________________

Title: ______________________________________
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
FIELD SERVICES, LLC

STATE OF LOUISANA
PARISH OF EAST BATON ROUGE

Field Services, LLC (the “Company”) was originally formed by the filing of its Articles of Organization with the Office of the Secretary of State of Louisiana on August 22, 2000 under the name “Field Services, Inc.”, which was subsequently converted to “Field Services, LLC” on August 31, 2011. This Amended and Restated Articles of Organization is being filed to amend and restate in its entirety the Articles of Organization of the Company, pursuant to Section 12:1309 of the Louisiana Revised Statutes and, accordingly, such Articles of Organization is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Field Services, LLC (the “Company”).

SECOND. This Company is formed for the purpose of engaging in any lawful activity for which companies may be formed under the law.

THIRD. This duration of the Company is perpetual.

FOURTH. The name and address of the Company’s registered agent is CT Corporation, 3867 Plaza Tower Dr., Baton Rouge, Louisiana, 70816.

FIFTH. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Articles of Organization on this _____ day of ____________, 2018.

FIELD SERVICES, LLC

By: ______________________________________
Name: ________________________________
Title: ________________________________
On this _____ day of ____________, 2018, before me, personally appeared ________________________________________, to me to be the person described in ands who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

By: ______________________________________

Name:____________________________________

Commission Number:______________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
NUCLEAR TECHNOLOGY SOLUTIONS LLC

Nuclear Technology Solutions LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on December 16, 2004, which certificate was subsequently amended on April 11, 2014 and January 15, 2016, respectively. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Nuclear Technology Solutions LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

NUCLEAR TECHNOLOGY SOLUTIONS LLC

By: ________________________________
    Name:
    Title:
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
PAR NUCLEAR HOLDING CO., INC.

* * * * * * * *

PaR Nuclear Holding Co., Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Delaware on June 7, 1999 under the name “ACAS Acquisitions (PaR Systems), Inc.” which name was subsequently amended to “PaR Nuclear Holding Co., Inc.” on May 3, 2004, and changed its registered agent on December 15, 2004. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is PaR Nuclear Holding Co., Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the
adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such
office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

THE UNDERSIGNED, being an authorized person within the meaning of Section 103 of the General Corporation Law of the State of Delaware makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

PaR NUCLEAR HOLDING CO., INC.

By: ______________________________________
    Name: ________________________________
    Title: ________________________________
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF PAR NUCLEAR, INC.

PaR Nuclear, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Illinois on July 1, 1984 under the name “Psy, Inc.” which name was subsequently amended to “Cimcorp Precision Systems Inc.” on August 1, 1989, amended to “PaR Systems, Inc.” on June 3, 1993 and amended to “PaR Nuclear, Inc” on May 2, 2004. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Sections 7.10, 10.15 and 10.20 of the Business Corporation Act of the State of Illinois and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is PaR Nuclear, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Illinois is 208 South LaSalle St., Suite 550, City of Chicago, County of Cook, Illinois 60604. The name of the registered agent of the Corporation at such address is Ira S. Bell.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act of the State of Illinois.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 100,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

The total number of shares of stock of the Corporation that have been initially issued is 100 shares of Common Stock and the paid-in capital of the date hereof is $1,000.

ARTICLE VI.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VII.

Elections of directors need not be by written ballot.

ARTICLE VIII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE IX.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Illinois any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts (as defined below) or such
other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the
time of such act or omission explicitly authorizes such elimination or impairment after such
action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf
of any person who is or was a director, officer, employee or agent of the Corporation, or is or
was serving at the request of the Corporation as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other enterprise against any liability asserted
against such person and incurred by such person in any such capacity, or arising out of such
person's status as such, whether or not the Corporation would have the power to indemnify such
person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted
pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as
to a person who has ceased to be a director, officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Illinois (the “Courts”) are hereby vested with exclusive
jurisdiction to hear and determine all actions for advancement of expenses or indemnification
brought under this section or under any bylaw, agreement, vote of stockholders or disinterested
directors, or otherwise. The Courts may summarily determine the Corporation's obligation to
advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article IX, nor the adoption of any
provision of this Certificate of Incorporation inconsistent with Article IX, shall eliminate or
reduce the effect of this Article IX in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Article IX if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for
monetary damages for breach of fiduciary duty as a director: provided, however, that the
foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its
    stockholders;

(ii) for acts or omissions not in good faith or which involve intentional
    misconduct or a knowing violation of law; or

(iii) for any transaction from which the director derived an improper personal
     benefit.
If the Business Corporation Act of the State of Illinois is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Act of the State of Illinois, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

PAR NUCLEAR, INC.

By: __________________________
    Name: __________________________
    Title: __________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
PCI ENERGY SERVICES LLC

PCI Energy Services LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is PCI Energy Services LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

PCI ENERGY SERVICES LLC

By: ______________________________________
   Name: ________________________________
   Title: ________________________________
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
SHAW GLOBAL SERVICES, LLC

STATE OF LOUISANA
PARISH OF EAST BATON ROUGE

SHAW GLOBAL SERVICES, LLC (the “Company”) was originally formed by the filing of its Articles of Organization with the Office of the Secretary of State of Louisiana on April 21, 2011. This Amended and Restated Articles of Organization is being filed to amend and restate in its entirety the Articles of Organization of the Company, pursuant to Section 12:1309 of the Louisiana Revised Statutes and, accordingly, such Articles of Organization is hereby amended and restated as follows:

FIRST. The name of the limited liability company is SHAW GLOBAL SERVICES, LLC (the “Company”).

SECOND. This Company is formed for the purpose of engaging in any lawful activity for which companies may be formed under the law.

THIRD. This duration of the Company is perpetual.

FOURTH. The name and address of the Company’s registered agent is CT Corporation, 3867 Plaza Tower Dr., Baton Rouge, Louisiana, 70816.

FIFTH. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Articles of Organization on this _____ day of ____________, 2018.

SHAW GLOBAL SERVICES, LLC

By: ______________________________________
Name: ____________________________________
Title: ____________________________________
On this _____ day of ____________, 2018, before me, personally appeared ______________________________________, to me to be the person described in ands who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

By: ______________________________________

Name: _____________________________________

Commission Number: _________________________
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
SHAW NUCLEAR SERVICES, INC.

* * * * * * *

Shaw Nuclear Services, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana on February 13, 2008. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is Shaw Nuclear Services, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).

ARTICLE VI.

Elections of directors need not be by written ballot.
ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts (as defined below) or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the
request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

SHAW NUCLEAR SERVICES, INC.

By: ________________________________
   Name: ________________________________
   Title: ________________________________
Stone & Webster Asia Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana under the name “Stone & Webster International, Inc.” on August 3, 2000, and was subsequently amended to change its name to “Stone & Webster Asia, Inc.” on August 8, 2000, “CB&I Stone & Webster Asia, Inc.” on December 26, 2013, and “Stone & Webster Asia Inc.” on January 20, 2016. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is Stone & Webster Asia Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts (as defined below) or such
other court shall deem proper. The Corporation shall have the power to provide similar
indemnification rights to agents of the Corporation or to a person who is or was serving at the
request of the Corporation as an agent of another corporation, partnership, joint venture, trust or
other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has
been successful on the merits or otherwise in defense of any action, suit or proceeding referred to
in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such
person shall be indemnified against expenses (including attorneys' fees) actually and reasonably
incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered
by a court) shall be made by the Corporation only as authorized in the specific case upon a
determination that indemnification of the present or former director, officer, employee or agent is
proper in the circumstances because the person has met the applicable standard of conduct set
forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to
a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit
or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such
directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent
legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the
Corporation in defending any civil, criminal, administrative or investigative action, suit or
proceeding may be paid by the Corporation in advance of the final disposition of such action,
suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to
repay such amount if it shall ultimately be determined that such person is not entitled to be
indemnified by the Corporation as authorized in this section. Such expenses (including attorneys'
fees) incurred by former directors and officers or other employees and agents of the Corporation
or by persons serving at the request of the Corporation as directors, officers, employees or agents
of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon
such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted
pursuant to, the other subsections of this section shall not be deemed exclusive of any other
rights to which those seeking indemnification or advancement of expenses may be entitled under
any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to
action in such person's official capacity and as to action in another capacity while holding such
office. A right to indemnification or to advancement of expenses arising under a provision of the
certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

STONE & WEBSTER ASIA INC.

By: ________________________________

Name:

Title:
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
STONE & WEBSTER CONSTRUCTION INC.

* * * * * * * *

Stone & Webster Construction Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana under the name “Stone & Webster Construction, Inc.” on August 4, 2000, which was subsequently amended to “CB&I Stone & Webster Construction, Inc.” on December 26, 2013, and “Stone & Webster Construction Inc.” on January 20, 2016. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is Stone & Webster Construction Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court(s) (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court(s) (as defined below) or such
other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the
time of such act or omission explicitly authorizes such elimination or impairment after such
action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf
of any person who is or was a director, officer, employee or agent of the Corporation, or is or
was serving at the request of the Corporation as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other enterprise against any liability asserted
against such person and incurred by such person in any such capacity, or arising out of such
person's status as such, whether or not the Corporation would have the power to indemnify such
person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted
pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as
to a person who has ceased to be a director, officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with
exclusive jurisdiction to hear and determine all actions for advancement of expenses or
indemnification brought under this section or under any bylaw, agreement, vote of stockholders
or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's
obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any
provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or
reduce the effect of this Article VIII in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Article VIII if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for
monetary damages for breach of fiduciary duty as a director: provided, however, that the
foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its
stockholders;

(ii) for acts or omissions not in good faith or which involve intentional
misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal
benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

STONE & WEBSTER CONSTRUCTION INC.

By: ________________________________
   Name: ________________________________
   Title: ________________________________
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
STONE & WEBSTER INTERNATIONAL, INC.¹

* * * * * * * *

Stone & Webster International, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana on February 13, 2008. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.
The name of the Corporation is Stone & Webster International, Inc.

ARTICLE II.
The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.
The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.
The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.
In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).

¹ Note to Draft: Please confirm intended entity. This name does not currently exist on LA SOS website. Is this intended to be for Stone & Webster International Holdings, Inc., instead?
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.
other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

STONE & WEBSTER INTERNATIONAL, INC.

By: ______________________________________
   Name: _________________________________
   Title: ________________________________
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
STONE & WEBSTER SERVICES, L.L.C.

STATE OF LOUISANA
PARISH OF EAST BATON ROUGE

Stone & Webster Services, L.L.C. (the “Company”) was originally formed by the filing of its Articles of Organization with the Office of the Secretary of State of Louisiana on October 24, 2001. This Amended and Restated Articles of Organization is being filed to amend and restate in its entirety the Articles of Organization of the Company, pursuant to Section 12:1309 of the Louisiana Revised Statutes and, accordingly, such Articles of Organization is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Stone & Webster Services, L.L.C. (the “Company”).

SECOND. This Company is formed for the purpose of engaging in any lawful activity for which companies may be formed under the law.

THIRD. This duration of the Company is perpetual.

FOURTH. The name and address of the Company’s registered agent is CT Corporation, 3867 Plaza Tower Dr., Baton Rouge, Louisiana, 70816.

FIFTH. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Articles of Organization on this _____ day of ____________, 2018.

STONE & WEBSTER SERVICES, L.L.C.

By: _________________________________
   Name: _______________________________
   Title: _______________________________
On this ____ day of ____________, 2018, before me, personally appeared ________________________________________, to me to be the person described in ands who executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

By: ______________________________________

Name: ______________________________________

Commission Number: ________________________
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

STONE & WEBSTER, INC.

* * * * * * *

Stone & Webster, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana on July 5, 2000 under the name “SWINC Acquisition Three, Inc.”, which was subsequently amended to “Stone & Webster, Inc.” on July 20, 2013, “CB&I Stone & Webster, Inc.” on December 26, 2013, “WECTEC Global Project Services Inc. on January 20, 2016, and Stone & Webster, Inc. on December 13, 2017. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is Stone & Webster, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts (as defined below) or such
other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the
time of such act or omission explicitly authorizes such elimination or impairment after such
action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf
of any person who is or was a director, officer, employee or agent of the Corporation, or is or
was serving at the request of the Corporation as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other enterprise against any liability asserted
against such person and incurred by such person in any such capacity, or arising out of such
person's status as such, whether or not the Corporation would have the power to indemnify such
person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted
pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as
to a person who has ceased to be a director, officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with
exclusive jurisdiction to hear and determine all actions for advancement of expenses or
indemnification brought under this section or under any bylaw, agreement, vote of stockholders
or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's
obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any
provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or
reduce the effect of this Article VIII in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Article VIII if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for
monetary damages for breach of fiduciary duty as a director: provided, however, that the
foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its
stockholders;

(ii) for acts or omissions not in good faith or which involve intentional
misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal
benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

STONE & WEBSTER, INC.

By: ______________________________________
   Name:
   Title:
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

TSB NUCLEAR ENERGY SERVICES INC.

* * * * * * * *

TSB Nuclear Energy Services Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Delaware on January 19, 1990 under the name “BNFL, Inc.”, which name was subsequently amended to “BNFL Inc.” on June 18, 1990, “BNG America” on April 8, 2005, “BNFL Inc.” on January 27, 2006, “TSB FA Nuclear Services Inc.” on January 24, 2007, and “TSB Nuclear Energy Services Inc.” on April 19, 2012. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is TSB Nuclear Energy Services Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the
adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such
A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

THE UNDERSIGNED, being an authorized person within the meaning of Section 103 of the General Corporation Law of the State of Delaware makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

TSB NUCLEAR ENERGY SERVICES INC.

By: ______________________________________
    Name:
    Title:
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
WEC CAROLINA ENERGY SOLUTIONS, INC.

* * * * * * * *

WEC Carolina Energy Solutions, Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Delaware on June 26, 2008 under the name “WEC Carolina Energy Solutions, Inc.” This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is WEC Carolina Energy Solutions, Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).

ARTICLE VI.

Elections of directors need not be by written ballot.
ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar
indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the
time of such act or omission explicitly authorizes such elimination or impairment after such
action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf
of any person who is or was a director, officer, employee or agent of the Corporation, or is or
was serving at the request of the Corporation as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other enterprise against any liability asserted
against such person and incurred by such person in any such capacity, or arising out of such
person's status as such, whether or not the Corporation would have the power to indemnify such
person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted
pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as
to a person who has ceased to be a director, officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and
determine all actions for advancement of expenses or indemnification brought under this section
or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The
Court of Chancery may summarily determine the Corporation's obligation to advance expenses
(including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any
provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or
reduce the effect of this Article VIII in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Article VIII if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for
monetary damages for breach of fiduciary duty as a director: provided, however, that the
foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its
stockholders;

(ii) for acts or omissions not in good faith or which involve intentional
misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of
Delaware; or

(iv) for any transaction from which the director derived an improper personal
benefit.
If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

THE UNDERSIGNED, being an authorized person within the meaning of Section 103 of the General Corporation Law of the State of Delaware makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

WEC CAROLINA ENERGY SOLUTIONS, INC.

By: ________________________________
   Name: ________________________________
   Title: __________________________________

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AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WEC CAROLINA ENERGY SOLUTIONS, LLC

WEC Carolina Energy Solutions, LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on August 7, 2007, which certificate was subsequently amended on November 9, 2007. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WEC Carolina Energy Solutions, LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WEC CAROLINA ENERGY SOLUTIONS, LLC

By: ________________________________
Name:
Title:
WEC Engineering Services Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Delaware on June 30, 1999 under the name “[________________]”, which name was subsequently amended to “PCI Energy Services Inc.” on July 30, 1999, and “WEC Engineering Services Inc.” on January 14, 2013. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is WEC Engineering Services Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock, each of which shall have a par value of ONE CENT ($0.01) per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the
adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such
office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

THE UNDERSIGNED, being an authorized person within the meaning of Section 103 of the General Corporation Law of the State of Delaware makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

WEC ENGINEERING SERVICES INC.

By: ________________________________
   Name: ________________________________
   Title: ________________________________

1 Note to Draft: Please confirm/insert original incorporation name.
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WEC EQUIPMENT & MACHINING SOLUTIONS, LLC

WEC Equipment & Machining Solutions, LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on August 7, 2007, which certificate was subsequently amended on August 20, 2007, June 8, 2009 and September 8, 2009. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WEC Equipment & Machining Solutions, LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of __________, 2018.

WEC EQUIPMENT & MACHINING SOLUTIONS, LLC

By: ________________________________
    Name:
    Title:
WEC Specialty LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999, which certificate was subsequently amended on January 29, 2001 and October 27, 2015, respectively. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WEC Specialty LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WEC SPECIALTY LLC

By: 
Name: 
Title:
WEC Welding and Machining, LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on August 7, 2007, which certificate was subsequently amended on August 28, 2007. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WEC Welding and Machining, LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WEC WELDING AND MACHINING, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
WECTEC CONTRACTORS INC.

* * * * * * *

WECTEC Contractors Inc. (the “Corporation”) was originally incorporated with the Office of the Secretary of State of Louisiana on November 2, 1981 under the name “Capital River Industries, Inc.”, which was subsequently amended to change its name to “United Crafts, Inc.” on April 11, 1985, “Shaw Constructors, Inc.” on December 15, 1997, “CB&I Shaw Constructors, Inc.” on December 26, 2013, “CB&I Contractors, Inc.” on September 10, 2014, and “WECTEC Contractors Inc.” on January 20, 2016. This Amended and Restated Certificate of Incorporation is being filed to amend and restate in its entirety the Certificate of Incorporation of the Corporation, as subsequently amended or supplemented, pursuant to Section 12:1-1007 of the Revised Statutes of the State of Louisiana and, accordingly, the Certificate of Incorporation of the Corporation is hereby amended and restated as follows:

ARTICLE I.

The name of the Corporation is WECTEC Contractors Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Louisiana is 5615 Corporate Blvd., Suite 400B, 4th Floor, City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70808. The name and address of the registered agent of the Corporation at such address is CT Corporation System, 2867 Plaza Tower Dr., City of Baton Rouge, Parish of East Baton Rouge, Louisiana 70816.

ARTICLE III.

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of Louisiana.

ARTICLE IV.

The total number of shares of stock which the Corporation shall have authority to issue is 5,000 shares of Common Stock, each of which shall have no par value per share.

ARTICLE V.

In furtherance and not in limitation of the powers conferred by statute, the by-laws of the Corporation may be made, altered, amended or repealed by the stockholders or by a majority of the entire board of directors of the Corporation (the “Board”).
ARTICLE VI.

Elections of directors need not be by written ballot.

ARTICLE VII.

Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Corporation shall not issue non-voting equity securities.

ARTICLE VIII.

(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts (as defined below) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts (as defined below) or such
other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to
the certificate of incorporation or the bylaws after the occurrence of the act or omission that is
the subject of the civil, criminal, administrative or investigative action, suit or proceeding for
which indemnification or advancement of expenses is sought, unless the provision in effect at the
time of such act or omission explicitly authorizes such elimination or impairment after such
action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf
of any person who is or was a director, officer, employee or agent of the Corporation, or is or
was serving at the request of the Corporation as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other enterprise against any liability asserted
against such person and incurred by such person in any such capacity, or arising out of such
person's status as such, whether or not the Corporation would have the power to indemnify such
person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted
pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as
to a person who has ceased to be a director, officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(i) The Courts of the State of Louisiana (the “Courts”) are hereby vested with
exclusive jurisdiction to hear and determine all actions for advancement of expenses or
indemnification brought under this section or under any bylaw, agreement, vote of stockholders
or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's
obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VIII, nor the adoption of any
provision of this Certificate of Incorporation inconsistent with Article VIII, shall eliminate or
reduce the effect of this Article VIII in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Article VIII if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for
monetary damages for breach of fiduciary duty as a director: provided, however, that the
foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its
stockholders;

(ii) for acts or omissions not in good faith or which involve intentional
misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or

(iv) for any transaction from which the director derived an improper personal
benefit.
If the Business Corporation Law of the State of Louisiana is amended after the date hereof to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Business Corporation Law of the State of Louisiana, as so amended.

THE UNDERSIGNED, being an authorized person makes this Certificate, hereby declares and certifies that this is his act and deed and the facts herein stated are true and, accordingly, has hereunto set his hand this _____ day of ____________, 2018.

WECTEC CONTRACTORS INC.

By: ______________________________________
   Name: _________________________________
   Title: _________________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WECTEC LLC

WECTEC LLC (the "Company") was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on October 7, 2015, which certificate was subsequently amended on January 5, 2016. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WECTEC LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ______________, 2018.

WECTEC LLC

By: ______________________________________

Name:____________________________________

Title:____________________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WECTEC STAFFING SERVICES LLC

WECTEC Staffing Services LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on December 14, 2015. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is WECTEC Staffing Services LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WECTEC STAFFING SERVICES LLC

By: ______________________________________

Name: ____________________________________

Title: ____________________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WESTINGHOUSE ELECTRIC COMPANY LLC

Westinghouse Electric Company LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on December 13, 1998, which certificate was subsequently amended on March 10, 1999, August 29, 2000 and January 29, 2001, respectively. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Westinghouse Electric Company LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________________
   Name:
   Title:
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WESTINGHOUSE ENERGY SYSTEMS LLC

Westinghouse Energy Systems LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Westinghouse Energy Systems LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WESTINGHOUSE ENERGY SYSTEMS LLC

By: ____________________________
    Name: _______________________
    Title: ________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WESTINGHOUSE INDUSTRY PRODUCTS INTERNATIONAL COMPANY LLC

Westinghouse Industry Products International Company LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Westinghouse Industry Products International Company LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WESTINGHOUSE INDUSTRY PRODUCTS INTERNATIONAL COMPANY LLC

By: ____________________________
Name: ____________________________
Title: ____________________________
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WESTINGHOUSE INTERNATIONAL TECHNOLOGY LLC

Westinghouse International Technology LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on March 8, 1999, which certificate was subsequently amended on January 29, 2001. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, as amended or supplemented, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Westinghouse International Technology LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WESTINGHOUSE INTERNATIONAL TECHNOLOGY LLC

By: __________________________
Name:
Title:
AMENDED AND RESTATED CERTIFICATE OF FORMATION
OF
WESTINGHOUSE TECHNOLOGY LICENSING COMPANY LLC

Westinghouse Technology Licensing Company LLC (the “Company”) was originally formed by the filing of its Certificate of Formation with the Office of the Secretary of State of Delaware on January 19, 2000. This Amended and Restated Certificate of Formation is being filed to amend and restate in its entirety the Certificate of Formation of the Company, pursuant to Section 18-208 of the Delaware Limited Liability Company Act and, accordingly, such Certificate of Formation is hereby amended and restated as follows:

FIRST. The name of the limited liability company is Westinghouse Technology Licensing Company LLC (the “Company”).

SECOND. The address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Corporation Trust Center, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.

IN WITNESS WHEREOF, the undersigned does hereby duly execute this Amended and Restated Certificate of Formation on this _____ day of ____________, 2018.

WESTINGHOUSE TECHNOLOGY LICENSING COMPANY LLC

By: ______________________________________
Name: ____________________________________
Title: _____________________________________
AMENDED AND RESTATED BYLAWS

OF

CE NUCLEAR POWER INTERNATIONAL, INC.

a Delaware Corporation

Date of Adoption:

__________, 2018
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AMENDED AND RESTATED BYLAWS

OF

CE NUCLEAR POWER INTERNATIONAL, INC.
(these “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of CE NUCLEAR POWER INTERNATIONAL, INC., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the General Corporation Law of the State of Delaware to be maintained in the State of Delaware, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Delaware, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairman of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the date of the day next preceding the day on which
the meeting is held. If, in accordance with Section 2.12, corporate action without a
meeting of stockholders is to be taken, the record date for determining stockholders
entitled to express consent to such corporate action in writing, when no prior action by
the Board of Directors is necessary, shall be the day on which the first written consent is
expressed. The record date for determining stockholders for any other purpose shall be at
the close of business on the day on which the Board of Directors adopts the resolution
relating thereto.

A determination of stockholders of record entitled to notice of or to vote at
a meeting of stockholders shall apply to any adjournment of the meeting; provided,
however, that the Board of Directors may fix a new record date for the adjourned
meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all
meetings and, in case of a special meeting, the purpose or purposes for which the meeting
is called, shall be given by or at the direction of the Chairman of the Board (if any) or the
President, the Secretary or the other person(s) calling the meeting to each stockholder
entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date
of the meeting. Such notice may be delivered either personally or by mail. If mailed,
notice is given when deposited in the United States mail, postage prepaid, directed to the
stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting
of stockholders, arranged in alphabetical order for each class of stock and showing the
address of each such stockholder and the number of shares registered in the name of such
stockholder, shall be open to the examination of any stockholder, for any purpose
germene to the meeting, during ordinary business hours, for a period of at least ten (10)
days prior to the meeting, either at a place within the city where the meeting is to be held,
which place shall be specified in the notice of the meeting, or if not so specified, at the
place where the meeting is to be held. The stock list shall also be produced and kept at
the time and place of the meeting during the whole time thereof, and may be inspected by
any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or
to express consent or dissent to a corporate action in writing without a meeting may
authorize another person or persons to act for him by proxy. Proxies for use at any
meeting of stockholders shall be filed with the Secretary, or such other officer as the
Board of Directors may from time to time determine by resolution, before or at the time
of the meeting. All proxies shall be received and taken charge of and all ballots shall be
received and canvassed by the secretary of the meeting who shall decide all questions
touching upon the qualification of voters, the validity of the proxies, and the acceptance
or rejection of votes, unless an inspector or inspectors shall have been appointed by the
chairman of the meeting, in which event such inspector or inspectors shall decide all such
questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. **Voting; Elections; Inspectors.** Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. **Conduct of Meetings.** The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that is necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
officer, employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
FAUSKE AND ASSOCIATES LLC

____________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Fauske and Associates LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, on March 8, 1999, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. Formation and Name. The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “Fauske and Associates LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. Purpose: Power. The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. Principal Place of Business. The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. Registration Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this **Section 17**, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with **Section 10** hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this **Section 18(a)** above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with **Section 10**.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) **Fiduciary Duties.**

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) **Indemnification.**

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
This AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Field Services, LLC, a Louisiana limited liability company (the “Company”), is entered into as of ______________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, effective on ______________, the Company entered into that certain Operating Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Louisiana Revised Statutes (the “Law”) under the name “Field Services, LLC” upon the filing of the Articles of Organization and Initial Report with the Office of the Secretary of State of Louisiana. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Law and of this Agreement and resolves that its rights and liabilities shall be as provided in the Law for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Law and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Law and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Louisiana is c/o CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, Parish of East Baton Rouge, Louisiana, 70816.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Law or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Stone & Webster, Inc. shall be the only member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Louisiana, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company's name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under the Law.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Louisiana corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Articles of Organization, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Law, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Law or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of the Law.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Law if the Company were a corporation incorporated in the State of Louisiana under the Law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.
Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of Members or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this
section or under any provision, agreement, vote of Members or otherwise. The Courts may summarily determine the Company's obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of the Articles of Organization inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company's other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Law be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER(S):

STONE & WEBSTER, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________
This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Nuclear Technology Solutions, L.L.C., a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on December 16, 2004, the Company entered into that certain Operating Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “Nuclear Technology Solutions, L.L.C.” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Stone & Webster, Inc. shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company's obligation to advance expenses (including attorneys' fees).
Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “**Person**” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

S C WOODS, L.L.C., ACTING THROUGH ITS SOLE MEMBER, STONE & WEBSTER, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________
AMENDED AND RESTATED BYLAWS

OF

PaR NUCLEAR HOLDING CO., INC.

a Delaware Corporation

Date of Adoption:

__________, 2018
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AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS

OF

PaR NUCLEAR HOLDING CO., INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of PaR NUCLEAR HOLDING CO., INC., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the General Corporation Law of the State of Delaware to be maintained in the State of Delaware, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Delaware, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairperson of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3

BOARD OF DIRECTORS

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against

expenses (including attorneys' fees) actually and reasonably incurred by such person in

connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section

(unless ordered by a court) shall be made by the Corporation only as authorized in the

specific case upon a determination that indemnification of the present or former director,

officer, employee or agent is proper in the circumstances because the person has met the

applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the

Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to

such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority

vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,

by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or

investigative action, suit or proceeding may be paid by the Corporation in advance of the

final disposition of such action, suit or proceeding upon receipt of an undertaking by or

on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as

authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons

serving at the request of the Corporation as directors, officers, employees or agents of

another corporation, partnership, joint venture, trust or other enterprise may be so paid

upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or

granted pursuant to, the other subsections of this section shall not be deemed exclusive of

any other rights to which those seeking indemnification or advancement of expenses may

be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or

otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of

expenses arising under a provision of the certificate of incorporation or a bylaw shall not

be eliminated or impaired by an amendment to the certificate of incorporation or the

bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9 AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED BYLAWS

OF

PAR NUCLEAR, INC.

an Illinois Corporation

Date of Adoption:

__________, 2018

__________________________________
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ARTICLE 9

AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS

OF

PAR NUCLEAR, INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of PaR Nuclear, Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Act of the State of Illinois (the “Act”) to be maintained in the State of Illinois, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Illinois, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Illinois as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Illinois as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election
of directors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Illinois, on such date, and at such time as the Board of Directors shall
fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the day next preceding the day on
which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman...
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Illinois.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Illinois, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall from time to
time be determined by the Chairman of the Board (if any), or in his absence by the
President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first
meeting for the purpose of organization and the transaction of business, if a quorum is
present, immediately after and at the same place as the annual meeting of the
stockholders. Notice of such meeting shall not be required. At the first meeting of the
Board of Directors in each year at which a quorum shall be present, the Board of
Directors shall proceed to the election of the officers of the Corporation after the annual
meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be
held at such times and places as shall be designated from time to time by resolution of the
Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be
called by the Chairman of the Board (if any), the President or, on the written request of
any director, by the Secretary, in each case on at least twenty-four (24) hours personal,
written or electronic notice to each director. Such notice, or any waiver thereof pursuant
to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as
may otherwise be required by law or provided for in the Certificate of Incorporation or
these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed,
with or without cause, by the holders of a majority of the shares then entitled to vote at an
election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise
provided in the Certificate of Incorporation, vacancies and newly created directorships
resulting from any increase in the authorized number of directors may be filled by action
of the holders of a majority of the shares then entitled to vote; and any director so chosen
shall hold office until the next annual election and until his successor shall be duly
elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of
Incorporation, the Board of Directors shall have the authority to fix the compensation of
directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless
otherwise restricted by the Certificate of Incorporation, any action required or permitted
to be taken at any meeting of the Board of Directors, or any committee designated by the
Board of Directors, may be taken without a meeting if all members of the Board of
Directors or committee, as the case may be, consent thereto in writing, and the writing or
writings are filed with the minutes of proceedings of the Board of Directors or
committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Illinois.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular
meeting of the Board of Directors, provided the notice for such meeting shall specify that
the matter of any such proposed removal will be considered at the meeting but such
removal shall be without prejudice to the contract rights, if any, of the person so
removed. Election or appointment of an officer or agent shall not of itself create contract
rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may
be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be
the chief executive officer of the Corporation unless the Board of Directors designates
another individual as chief executive officer. Subject to the control of the Board of
Directors and the executive committee (if any), the chief executive officer shall have
general executive charge, management and control of the properties, business and
operations of the Corporation with all such powers as may be reasonably incident to such
responsibilities; he may agree upon and execute all leases, contracts, evidences of
indebtedness and other obligations in the name of the Corporation; and shall have such
other powers and duties as designated in accordance with these bylaws and as from time
to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors
otherwise determines, the President shall have the authority to agree upon and execute all
leases, contracts, evidences of indebtedness and other obligations in the name of the
Corporation; and, unless the Board of Directors otherwise determines, he shall, in the
absence of the Chairman of the Board or if there be no Chairman of the Board, preside at
all meetings of the stockholders and (should he be a director) of the Board of Directors;
and he shall have such other powers and duties as designated in accordance with these
bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his
inability or refusal to act, a Vice President designated by the Board of Directors shall
perform the duties of the President, and when so acting shall have all the powers of and
be subject to all the restrictions upon the President. In the absence of a designation by the
Board of Directors of a Vice President to perform the duties of the President, or in the
event of his absence or inability or refusal to act, the Vice President who is present and
who is senior in terms of time as a Vice President of the Corporation shall so act. The
Vice Presidents shall perform such other duties and have such other powers as the Board
of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and
control of all the funds and securities of the Corporation, and he shall have such other
powers and duties as designated in these bylaws and as from time to time may be
assigned to him by the Board of Directors. He shall perform all acts incident to the
position of Treasurer, subject to the control of the chief executive officer and the Board
of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

ARTICLE 6

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Illinois any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Illinois (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
one officer or employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

   (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

   (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

   (iii) under Section 8.65(d) of the Act; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Illinois.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of PCI Energy Services LLC, a Delaware limited liability company (the “Company”), is entered into as of ______________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on March 8, 1999, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “PCI Energy Services LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose: Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in
the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the
Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement.
The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, WEC Welding and Machining, LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the
authority of, and the business and affairs of the Company shall be managed under the direction
of the Member(s), and the Member(s) may make all decisions and take all actions for the
Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for
which the Company is formed under this Agreement and to further the interests of the Company
and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be
referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief
Executive Officer, President, Vice-President, Secretary and Controller) as are customary for
corporations under the laws of the State of Delaware, and such Officers will have the power,
authority and duties described by resolution of the Member(s) or as is customary for each such
position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take
any action or perform any duties on behalf of the Company (including any action or duty
reserved to any particular Officer) and any such person may be referred to as an “authorized
person.” An employee or other agent of the Company will not be an authorized person unless
specifically appointed as such by the Member(s). Duly elected and designated Officers will have
primary responsibility for the day-to-day operations of the Company, subject to oversight by the
Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other
assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the
Company shall be allocated to the Member(s) in accordance with their percentage interest at the
time of distribution. All distributions by the Company shall be made in the same proportion as
profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted
requires the Company to qualify as a foreign limited liability company under the law of that
jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of
the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and
other instruments conforming with this Agreement that are necessary or appropriate to qualify,
continue, and terminate the Company as a foreign limited liability company in all such
jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes
at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) **Fiduciary Duties.**

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) **Indemnification.**

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WEC WELDING AND MACHINING, LLC

By: ________________________________
Name: ______________________________
Title: ______________________________
This AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Shaw Global Services, LLC, a Louisiana limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, effective on May 11, 2011, the Company entered into that certain Operating Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Louisiana Revised Statutes (the “Law”) under the name “Shaw Global Services, LLC” upon the filing of the Articles of Organization and Initial Report with the Office of the Secretary of State of Louisiana. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Law and of this Agreement and resolves that its rights and liabilities shall be as provided in the Law for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Law and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Law and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Louisiana is c/o CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, Parish of East Baton Rouge, Louisiana, 70816.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Law or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Stone & Webster, Inc. shall be the only member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Louisiana, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under the Law.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Louisiana corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Articles of Organization, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Law, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Law or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of the Law.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Law if the Company were a corporation incorporated in the State of Louisiana under the Law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.
Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of Members or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this
section or under any provision, agreement, vote of Members or otherwise. The Courts may summarily determine the Company's obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of the Articles of Organization inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Law be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER(S):

STONE & WEBSTER, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________
AMENDED AND RESTATED BYLAWS

OF

SHAW NUCLEAR SERVICES INC.

a Louisiana Corporation

Date of Adoption:

__________, 2018
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9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS

OF

SHAW NUCLEAR SERVICES INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of Shaw Nuclear Services Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. Annual Meetings. An annual meeting of the stockholders, for the election
of directors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Louisiana, on such date, and at such time as the Board of Directors
shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. Special Meetings. Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. Record Date. For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the day next preceding the day on
which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
officer, employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER ASIA, INC.

a Louisiana Corporation

Date of Adoption:

___________, 2018
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ARTICLE 9
AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS
OF
STONE & WEBSTER ASIA, INC.
(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of Stone & Webster Asia, Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election
of directors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Louisiana, on such date, and at such time as the Board of Directors
shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the day next preceding the day on
which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. Action Without Meeting. Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Power; Number; Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. Quorum. Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. Place of Meetings; Order of Business. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. **Approval or Ratification of Acts or Contracts by Stockholders.** The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. **Powers and Duties of the Chairman of the Board.** If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.

ARTICLE 4
COMMITTEES

4.1. **Designation; Powers.** The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person’s status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. Uncertificated Shares. The shares of the capital stock of the Corporation shall be uncertificated.

7.2. Transfer of Shares. The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Fiscal Year. The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. Notice and Waiver of Notice. Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER CONSTRUCTION INC.

a Louisiana Corporation

Date of Adoption:

___________, 2018
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AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER CONSTRUCTION INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of Stone & Webster Construction Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election
of directors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Louisiana, on such date, and at such time as the Board of Directors
shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the day next preceding the day on
which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. Action Without Meeting. Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Power; Number; Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. Quorum. Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. Place of Meetings; Order of Business. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular
meeting of the Board of Directors, provided the notice for such meeting shall specify that
the matter of any such proposed removal will be considered at the meeting but such
removal shall be without prejudice to the contract rights, if any, of the person so
removed. Election or appointment of an officer or agent shall not of itself create contract
rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may
be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be
the chief executive officer of the Corporation unless the Board of Directors designates
another individual as chief executive officer. Subject to the control of the Board of
Directors and the executive committee (if any), the chief executive officer shall have
general executive charge, management and control of the properties, business and
operations of the Corporation with all such powers as may be reasonably incident to such
responsibilities; he may agree upon and execute all leases, contracts, evidences of
indebtedness and other obligations in the name of the Corporation; and shall have such
other powers and duties as designated in accordance with these bylaws and as from time
to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors
otherwise determines, the President shall have the authority to agree upon and execute all
leases, contracts, evidences of indebtedness and other obligations in the name of the
Corporation; and, unless the Board of Directors otherwise determines, he shall, in the
absence of the Chairman of the Board or if there be no Chairman of the Board, preside at
all meetings of the stockholders and (should he be a director) of the Board of Directors;
and he shall have such other powers and duties as designated in accordance with these
bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his
inability or refusal to act, a Vice President designated by the Board of Directors shall
perform the duties of the President, and when so acting shall have all the powers of and
be subject to all the restrictions upon the President. In the absence of a designation by the
Board of Directors of a Vice President to perform the duties of the President, or in the
event of his absence or inability or refusal to act, the Vice President who is present and
who is senior in terms of time as a Vice President of the Corporation shall so act. The
Vice Presidents shall perform such other duties and have such other powers as the Board
of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and
control of all the funds and securities of the Corporation, and he shall have such other
powers and duties as designated in these bylaws and as from time to time may be
assigned to him by the Board of Directors. He shall perform all acts incident to the
position of Treasurer, subject to the control of the chief executive officer and the Board
of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. Uncertificated Shares. The shares of the capital stock of the Corporation shall be uncertificated.

7.2. Transfer of Shares. The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Fiscal Year. The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. Notice and Waiver of Notice. Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of or electronic signatures elsewhere specifically authorized in these bylaws, or electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER INTERNATIONAL, INC.

a Louisiana Corporation

Date of Adoption:

___________, 2018
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AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER INTERNATIONAL, INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of Stone & Webster International, Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election
of directors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Louisiana, on such date, and at such time as the Board of Directors
shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the date of the day next preceding the
day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice
is waived, at the close of business on the next day preceding the day on which the
meeting is held. If, in accordance with Section 2.12, corporate action without a meeting
of stockholders is to be taken, the record date for determining stockholders entitled to
express consent to such corporate action in writing, when no prior action by the Board of
Directors is necessary, shall be the day on which the first written consent is expressed.
The record date for determining stockholders for any other purpose shall be at the close
of business on the day on which the Board of Directors adopts the resolution relating
thereto.

A determination of stockholders of record entitled to notice of or to vote at
a meeting of stockholders shall apply to any adjournment of the meeting; provided,
however, that the Board of Directors may fix a new record date for the adjourned
meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all
meetings and, in case of a special meeting, the purpose or purposes for which the meeting
is called, shall be given by or at the direction of the Chairman of the Board (if any) or the
President, the Secretary or the other person(s) calling the meeting to each stockholder
entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date
of the meeting. Such notice may be delivered either personally or by mail. If mailed,
notice is given when deposited in the United States mail, postage prepaid, directed to the
stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting
of stockholders, arranged in alphabetical order for each class of stock and showing the
address of each such stockholder and the number of shares registered in the name of such
stockholder, shall be open to the examination of any stockholder, for any purpose
germane to the meeting, during ordinary business hours, for a period of at least ten (10)
days prior to the meeting, either at a place within the city where the meeting is to be held,
which place shall be specified in the notice of the meeting, or if not so specified, at the
place where the meeting is to be held. The stock list shall also be produced and kept at
the time and place of the meeting during the whole time thereof, and may be inspected by
any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or
to express consent or dissent to a corporate action in writing without a meeting may
authorize another person or persons to act for him by proxy. Proxies for use at any
meeting of stockholders shall be filed with the Secretary, or such other officer as the
Board of Directors may from time to time determine by resolution, before or at the time
of the meeting. All proxies shall be received and taken charge of and all ballots shall be
received and canvassed by the secretary of the meeting who shall decide all questions
touching upon the qualification of voters, the validity of the proxies, and the acceptance
or rejection of votes, unless an inspector or inspectors shall have been appointed by the
chairman of the meeting, in which event such inspector or inspectors shall decide all such
questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. First Meeting. Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. Removal. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. Vacancies; Increases in the Number of Directors. Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. Compensation. Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. Action Without a Meeting; Telephone Conference Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**  
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**

**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
This AMENDED AND RESTATED OPERATING AGREEMENT (this “Agreement”) of Stone & Webster Services, L.L.C., a Louisiana limited liability company (the “Company”), is entered into as of ______________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, effective on October 24, 2001, the Company entered into that certain Operating Agreement of the Company, as amended thereto (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. Formation and Name. The Company was formed as a limited liability company under the Louisiana Revised Statutes (the “Law”) under the name “Stone & Webster Services, L.L.C.” upon the filing of the Articles of Organization and Initial Report with the Office of the Secretary of State of Louisiana. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Law and of this Agreement and resolves that its rights and liabilities shall be as provided in the Law for members except as provided herein.

2. Purpose; Power. The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Law and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Law and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. Principal Place of Business. The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Louisiana is c/o CT Corporation System, 3867 Plaza Tower Dr., Baton Rouge, Parish of East Baton Rouge, Louisiana, 70816.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Law or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Stone & Webster, Inc. shall be the only member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Louisiana, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under the Law.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Louisiana corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Articles of Organization, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Law, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Law or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of the Law.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Law if the Company were a corporation incorporated in the State of Louisiana under the Law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigatory (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.
(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of Members or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this
section or under any provision, agreement, vote of Members or otherwise. The Courts may summarily determine the Company's obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of the Articles of Organization inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Law be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER(S):

STONE & WEBSTER, INC.

By: ______________________________
Name: ______________________________
Title: ______________________________
AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER, INC.

a Louisiana Corporation

Date of Adoption:

___________, 2018
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AMENDED AND RESTATED BYLAWS

OF

STONE & WEBSTER, INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of Stone & Webster, Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairman of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3. Annual Meetings. An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Louisiana, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4. Special Meetings. Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5. Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the date of the next day preceding the day on which
the meeting is held. If, in accordance with Section 2.12, corporate action without a
meeting of stockholders is to be taken, the record date for determining stockholders
entitled to express consent to such corporate action in writing, when no prior action by
the Board of Directors is necessary, shall be the day on which the first written consent is
expressed. The record date for determining stockholders for any other purpose shall be at
the close of business on the day on which the Board of Directors adopts the resolution
relating thereto.

A determination of stockholders of record entitled to notice of or to vote at
a meeting of stockholders shall apply to any adjournment of the meeting; provided,
however, that the Board of Directors may fix a new record date for the adjourned
meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all
meetings and, in case of a special meeting, the purpose or purposes for which the meeting
is called, shall be given by or at the direction of the Chairman of the Board (if any) or the
President, the Secretary or the other person(s) calling the meeting to each stockholder
entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date
of the meeting. Such notice may be delivered either personally or by mail. If mailed,
notice is given when deposited in the United States mail, postage prepaid, directed to the
stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting
of stockholders, arranged in alphabetical order for each class of stock and showing the
address of each such stockholder and the number of shares registered in the name of such
stockholder, shall be open to the examination of any stockholder, for any purpose
germane to the meeting, during ordinary business hours, for a period of at least ten (10)
days prior to the meeting, either at a place within the city where the meeting is to be held,
which place shall be specified in the notice of the meeting, or if not so specified, at the
place where the meeting is to be held. The stock list shall also be produced and kept at
the time and place of the meeting during the whole time thereof, and may be inspected by
any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or
to express consent or dissent to a corporate action in writing without a meeting may
authorize another person or persons to act for him by proxy. Proxies for use at any
meeting of stockholders shall be filed with the Secretary, or such other officer as the
Board of Directors may from time to time determine by resolution, before or at the time
of the meeting. All proxies shall be received and taken charge of and all ballots shall be
received and canvassed by the secretary of the meeting who shall decide all questions
touching upon the qualification of voters, the validity of the proxies, and the acceptance
or rejection of votes, unless an inspector or inspectors shall have been appointed by the
chairman of the meeting, in which event such inspector or inspectors shall decide all such
questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. Action Without Meeting. Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Power; Number; Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. Quorum. Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. Place of Meetings; Order of Business. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. *Procedure; Meetings; Quorum.* Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. *Substitution of Members.* The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

**ARTICLE 5**

**OFFICERS**

5.1. *Number, Titles and Term of Office.* The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. *Salaries.* The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. *Removal.* Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

   (i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

   (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

   (iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. Uncertificated Shares. The shares of the capital stock of the Corporation shall be uncertificated.

7.2. Transfer of Shares. The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Fiscal Year. The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. Notice and Waiver of Notice. Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. Resignations. Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. Electronic Signatures. In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. Reliance upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

ARTICLE 9
AMENDMENTS

9.1. Amendment of Bylaws. If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
COMPANY NUMBER 05929672

COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES

[TOSHIBA NUCLEAR ENERGY HOLDINGS (UK) LIMITED]

ARTICLES OF ASSOCIATION
adopted by special resolution passed on

............................2018
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1. PRELIMINARY

1.1. The regulations in the Companies (Model Articles) Regulations 2009 shall not apply to the company.

2. DEFINITIONS AND INTERPRETATION

2.1. In these articles;

*Act* means the Companies Act 2006 including any modification or re-enactment of it for the time being in force;

*articles* means these articles of association as altered from time to time by special resolution;

*auditors* means the auditors of the company;

*Board* means the board of directors of the company;

*Business Day* means a day (other than a Saturday or Sunday) on which banks generally are open in London for a full range of business;

*Chairman* means the chairman of the Board appointed pursuant to article 24.5;

*clear days* in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

*Companies Acts* has the meaning given by section 2 of the Act and includes any enactment passed after those Acts which may, by virtue of that or any other such enactment, be cited together with those Acts as the “Companies Acts” (with or without the addition of an indication of the date of any such enactment);

*director* means a director of the company and the *directors* means the directors or any of them acting as the Board;

*dividend* means dividend or any other distribution;

*entitled by transmission* means in relation to a share in the company, entitled as a consequence of the death or bankruptcy of the holder or otherwise by operation of law;

*the holder* in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

*member* means a person whose name is entered in the register of members as a holder of shares;

*office* means the registered office of the company;

*Ordinary Shares* means (i) the 140 ordinary C shares of nominal value £1.00 each in the capital of the Company; (ii) the 42 ordinary D shares of nominal value £1.00
each in the capital of the Company; and (iii) the 1218 ordinary shares of nominal value £1.00 each in the capital of the Company;

**paid up** means paid up or credited as paid up;

**seal** means the common seal of the company and includes any official seal kept by the company by virtue of section 49 or 50 of the Act;

**secretary** means the secretary of the company (if any) or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;

**shares** means shares in the capital of the company (including the Ordinary Shares); and

**Statutes** means the Act and every other statute for the time being in force to which the Company is subject.

### 2.2. In these articles:

(a) words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and the neuter gender;

(b) the words **including** and **in particular** and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions;

(c) words or expressions contained in these articles which are not defined in these articles but are defined in the Act have the same meaning as in the Act (but excluding any modification of the Act not in force at the date these articles took effect) unless inconsistent with the subject or context; and

(d) heading and marginal notes are inserted for convenience only and do not affect the construction of these articles.

### 3. SHARE CAPITAL AND LIMITED LIABILITY

3.1. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

3.2. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.

3.3. The pre-emption provisions in section 561 of the Act and the provisions of sub-sections 562(1) to 562(5) inclusive of the Act shall not apply to any allotment of the company’s equity securities.

3.4. Subject to the provision of the Act and to any resolution of the company in general meeting passed pursuant to those provisions;
(a) all shares for the time being in the capital of the company (whether forming part of the original or any increased share capital) shall be at the disposal of the directors; and

(b) the directors may allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as they think fit.

3.5. The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

3.6. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

3.7. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by, or recognize, any interest in any share except an absolute right to the entirety thereof in the holder.

4. RIGHTS OF THE SHARES AND RESTRICTION ON ISSUE OF NON-VOTING SHARES

4.1. The Ordinary Shares shall constitute a single class of shares and shall rank pari passu in all respects.

4.2. The Ordinary Shares shall have the following rights:

(a) on a show of hands and on a poll, each holder of Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for each Ordinary Share held by them;

(b) subject to the Board recommending payment of the same, any profits of the company available for distribution which the company may determine to distribute in respect of any financial year shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by them; and

(c) on a distribution of assets of the company among its members on a winding up or any other return of capital (other than a redemption or purchase by the company of its own shares), the assets of the company remaining after the payment of its liabilities shall be distributed (to the extent the company is lawfully able to do so) among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by them.

4.3. Pursuant to Section 1123 of title 11 of the United States Code, notwithstanding any other provision contained herein to the contrary, to the extent prohibited by Section 1123 of title 11 of the United States Code, the Company shall not issue non-voting equity securities.
5. SHARE CERTIFICATES

5.1. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to certificates for the balance of such holdings upon payment of such reasonable sum as the directors may determine). Every certificate shall be executed under the seal or otherwise in accordance with the Act or in such other manner as the directors may approve and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

5.2. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating such evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery of the old certificate.

6. LIEN

6.1. The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the company shall also have a first and paramount lien on any share registered in the name of any person indebted or under any liability to the company whether he is the sole registered holder of a share or one of two or more joint holders. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The company’s lien on a share shall extend to any amount payable in respect of it.

6.2. The company may sell in such manner as the directors determine any shares on which the company has a lien for sums in respect of which the lien exists which are presently payable and are not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

6.3. To give effect to a sale the directors may authorize any person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the sale process.

6.4. The net proceeds of the sale, after payment of costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

6.5. Notwithstanding any other provision of these articles, any lien on shares which the company may have shall not apply in respect of any shares (i) which have been
charged by way of security in favour of any bank or financial institution, on behalf of any bank or financial institution or to any nominee of such a bank or financial institution or (ii) that are transferred in accordance with article 8.2.

7. CALLS ON SHARES AND FORFEITURE

7.1. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days’ notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

7.2. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

7.3. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of that share.

7.4. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.

7.5. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.

7.6. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

7.7. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days’ notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

7.8. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
7.9. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorize any person to execute an instrument of transfer of the share.

7.10. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificates for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

7.11. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

7.12. Notwithstanding any other provision of these articles, any power of directors to forfeit any share which has been called but remains unpaid after notice requiring payment has been given pursuant to these articles shall not apply in respect of any shares that have been charged by way of security to a bank, financial institution or other person or a subsidiary of a bank, financial institution or other person or that are transferred in accordance with article 8.2.

8. SHARE TRANSFERS

8.1. The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent.

8.2. Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

(a) is to any bank or financial institution to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a lender, or agent and trustee for a group of banks or financial
institutions or otherwise), or to any nominee of such a bank or financial institution (a **secured institution**);

(b) is delivered to the company for registration by a secured institution or its nominee in order to perfect its security over the shares;

(c) is expected by a receiver or manager appointed by or on behalf of a secured institution or its nominee under any such security; or

(d) is executed by a secured institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles, no transferor of any shares in the company or proposed transferor of such shares to a secured institution or its nominee and no secured institution or its nominee and no receiver or manager appointed by or on behalf of a secured institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

8.3. A certificate from the secured institution, its nominee or any receiver (or similar officer) that the shares are or are to be subject to security and the transfer is in accordance with the provisions of this article 8 shall be conclusive evidence of such facts.

9. **TRANSMISSION OF SHARES**

9.1. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the company as having any title to his interest, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

9.2. A person becoming entitled by transmission to a share may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have a person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument or transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member or other event giving rise to the transmission had not occurred.

9.3. A person becoming entitled by transmission to a share shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote any meeting of the company or at any separate meeting of the holders of any class of shares in the company.
10. **ALTERATION OF SHARE CAPITAL**

10.1. All shares created by the increase of the company’s share capital, by consolidation, division or sub-division of its share capital shall be:

(a) subject to all the provisions of these articles, including without limitation provisions relating to payments of calls, lien, forfeiture, transfer and transmission; and

(b) unclassified, unless otherwise provided by these articles, by the resolution creating the shares or by the terms of allotment of the shares.

10.2. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorize some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

11. **GENERAL MEETINGS**

11.1. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

12. **NOTICE OF GENERAL MEETINGS**

12.1. General meetings shall be called by at least 14 clear days’ notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90 per cent. in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

Subject to the provisions of these articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member, to the directors and to the auditors.

13. **PROCEEDINGS AT GENERAL MEETINGS**

13.1. No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum shall consist of members holding shares representing not less than 50 per cent. of the aggregate nominal value
of all shares, each of whom is present in person or by proxy or, in the case of a corporation, by a duly authorised representative.

13.2. If a quorum is not present within 1 hour from the time appointed for a general meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place; if a quorum is again not present, then at such adjourned meeting the member or members present shall form a quorum and business transactions with any such members present shall be deemed to constitute business transacted at a meeting and a resolution shall be valid if passed by a majority vote irrespective of which member or members vote in favour of its being passed (provided that this shall only be the case for the purpose of the transaction of the business specified in the agenda contained in the notice of the meeting).

13.3. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

13.4. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number or a proxy to be chairman.

13.5. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the company.

13.6. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days’ notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

13.7. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(a) by the chairman;

(b) by at least two members having the right to vote at the meeting;

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to
not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand by a person as proxy for a member shall be the same as a demand by the member.

13.8. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against the resolution.

13.9. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

13.10. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

13.11. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

13.12. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

14. VOTES OF MEMBERS

14.1. Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

14.2. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

14.3. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning
mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

14.4. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

14.5. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

14.6. On a poll votes may be given either personally or by proxy.

14.7. The appointment of a proxy, whether in hard copy form or electronic form shall be executed in such manner as the directors may approve. Subject thereto, the appointment of a proxy shall be executed by the appointer or his attorney or, if the appointer is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal.

14.8. The appointment of a proxy shall be made in writing and shall be in any usual form or in other form which the directors may approve. Subject thereto, the appointment of a proxy may be:

(a) in hard copy form; or

(b) in electronic form if the company agrees.

The directors may, if they think fit, but subject to the provisions of the Companies Acts, at the company’s expense send hard copy forms of proxy for use at the meeting and issue invitations in electronic form to appoint a proxy in relation to the meeting in such form as may be approved by the directors. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned.

14.9. The appointment of a proxy shall:

(a) if in hard copy form, be delivered by hand or by post to the office or such other place within the United Kingdom as may be specified by or on behalf of the company for that purpose:

(i) in the notice convening the meeting; or
in any form of proxy sent by or on behalf of the company in relation to the meeting, before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

(b) if in electronic form, be received at any address to which the appointment of a proxy may be sent by electronic means pursuant to a provision of the Companies Act or to any other address specified by or on behalf of the company for the purpose of receiving the appointment of a proxy in electronic form:

(i) in the notice convening the meeting; or

(ii) in any form of proxy sent by or on behalf of the company in relation to the meeting; or

(iii) in any invitation to appoint a proxy issued by or on behalf of the company in relation to the meeting, before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

(c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and before the time appointed for the taking of the poll; or

(d) if in hard copy form, where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director.

and any proxy appointment which is not delivered or received in a manner so permitted shall be invalid.

14.10. Where the appointment of a proxy is expressed to have been or purports to have been made, sent or supplied by a person on behalf of a holder of a share:

(a) the company may treat the appointment as sufficient evidence of the authority of that person to make, send or supply the appointment on behalf of that holder;

(b) that holder shall, if requested by or on behalf of the company at any time, send or procure the sending of any written authority under which the appointment has been made, sent or supplied or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid; and

(c) whether or not a request under article 14.10(b) has been made or complied with, the company may determine that it has insufficient evidence of the
authority of that person to make, send or supply the appointment on behalf of that holder and may treat the appointment as invalid.

14.11. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless the previous determination was delivered or received as mentioned in the following sentence before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. Such notice of determination shall be either in hard copy form delivered to the office or such other place within the United Kingdom as may be specified by or on behalf of the company in accordance with article 14.9(a) or in electronic form received at the address (if any) specified by the company in accordance with article 14.9(b), regardless of whether any relevant proxy appointment was effected in hard copy form or in electronic form.

14.12. A proxy appointment shall be deemed to entitle the proxy to exercise all or any of the appointment member’s rights to attend and to speak and vote at a meeting of the company. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

15. RESOLUTIONS IN WRITING

15.1. The company may pass a resolution (except a resolution which is not permitted to be passed in writing pursuant to the Act) without a general meeting being held in accordance with the procedure set out in Chapter 2 of Part 13 of the Act.

16. NUMBER OF DIRECTORS

16.1. The directors shall be not more than five in number.

17. ALTERNATE DIRECTORS

17.1. A director (other than an alternate director) may appoint any person willing to act, whether or not he is a director of the company, to be an alternate director and may remove from office an alternate director so appointed by him.

17.2. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member.

17.3. A person may act as an alternate director to represent more than one director and, at meetings of the directors or any committee of the directors, an alternate director shall be entitled to one vote for every director whom he represents (and who is not
present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

17.4. An alternate director may be repaid by the company such expenses as might properly have been repaid to him if he had been a director but shall not be entitled to receive any remuneration from the company in respect of his services as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct. An alternate director shall be entitled to be indemnified by the company to the same extent as if he were a director.

17.5. An alternate director shall cease to be an alternate director:

(a) if his appointor ceases to be a director;

(b) if his appointor revokes his appointment pursuant to article 17.6;

(c) on the happening of any event which, if he were a director, would cause him to vacate his office as director, or

(d) if he resigns his office by notice to the company.

17.6. Any appointment or removal of an alternate director shall be by notice to the company by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice on receipt of such notice by the company. The notice shall:

(a) if in hard copy form, be delivered personally to the secretary or a director other than the director making or revoking the appointment; or

(b) if in hard copy form or if in electronic form, be sent to such address (if any) for the time being be specified by or on behalf of the company for that purpose or, in default of such specification, to the office.

17.7. Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

18. **POWERS OF DIRECTORS**

18.1. Subject to the provisions of the Act, the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

18.2. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
19. **DELEGATION OF DIRECTORS’ POWERS**

19.1. The directors may delegate any of their powers to any committee consisting of one or more directors. The directors may also delegate to any director holding any executive office such of their powers as the directors consider desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate all or any of the powers delegated to one or more directors (whether or not acting as a committee) or to any employee or agent of the company. Any such delegation may be made subject to such conditions as the directors may specify, and may be revoked or altered. Subject to any conditions imposed by the directors, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

19.2. The directors may appoint any person to any office or employment having a designation or title including the word “director” or attach such a designation or title to any existing office or employment with the company and may terminate any such appointment or the use of any such designation or title. The inclusion of the word “director” in the designation or title of any such office or employment shall not imply that the holder is a director of the company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be a director of the company for any of the purposes of these articles.

20. **APPOINTMENT, DISQUALIFICATION AND REMOVAL OF DIRECTORS**

20.1. Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution or by a decision of the directors.

20.2. A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person’s creditors generally in satisfaction of that person’s debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than 3 months; or

(e) notification is received by the company from the director that the director is resigning from office and such resignation has taken effect in accordance with its terms.

21. **DIRECTORS’ EXPENSES**

21.1. The directors may be paid any travelling, hotel or other expenses incurred by them in connection with their attendance at meetings or directors or committees of directors or general meetings or separate meetings of the holders of any class of
shares or of debentures of the company or otherwise in connection with the discharge of their duties.

22. DIRECTORS’ APPOINTMENTS AND INTERESTS

22.1. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

22.2. For the purposes of section 175 of the Act, the directors may authorise any matter proposed to them accordance with these articles, which would, if not so authorised, involve a breach of duty by a director under that section, including, without limitation, any matter which relates to a situation in which a director has, or can have, an interest which conflicts, or possibly may conflict, with the interests of the company. Any such authorisation will be effective only if:

(a) any requirement as to quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director (a Conflicted Director); and

(b) the matter was agreed to without any Conflicted Director voting or would have been agreed to if his votes had not been counted.

For these purposes the quorum for the transaction of business shall be any two non-Conflicted Directors and the quorum provisions of article 24.4 shall not apply.

The directors may (whether at the time of the giving of the authorisation or subsequently) make any such authorisation subject to any limits or conditions they expressly impose but such authorisation is otherwise given to the fullest extent permitted. The directors may vary or terminate any such authorisation at any time.

For the purposes of these articles, a conflict of interest includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.

22.3. Provided that he has disclosed to the directors the nature and extent of his interest (unless the circumstances referred to in section 177(5) or section 177(6) of the Act apply, in which case no such disclosure is required) a director notwithstanding his office:

(a) may be a party to, or otherwise interested in, any transaction or arrangement with the company in which the company is otherwise (directly or indirectly) interested;
22.4. A director shall not, by reason of his office, be accountable to the company for any remuneration or other benefit which he derives from any office or employment or from any transaction or arrangement or from any interest in any body corporate:

(a) the acceptance, entry into or existence of which has been approved by the directors pursuant to article 22.2 (subject, in any such case, to any limits or conditions to which such approval was subject); or

(b) which he is permitted to hold or enter into by virtue of paragraph (a), (b) or (c) of article 22.3;

nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

22.5. Any disclosure required by article 22.3 may be made at a meeting of the directors, by notice in writing or by general notice or otherwise in accordance with section 177 of the Act.

22.6. A director shall be under no duty to the company with respect to any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this article applies only if the existence of that relationship has been approved by the directors pursuant to article 22.2. In particular, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Act because he fails:

(a) to disclose any such information to the directors or to any director or other officer or employee of the company; and/or

(b) to use or apply any such information in performing his duties as a director of the company.
22.7. Where the existence of a director’s relationship with another person has been approved by the directors pursuant to article 22.2 and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the company by virtue of sections 171 to 177 of the Act because he:

(a) absents himself from meetings of the directors at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or

(b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the company and/or for such documents and information to be received and read by a professional adviser, for so long as he reasonably believes such conflict of interest or possible conflict of interest exists.

22.8. The provisions of articles 22.6 and 22.7 are without prejudice to any equitable principle or rule of law which may excuse the director from:

(a) disclosing information, in circumstances where disclosure would otherwise be required under these articles; or

(b) attending meetings or discussions or receiving documents and information as referred to in article 22.7, in circumstances when such attendance or receiving such documents and information would otherwise be required under these articles.

22.9. Subject to the Act and without prejudice to his obligations of disclosure under the Act and these articles, a director may vote at any meeting of the directors or a committee of the directors, and be counted in the quorum present at a meeting in relation to, any resolution concerning a transaction or arrangement with the company or in which the company is interested, or concerning any other matter in which the company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the company.

23. INSURANCE

23.1. The directors may exercise all the powers of the company to purchase and maintain insurance for or for the benefit of any person who is or was:

(a) a director, other officer, employee or auditor of the company, or any body which is or was the holding company or subsidiary undertaking of the company, or in which the company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the company or such holding company or subsidiary undertaking is or was in any way allied or associated; or
(b) a trustee of any pension fund in which employees of the company or any other body referred to in this article is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

23.2. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to article 23.1 and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.

24. PROCEEDINGS OF DIRECTORS

Board meetings

24.1. Subject to the provisions of these articles the directors may regulate their proceedings as they think fit. A director may, and the secretary shall, at the request of director, call a meeting of the directors. At least two Business Days’ written notice of every meeting of the directors (except for an adjourned meeting) shall be given unless all the directors (or their alternates) approve a shorter notice period in writing or actually attend, without objection, the relevant meeting.

24.2. Notice of a meeting of the directors shall be deemed to be properly sent to a director if it is sent to him personally, or sent in hard copy form to him at his last known address or such other address (if any) as may for the time being be specified by him or on his behalf to the company for such purposes, or sent in electronic form to such address (if any) as may for the time being specified by him or on his behalf to the company for that purpose.

24.3. Without prejudice to the first sentence of article 24.1, a person entitled to be present at a meeting of the directors or of a committee of the directors shall be deemed to be present for all purposes if he is able (directly or by telephonic communication or video conference) to speak to and be heard by all those present or deemed to be present simultaneously. A director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is. The word meeting in these articles shall be construed accordingly.

Quorum; voting

24.4. The quorum for a meeting of the directors shall be a simple majority in number of the total number of directors appointed at that time, each of whom must be present throughout the meeting. Questions arising at a meeting shall be decided by a majority of votes (and in the case of an equality of votes the resolution upon which such vote is taken shall fail). Each director will be entitled to cast one vote on all matters submitted to the Board. Neither the Chairman nor any director shall have a casting vote.
Chairman

24.5. The directors may appoint one of their number to be the chairman of the Board (the Chairman) and may at any time remove him or her from that office.

24.6. The Chairman (if any) shall preside at every meeting of directors at which he is present but in his absence, or if he is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

Validity of acts

24.7. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

Board committees

24.8. A committee of directors shall always consist of at least 2 directors.

24.9. The provisions in this article 24 applicable to meetings of directors shall apply mutatis mutandis to meetings of any committee of directors.

Resolutions in writing

24.10. A resolution in writing agreed to by all of the directors for the time being entitled to vote at a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) at a committee of the directors duly convened and held. For this purpose:

(a) a director signifies his agreement to a proposed written resolution when the company receives from him a document indicating his agreement to the resolution;

(b) the director may send the document in hard copy form or in electronic form to such address (if any) for the time being specified by the company for that purpose, or in default of such specification to the office;

(c) if an alternate director signifies his agreement to the proposed written resolution his appointor need not also signify his agreement; and

(d) if a director signifies his agreement to the proposed written resolution an alternate director appointed by him need not also signify his agreement in that capacity.

25. SECRETARY

25.1. Subject to the provisions of the Act, the directors may decide from time to time whether the company should have a secretary and, if they so decide, the secretary
shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

26. MINUTES

26.1. The directors shall cause minutes to be made in books kept for the purpose:

(a) of all appointments of officers made by the directors; and

(b) of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

27. THE SEAL, DEEDS AND CERTIFICATION

27.1. The seal shall only be used by the authority of a resolution of the directors. The directors may determine who shall sign any document executed under the seal. If they do not, it shall be signed by at least one director and the secretary or by at least two directors. Any document may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the document or by applying the seal or a facsimile of it by any other means to the document. A document signed, with the authority of a resolution of the directors, in accordance with section 44(2) of the Act and expressed (in whatever form of words) to be executed by the company has the same effect as if executed under the seal.

27.2. Any director or the secretary or any person appointed by the directors for the purpose, shall have power to authenticate and certify as true copies of and extracts from:

(a) any document comprising or affecting the constitution of the company, whether in hard copy form or in electronic form;

(b) any resolution passed by the company, the holders of any class of shares in the capital of the company, the directors or any committee of the directors whether in hard copy form or in electronic form; and

(c) any book, record and document relating to the business of the company whether in hard copy form or in electronic form (including, without limitation, the accounts).

27.3. If certified in this way, a document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the company, the holders of any class of shares in the capital of the company, the directors or a committee of the directors, whether in hard copy form or in electronic form shall be conclusive evidence in favour of all persons dealing with the company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting.
28. **RECORD DATES**

28.1. Notwithstanding any other provision of these articles, the company or the directors may fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

29. **DIVIDENDS**

29.1. Subject to the provisions of the Act and the rights attached to the shares, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

29.2. Subject to the provisions of the Act and the rights attached to the shares, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution.

29.3. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

29.4. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

29.5. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct or by any other method approved by the directors. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

29.6. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
29.7. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

30. ACCOUNTS

30.1. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

31. CAPITALISATION OF PROFITS

31.1. The directors may with the authority of an ordinary resolution of the company:

(a) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company’s share premium account or capital redemption reserve;

(b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full share or debentures or other obligations of the company of a nominal amount equal to that sum, and allot the shares or debentures or other obligations of the company credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up shares to be allotted to members credited as fully paid;

(c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures or other obligations becoming distributable under this article in fractions; and

(d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credit as fully paid, of any shares or debentures to which they are entitled upon such capitalization, any agreement made under such authority being binding on all such members.

32. COMMUNICATIONS

32.1. Any notice to be sent to or by any person pursuant to these articles shall be in writing.

32.2. Subject to article 32.1 and unless otherwise provided by these articles, the company shall send or supply a document or information that is required or authorised to be sent or supplied to a member or any other person by the company by a provision of the Companies Acts or pursuant to these articles or to any other rules or regulations to which the company may be subject in such form and by such means as it may in
its absolute discretion determine provided that the provisions of the Act which apply
to send or supplying a document or information required or authorised to be sent or
supplied by the Companies Acts shall, the necessary changes having been made, also
apply to sending or supplying any document or information required or authorised to
be sent by these articles or any other rules or regulations to which the company may
be subject.

32.3. Subject to article 32.1 and unless otherwise provided by these articles, a member or
person entitled by transmission to a share shall send a document or information
pursuant to these articles to the company in such form and by such means as it may
in its absolute discretion determine provided that:

(a) the determined form and means are permitted by the Companies Acts, for
the purpose of sending or supplying a document or information of that type
to a company pursuant to a provision of the Companies Acts; and

(b) unless the board otherwise permits, any applicable condition or limitation
specified in the Companies Acts, including without limitation as to the
address to which the document or information may be sent, is satisfied.

Unless otherwise provided by these articles or required by the directors, such
documents or information shall be authenticated in the manner specified by the
Companies Acts for authentication of a document or information sent in the relevant
form.

32.4. A member present, either in person or by proxy, at any meeting of the company or of
the holders of any class of shares in the company shall be deemed to have been sent
notice of the meeting and, where requisite, of the purposes for which it was called.

32.5. The directors may from time to time issue, endorse or adopt terms and conditions
relating to the use of electronic means for the sending of notices, other documents
and proxy appointment by the company to members or persons entitled by
transmission and by members or persons entitled by transmission to the company.

32.6. Every person who becomes entitled to a share shall be bound by any notice in
respect of that share which, before his name is entered in the register of members,
has been duly given to a person from whom he derives his title.

32.7. In the case of joint holders of a share, all documents and information shall be sent to
the joint holder whose name stands first in the register in respect of the joint holding.
Any document or information so sent shall be deemed for all purposes sent to all the
joint holders.

32.8. Proof that a document or information sent in hard copy form was properly
addressed, prepaid and posted shall be conclusive evidence that the document or
information was sent. A document or information sent by the company to a member
by post shall be deemed to have been received:

(a) if sent by first class post or special delivery post from an address in the
United Kingdom to another address in the United Kingdom, or by a postal
service similar to first class post or special delivery post from an address in
another country to another address in that other country, on the day following that on which the document or information was posted;

(b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the document or information was posted;

(c) in any other case, on the second day following that on which the document or information was posted.

32.9. A document or information sent by the company to a member by hand shall be deemed to have been received by the member when it is handed to a member or left at his registered address.

32.10. Proof that a document or information sent or supplied by electronic means was properly addressed shall be conclusive evidence that the document or information was sent or supplied. A document or information sent or supplied by the company to a member by electronic means shall be deemed to have been received by the member on the day on which the document or information was sent to the member. Such a document or information shall be deemed received by the member on that day notwithstanding that the company becomes aware that the member has failed to receive the relevant document or information for any reason and notwithstanding that the company subsequently sends a hard copy of such document or information by post to the member.

32.11. A document or information may be sent or supplied by the company to the person or persons entitled by transmission to a share by sending it, in any manner the company may choose authorised by these articles for the sending of a document or information to a member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) within the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled. Until such an address has been supplied, a document or information may be sent in any manner in which it might have been sent if the death or bankruptcy or other event giving rise to the transmission had not occurred.

33. **WINDING UP**

33.1. If the company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Insolvency Act 1986, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines and determine the scope and terms of those trusts, but no member shall be compelled to accept any assets upon which there is a liability.
34. INDEMNITY

34.1. Subject to the provisions of, and so far as may be permitted by and consistent with, the Statutes and subject as mentioned below, every director and officer of the Company shall be indemnified by the Company out of its own funds against: (a) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company other than: (i) any liability to the Company or any associated company (as defined in Section 256 of the Act) and (ii) any liability of the kind referred to in Section 234(3) of the Act, and (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office. Such indemnity shall not, however, extend to any liability incurred by or attaching to a director or officer as a result of his own fraud or wilful default but shall extend to other liabilities arising after he ceased to be a director or officer in respect of acts or omissions while he was a director or officer. Where a director or officer is indemnified against any liability in accordance with this Article, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.
AMENDED AND RESTATED BYLAWS

OF

TSB NUCLEAR ENERGY SERVICES INC.

a Delaware Corporation

Date of Adoption:

___________, 2018
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AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS
OF
TSB NUCLEAR ENERGY SERVICES INC.
(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of TSB NUCLEAR ENERGY SERVICES INC., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the General Corporation Law of the State of Delaware to be maintained in the State of Delaware, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Delaware, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairman of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3. Annual Meetings. An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4. Special Meetings. Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5. Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting
is held. If, in accordance with Section 2.12, corporate action without a meeting of
stockholders is to be taken, the record date for determining stockholders entitled to
express consent to such corporate action in writing, when no prior action by the Board of
Directors is necessary, shall be the day on which the first written consent is expressed.
The record date for determining stockholders for any other purpose shall be at the close
of business on the day on which the Board of Directors adopts the resolution relating
thereto.

A determination of stockholders of record entitled to notice of or to vote at
a meeting of stockholders shall apply to any adjournment of the meeting; provided,
however, that the Board of Directors may fix a new record date for the adjourned
meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all
meetings and, in case of a special meeting, the purpose or purposes for which the meeting
is called, shall be given by or at the direction of the Chairman of the Board (if any) or the
President, the Secretary or the other person(s) calling the meeting to each stockholder
entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date
of the meeting. Such notice may be delivered either personally or by mail. If mailed,
notice is given when deposited in the United States mail, postage prepaid, directed to the
stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting
of stockholders, arranged in alphabetical order for each class of stock and showing the
address of each such stockholder and the number of shares registered in the name of such
stockholder, shall be open to the examination of any stockholder, for any purpose
germane to the meeting, during ordinary business hours, for a period of at least ten (10)
days prior to the meeting, either at a place within the city where the meeting is to be held,
which place shall be specified in the notice of the meeting, or if not so specified, at the
place where the meeting is to be held. The stock list shall also be produced and kept at
the time and place of the meeting during the whole time thereof, and may be inspected by
any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or
to express consent or dissent to a corporate action in writing without a meeting may
authorize another person or persons to act for him by proxy. Proxies for use at any
meeting of stockholders shall be filed with the Secretary, or such other officer as the
Board of Directors may from time to time determine by resolution, before or at the time
of the meeting. All proxies shall be received and taken charge of and all ballots shall be
received and canvassed by the secretary of the meeting who shall decide all questions
touching upon the qualification of voters, the validity of the proxies, and the acceptance
or rejection of votes, unless an inspector or inspectors shall have been appointed by the
chairman of the meeting, in which event such inspector or inspectors shall decide all such
questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

**ARTICLE 3**

**BOARD OF DIRECTORS**

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to the certificate of incorporation or the bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

   (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

   (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

   (iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. Uncertificated Shares. The shares of the capital stock of the Corporation shall be uncertificated.

7.2. Transfer of Shares. The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. Ownership of Shares. The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. Fiscal Year. The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. Notice and Waiver of Notice. Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. Resignations. Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. Electronic Signatures. In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. Reliance upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

ARTICLE 9
AMENDMENTS

9.1. Amendment of Bylaws. If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED BYLAWS

OF

WEC CAROLINA ENERGY SOLUTIONS, INC.

a Delaware Corporation

Date of Adoption:

____________, 2018
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ARTICLE 9

AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS

OF

WEC CAROLINA ENERGY SOLUTIONS, INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of WEC CAROLINA ENERGY SOLUTIONS, INC., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the General Corporation Law of the State of Delaware to be maintained in the State of Delaware, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Delaware, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Delaware as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of
enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or
these bylaws, the chairman of the meeting or the holders of a majority of the issued and
outstanding stock, present in person or represented by proxy, at any meeting of
stockholders, whether or not a quorum is present, shall have the power to adjourn such
meeting from time to time, without any notice other than announcement at the meeting of
the time and place of the holding of the adjourned meeting. If the adjournment is for
more than thirty (30) days, or if after the adjournment a new record date is fixed for the
adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder
of record entitled to vote at such meeting. At such adjourned meeting at which a quorum
shall be present or represented any business may be transacted that might have been
transacted at the meeting as originally called.

2.3. **Annual Meetings.** An annual meeting of the stockholders, for the election
doctors to succeed those whose terms expire and for the transaction of such other
business as may properly come before the meeting, shall be held at such place, within or
without the State of Delaware, on such date, and at such time as the Board of Directors
shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13)
months subsequent to the later of the date of incorporation or the last annual meeting of
stockholders.

2.4. **Special Meetings.** Unless otherwise provided in the Certificate of
Incorporation, special meetings of the stockholders for any purpose or purposes may be
called at any time by the Chairman of the Board (if any), by the President or by a
majority of the Board of Directors, and shall be called by the Chairman of the Board (if
any), by the President or the Secretary upon the written request therefor, stating the
purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of
at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such
meeting.

2.5. **Record Date.** For the purpose of determining stockholders entitled to
notice of or to vote at any meeting of stockholders, or any adjournment thereof, or
entitled to express consent to corporate action in writing without a meeting, or entitled to
receive payment of any dividend or other distribution or allotment of any rights, or
entitled to exercise any rights in respect of any change, conversion or exchange of stock
or for the purpose of any other lawful action, the Board of Directors of the Corporation
may fix, in advance, a date as the record date for any such determination of stockholders,
which date shall not be more than sixty (60) days nor less than ten (10) days before the
date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the
stockholders, the record date for determining stockholders entitled to notice of or to vote
at such meeting shall be at the close of business on the day next preceding the day on
which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. Action Without Meeting. Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Power; Number; Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

3.2. Quorum. Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. Place of Meetings; Order of Business. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. **Approval or Ratification of Acts or Contracts by Stockholders.** The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. **Powers and Duties of the Chairman of the Board.** If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

**ARTICLE 4**
**COMMITTEES**

4.1. **Designation; Powers.** The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. **Procedure; Meetings; Quorum.** Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. **Substitution of Members.** The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

**ARTICLE 5**

**OFFICERS**

5.1. **Number, Titles and Term of Office.** The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. **Salaries.** The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
officer, employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

### ARTICLE 9
**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WEC CAROLINA ENERGY SOLUTIONS, LLC

___________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WEC Carolina Energy Solutions, LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on November 9, 2007, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. Formation and Name. The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WEC Carolina Energy Solutions, LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. Purpose: Power. The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. Principal Place of Business. The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. Registration Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, WEC Welding and Machining, LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

   (a) **Fiduciary Duties.**

      (i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

      (ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). **ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY.** Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

   (b) **Indemnification.**

      (i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

   (a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

   (b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

   (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

   (d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

   (e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

      (i) **“Person”** means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

      [Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WEC WELDING AND MACHINING, LLC

By:_____________________________
Name:_________________________
Title:_________________________
AMENDED AND RESTATED BYLAWS

OF

WEC ENGINEERING SERVICES INC.

a Delaware Corporation

Date of Adoption:

__________, 2018
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AMENDMENTS

9.1. Amendment of Bylaws
AMENDED AND RESTATED BYLAWS

OF

WEC ENGINEERING SERVICES INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended
and Restated Bylaws of WEC ENGINEERING SERVICES INC., as adopted by the
shareholders and directors by unanimous consent, and do further declare that any and all
former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the
following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1

OFFICES

1.1. Registered Office. The registered office of the Corporation required by
the General Corporation Law of the State of Delaware to be maintained in the State of
Delaware, shall be the registered office named in the Certificate of Incorporation of the
Corporation, or such other office as may be designated from time to time by the Board of
Directors in the manner provided by law. Should the Corporation maintain a principal
office within the State of Delaware, such registered office need not be identical to such
principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other
places both within and without the State of Delaware as the Board of Directors may from
time to time determine or the business of the Corporation may require.

ARTICLE 2

STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the
principal office of the Corporation, or at such other place within or without the State of
Delaware as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or
provided in the Certificate of Incorporation or these bylaws, the holders of a majority of
the stock issued and outstanding and entitled to vote thereat, present in person or
represented by proxy, shall constitute a quorum at any meeting of stockholders for the
transaction of business and the act of a majority of such stock so represented at any
meeting of stockholders at which a quorum is present shall constitute the act of the
meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairman of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3. Annual Meetings. An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Delaware, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4. Special Meetings. Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5. Record Date. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice is
waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. Notice of Meetings. Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. Stock List. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. **Treasury Stock.** The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. **Action Without Meeting.** Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. **Power; Number; Term of Office.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Delaware.

3.2. **Quorum.** Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. **Place of Meetings; Order of Business.** The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**

**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
officer, employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director's duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Section 174 of the General Corporation Law of the State of Delaware; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. **Resignations.** Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. **Electronic Signatures.** In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. **Reliance upon Books, Reports and Records.** Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

**ARTICLE 9**
**AMENDMENTS**

9.1. **Amendment of Bylaws.** If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT  
OF  
WEC EQUIPMENT & MACHINING SOLUTIONS, LLC  

_____________, 2018  

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WEC Equipment & Machining Solutions, LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on November 9, 2007, the Company entered into that certain Limited Liability Company Agreement of the Company, as amended (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WEC Equipment & Machining Solutions, LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose: Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, WEC Welding and Machining, LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in...
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). **ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY.** Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter I of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such
person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. Insurance. Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. Amendments. The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. Miscellaneous.

(a) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) Defined Terms. The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WEC WELDING AND MACHINING, LLC

By: ______________________________
   Name: ______________________________
   Title: ______________________________
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
WEC SPECIALTY LLC

____________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WEC Specialty LLC, a Delaware limited liability company (the “Company”), is entered into as of ______________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, on March 8, 1999, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WEC Specialty LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
Neither the amendment nor repeal of this Section 19, nor the
adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or
reduce the effect of this Section 19 in respect of any matter occurring before such amendment,
repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim
relating to any such matter which would have given rise to a right of indemnification or right to
receive expenses pursuant to this Section 19 if such provision had not been so amended or
repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19,
if approved by the Member(s), the Company will procure and at all times maintain insurance
coverage for its Officers (or its equivalent and to the extent such is insurance coverage is
applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written
instrument signed by it and filed with the books and records of the Company. Pending any
replacement or amendment of this Agreement, it is intended that the provisions of the Act be
controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid,
illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall
not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only
and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in
accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure
to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in
this Section 22(e).

(i) “Person” means any natural person, limited liability company,
corporation, limited partnership, general partnership, joint stock company, joint venture,
association, company, trust, bank trust company, land trust, business trust, or other organization,
whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY LLC

By:______________________________
Name:____________________________
Title:____________________________
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WEC WELDING AND MACHINING, LLC

____________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WEC Welding and Machining, LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on November 9, 2007, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WEC Welding and Machining, LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose: Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) "**Person**" means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY
LLC

By: _____________________________
Name: ___________________________
Title: ___________________________
AMENDED AND RESTATED BYLAWS
OF
WECTEC CONTRACTORS INC.
a Louisiana Corporation

Date of Adoption:
__________, 2018
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AMENDED AND RESTATED BYLAWS

OF

WECTEC CONTRACTORS INC.

(the “Corporation”)

THE UNDERSIGNED do hereby declare and attest that the following are the Amended and Restated Bylaws of WECTEC Contractors Inc., as adopted by the shareholders and directors by unanimous consent, and do further declare that any and all former Bylaws for the Corporation are hereby revoked, rescinded and nullified and the following are to stand in their place as the new Bylaws of the Corporation:

ARTICLE 1
OFFICES

1.1. Registered Office. The registered office of the Corporation required by the Business Corporation Law of the State of Louisiana to be maintained in the State of Louisiana, shall be the registered office named in the Certificate of Incorporation of the Corporation, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law. Should the Corporation maintain a principal office within the State of Louisiana, such registered office need not be identical to such principal office of the Corporation.

1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Louisiana as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 2
STOCKHOLDERS

2.1. Place of Meetings. All meetings of the stockholders shall be held at the principal office of the Corporation, or at such other place within or without the State of Louisiana as shall be specified or fixed in the notices or waivers of notice thereof.

2.2. Quorum; Adjournment of Meetings. Unless otherwise required by law or provided in the Certificate of Incorporation or these bylaws, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business and the act of a majority of such stock so represented at any meeting of stockholders at which a quorum is present shall constitute the act of the meeting of stockholders. The stockholders present at a duly organized meeting may
continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the chairman of the meeting or the holders of a majority of the issued and outstanding stock, present in person or represented by proxy, at any meeting of stockholders, whether or not a quorum is present, shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at such meeting. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally called.

2.3.  **Annual Meetings.** An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, within or without the State of Louisiana, on such date, and at such time as the Board of Directors shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the later of the date of incorporation or the last annual meeting of stockholders.

2.4.  **Special Meetings.** Unless otherwise provided in the Certificate of Incorporation, special meetings of the stockholders for any purpose or purposes may be called at any time by the Chairman of the Board (if any), by the President or by a majority of the Board of Directors, and shall be called by the Chairman of the Board (if any), by the President or the Secretary upon the written request therefor, stating the purpose or purposes of the meeting, delivered to such officer, signed by the holder(s) of at least twenty percent (20%) of the issued and outstanding stock entitled to vote at such meeting.

2.5.  **Record Date.** For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors of the Corporation may fix, in advance, a date as the record date for any such determination of stockholders, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

If the Board of Directors does not fix a record date for any meeting of the stockholders, the record date for determining stockholders entitled to notice of or to vote at such meeting shall be at the close of business on the date of the day next preceding the day on which notice is given or, if, in accordance with Section 8.3 of these bylaws, notice
is waived, at the close of business on the next day preceding the day on which the meeting is held. If, in accordance with Section 2.12, corporate action without a meeting of stockholders is to be taken, the record date for determining stockholders entitled to express consent to such corporate action in writing, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

2.6. **Notice of Meetings.** Written notice of the place, date and hour of all meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the Chairman of the Board (if any) or the President, the Secretary or the other person(s) calling the meeting to each stockholder entitled to vote thereat not less than ten (10) nor more than sixty (60) days before the date of the meeting. Such notice may be delivered either personally or by mail. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

2.7. **Stock List.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not so specified, at the place where the meeting is to be held. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

2.8. **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy. Proxies for use at any meeting of stockholders shall be filed with the Secretary, or such other officer as the Board of Directors may from time to time determine by resolution, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions.
No proxy shall be valid after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable and coupled with an interest sufficient in law to support an irrevocable power.

Should a proxy designate two or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

2.9. Voting; Elections; Inspectors. Unless otherwise required by law or provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock entitled to vote that is registered in his name on the record date for the meeting. Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaw (or comparable instrument) of such corporation may prescribe, or in the absence of such provision, as the Board of Directors (or comparable body) of such corporation may determine. Shares registered in the name of a deceased person may be voted by his executor or administrator, either in person or by proxy.

All voting, except as required by the Certificate of Incorporation or where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by stockholders holding a majority of the issued and outstanding stock present in person or by proxy at any meeting a stock vote shall be taken. Every stock vote shall be taken by written ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. All elections of directors shall be by ballot, unless otherwise provided in the Certificate of Incorporation.

At any meeting at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his ability. Such inspector shall receive the ballots, count the votes and make and sign a certificate of the result thereof. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector.

Cumulative voting for the election of directors shall be prohibited.

2.10. Conduct of Meetings. The meetings of the stockholders shall be presided over by the Chairman of the Board (if any), or if he is not present, by the President, or if neither the Chairman of the Board (if any), nor President is present, by a chairman
elected at the meeting. The Secretary of the Corporation, if present, shall act as secretary of such meetings, or if he is not present, an Assistant Secretary shall so act; if neither the Secretary nor an Assistant Secretary is present, then a secretary shall be appointed by the chairman of the meeting. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

2.11. Treasury Stock. The Corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

2.12. Action Without Meeting. Unless otherwise provided in the Certificate of Incorporation, any action permitted or required by law, the Certificate of Incorporation or these bylaws to be taken at a meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than a unanimous written consent shall be given by the Secretary to those stockholders who have not consented in writing.

ARTICLE 3
BOARD OF DIRECTORS

3.1. Power; Number; Term of Office. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and subject to the restrictions imposed by law or the Certificate of Incorporation, they may exercise all the powers of the Corporation.

The Board of Directors shall consist initially of one director, and thereafter shall consist of such number as may be fixed from time to time by resolution of the Board. Each director shall hold office for the term for which he is elected, and until his successor shall have been elected and qualified or until his earlier death, resignation or removal. Unless otherwise provided in the Certificate of Incorporation, directors need not be stockholders nor residents of the State of Louisiana.

3.2. Quorum. Unless otherwise provided in the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business of the Board of Directors and the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.3. Place of Meetings; Order of Business. The directors may hold their meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places, within or without the State of Louisiana, as the Board of Directors may from time to time determine by resolution. At all meetings of the Board of Directors business shall be transacted in such order as shall
from time to time be determined by the Chairman of the Board (if any), or in his absence by the President, or by resolution of the Board of Directors.

3.4. **First Meeting.** Each newly elected Board of Directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of the stockholders. Notice of such meeting shall not be required. At the first meeting of the Board of Directors in each year at which a quorum shall be present, the Board of Directors shall proceed to the election of the officers of the Corporation after the annual meeting of stockholders.

3.5. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

3.6. **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President or, on the written request of any director, by the Secretary, in each case on at least twenty-four (24) hours personal, written or electronic notice to each director. Such notice, or any waiver thereof pursuant to Section 8.3 hereof, need not state the purpose or purposes of such meeting, except as may otherwise be required by law or provided for in the Certificate of Incorporation or these bylaws.

3.7. **Removal.** Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.8. **Vacancies; Increases in the Number of Directors.** Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by action of the holders of a majority of the shares then entitled to vote; and any director so chosen shall hold office until the next annual election and until his successor shall be duly elected and shall qualify, unless sooner displaced.

3.9. **Compensation.** Unless otherwise restricted by the Certificate of Incorporation, the Board of Directors shall have the authority to fix the compensation of directors.

3.10. **Action Without a Meeting; Telephone Conference Meeting.** Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors, or any committee designated by the Board of Directors, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as a unanimous vote at a
meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

Unless otherwise restricted by the Certificate of Incorporation, subject to the requirement for notice of meetings, members of the Board of Directors, or members of any committee designated by the Board of Directors, may participate in a meeting of such Board of Directors or committee, as the case may be, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.11. Approval or Ratification of Acts or Contracts by Stockholders. The Board of Directors in its discretion may submit any act or contract for approval or ratification at any annual meeting of the stockholders, or at any special meeting of the stockholders called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the vote of the stockholders holding a majority of the issued and outstanding shares of stock of the Corporation entitled to vote and present in person or by proxy at such meeting (provided that a quorum is present), shall be as valid and as binding upon the Corporation and upon all the stockholders as if it has been approved or ratified by every stockholder of the Corporation. In addition, any such act or contract may be approved or ratified by the written consent of stockholders holding a majority of the issued and outstanding shares of capital stock of the Corporation entitled to vote and such consent shall be as valid and as binding upon the Corporation and upon all the stockholders as if it had been approved or ratified by every stockholder of the Corporation.

3.12. Powers and Duties of the Chairman of the Board. If elected, the Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors; and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. The Chairman of the Board may be referred to as the “Chairman” in minutes and resolutions of the Corporation, and the Chairman of the Board may sign instruments binding the Corporation using the title of “Chairman.”

ARTICLE 4
COMMITTEES

4.1. Designation; Powers. The Board of Directors may, by resolution passed by a majority of the whole board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the Corporation. Any such designated committee shall have and may exercise such powers and authority of the Board of Directors in the management of the business and affairs of the Corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in
reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation’s property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution of the Corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the Corporation and, unless such resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers that may require it. In addition to the above such committee or committees shall have such other powers and limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

4.2. Procedure; Meetings; Quorum. Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Directors when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules, or by resolution of such committee or resolution of the Board of Directors. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and the affirmative vote of a majority of the members present shall be necessary for the adoption by it of any resolution.

4.3. Substitution of Members. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

ARTICLE 5
OFFICERS

5.1. Number, Titles and Term of Office. The officers of the Corporation shall be a President, a Treasurer, a Secretary, an Assistant Secretary, Vice Presidents and such other officers as the Board of Directors may from time to time elect or appoint. Each officer shall hold office until his successor shall be duly elected and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person, unless the Certificate of Incorporation provides otherwise.

5.2. Salaries. The salaries or other compensation of the officers and agents of the Corporation shall be fixed from time to time by the Board of Directors.

5.3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed, either with or without cause, by the vote of a majority of the
whole Board of Directors at a special meeting called for the purpose, or at any regular meeting of the Board of Directors, provided the notice for such meeting shall specify that the matter of any such proposed removal will be considered at the meeting but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

5.4. **Vacancies.** Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

5.5. **Powers and Duties of the Chief Executive Officer.** The President shall be the chief executive officer of the Corporation unless the Board of Directors designates another individual as chief executive officer. Subject to the control of the Board of Directors and the executive committee (if any), the chief executive officer shall have general executive charge, management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; he may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.6. **Powers and Duties of the President.** Unless the Board of Directors otherwise determines, the President shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and, unless the Board of Directors otherwise determines, he shall, in the absence of the Chairman of the Board or if there be no Chairman of the Board, preside at all meetings of the stockholders and (should he be a director) of the Board of Directors; and he shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him by the Board of Directors.

5.7. **Vice Presidents.** In the absence of the President, or in the event of his inability or refusal to act, a Vice President designated by the Board of Directors shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. In the absence of a designation by the Board of Directors of a Vice President to perform the duties of the President, or in the event of his absence or inability or refusal to act, the Vice President who is present and who is senior in terms of time as a Vice President of the Corporation shall so act. The Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

5.8. **Treasurer.** The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Corporation, and he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors. He shall perform all acts incident to the position of Treasurer, subject to the control of the chief executive officer and the Board of Directors.
5.9. **Assistant Treasurers.** Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Treasurers shall exercise the powers of the Treasurer during that officer’s absence or inability or refusal to act.

5.10. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors, committees of directors and the stockholders, in books provided for that purpose; he shall attend to the giving and serving of all notices; he may in the name of the Corporation affix the seal of the Corporation to all contracts of the Corporation and attest the affixation of the seal of the Corporation thereto; he shall have charge of the certificate books, transfer books and stock ledgers, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection of any director upon application at the office of the Corporation during business hours; he shall have such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the Board of Directors; and he shall in general perform all acts incident to the office of Secretary, subject to the control of the chief executive officer and the Board of Directors.

5.11. **Assistant Secretaries.** Each Assistant Secretary shall have the usual powers and duties pertaining to his office, together with such other powers and duties as designated in these bylaws and as from time to time may be assigned to him by the chief executive officer or the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer’s absence or inability or refusal to act.

5.12. **Action with Respect to Securities of Other Corporations.** Unless otherwise directed by the Board of Directors, the chief executive officer of the Corporation shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of, or with respect to any action of security holders of, any other entity in which this Corporation may hold securities, and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of such securities, in each case with respect to any vote, action or exercise of rights or powers with respect to any matter which would have been within the authority of the chief executive officer had such vote, action or exercise of rights or powers been taken with respect to the Corporation. For purposes of this Section, the term “security” includes any partnership interest, membership interest, units, or other security owned by the Corporation in an entity, and the term “security holder” includes partner, member, unit holder, and shareholder in an entity.

**ARTICLE 6**
**INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS**

6.1. **Indemnification.**
(a) The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Louisiana any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Courts of Louisiana (the “Courts”) or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court or such other court shall deem proper. The Corporation shall have the power to provide similar indemnification rights to agents of the Corporation or to a person who is or was serving at the request of the Corporation as an agent of another corporation, partnership, joint venture, trust or other enterprise as provided above.

(c) To the extent that a present or former director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any
action, suit or proceeding referred to in subsections (a) and (b) of this section, or in
defense of any claim, issue or matter therein, such person shall be indemnified against
expenses (including attorneys' fees) actually and reasonably incurred by such person in
connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section
(unless ordered by a court) shall be made by the Corporation only as authorized in the
specific case upon a determination that indemnification of the present or former director,
officer, employee or agent is proper in the circumstances because the person has met the
applicable standard of conduct set forth in subsections (a) and (b) of this section. Such
determination shall be made, with respect to a person who is a director or officer of the
Corporation at the time of such determination:

(i) By a majority vote of the directors who are not parties to
such action, suit or proceeding, even though less than a quorum; or

(ii) By a committee of such directors designated by majority
vote of such directors, even though less than a quorum; or

(iii) If there are no such directors, or if such directors so direct,
by independent legal counsel in a written opinion; or

(iv) By the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or
director of the Corporation in defending any civil, criminal, administrative or
investigative action, suit or proceeding may be paid by the Corporation in advance of the
final disposition of such action, suit or proceeding upon receipt of an undertaking by or
on behalf of such director or officer to repay such amount if it shall ultimately be
determined that such person is not entitled to be indemnified by the Corporation as
authorized in this section. Such expenses (including attorneys' fees) incurred by former
directors and officers or other employees and agents of the Corporation or by persons
serving at the request of the Corporation as directors, officers, employees or agents of
another corporation, partnership, joint venture, trust or other enterprise may be so paid
upon such terms and conditions, if any, as the Corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of
any other rights to which those seeking indemnification or advancement of expenses may
be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or
otherwise, both as to action in such person's official capacity and as to action in another
capacity while holding such office. A right to indemnification or to advancement of
expenses arising under a provision of the certificate of incorporation or a bylaw shall not
be eliminated or impaired by an amendment to the certificate of incorporation or the
bylaws after the occurrence of the act or omission that is the subject of the civil, criminal,
administrative or investigative action, suit or proceeding for which indemnification or
advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(g) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this section.

(h) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Courts are hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Courts may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees).

(j) Neither the amendment nor repeal of this Article VI, nor the adoption of any provision of these Bylaws inconsistent with Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VI if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

(k) No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director: provided, however, that the foregoing shall not eliminate or limit the liability of a director:

(i) for any breach of the director’s duty of loyalty to the Corporation or its stockholders;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(iii) under Louisiana Revised Statute 12:1-833; or
(iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE 7
CAPITAL STOCK

7.1. **Uncertificated Shares.** The shares of the capital stock of the Corporation shall be uncertificated.

7.2. **Transfer of Shares.** The shares of stock of the Corporation shall be transferable only on the books of the Corporation by the holders thereof in person or by their duly authorized attorneys or legal representatives, on delivery of an assignment or power of transfer. A record shall be made of each transfer.

7.3. **Ownership of Shares.** The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Louisiana.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1. **Fiscal Year.** The fiscal year of the Corporation shall be such as established from time to time by the Board of Directors.

8.2. **Corporate Seal.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The Secretary shall have charge of the seal (if any). If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by the Assistant Secretary or Assistant Treasurer.

8.3. **Notice and Waiver of Notice.** Whenever any notice is required to be given by law, the Certificate of Incorporation or under the provisions of these bylaws, said notice shall be deemed to be sufficient if given (a) by written or electronic transmission, or (b) by deposit of the same in a post office box in a sealed prepaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the records of the Corporation, and such notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be.

Whenever notice is required to be given by law, the Certificate of Incorporation or under any of the provisions of these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the
express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or the bylaws.

8.4. Resignations. Any director, member of a committee or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the chief executive officer or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

8.5. Electronic Signatures. In addition to the provisions for the use of electronic signatures elsewhere specifically authorized in these bylaws, electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors.

8.6. Reliance upon Books, Reports and Records. Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officers, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the Corporation.

ARTICLE 9
AMENDMENTS

9.1. Amendment of Bylaws. If provided in the Certificate of Incorporation of the Corporation, the Board of Directors shall have the power to adopt, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to amend or repeal such bylaws as adopted or amended by the Board of Directors. Notwithstanding any provision of the Certificate of Incorporation or these bylaws to the contrary, the provisions of Sections 2.12, 3.1, and 3.7 and 3.8 of these bylaws may not be amended without the approval of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote.
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
WECTEC LLC

____________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WECTEC LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, on October 7, 2015, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WECTEC LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose: Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREBIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________
Name: ___________________________
Title: ___________________________
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
WECTEC STAFFING SERVICES LLC

__________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of WECTEC Staffing Services LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on December 14, 2015, the Company entered into that certain Limited Liability Company Agreement of the Company (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “WECTEC Staffing Services LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose: Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, WECTEC LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREBIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.

(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such act or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).
(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

   (i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WECTEC LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
AMENDMENT NO. 2 TO AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WESTINGHOUSE ELECTRIC COMPANY LLC

____________, 2018

This AMENDMENT NO. 2 TO THE AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Amendment”) of Westinghouse Electric Company LLC (the “Company”) is made and entered into as of the date first written above, by BNFL Nuclear Services Inc., as the sole member of the Company (the “Member”). Capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS:

WHEREAS, the Company was formed as “Energy Systems Acquisition Company LLC”, a limited liability company pursuant to the Delaware Limited Liability Company Act (as amended from time to time);

WHEREAS, the name of the Company was changed to “Westinghouse Electric Company LLC” by filing an amendment to the Certificate of Formation of the Company;

WHEREAS, the Member entered into a limited liability company agreement, dated January 11, 1999, as supplemented by a letter agreement, dated March 11, 1999 (together, the “Original Agreement”);

WHEREAS, the Company and Member amended and restated the Original Agreement by entering into Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of the Company, dated December 9, 1999 (together, with the Original Agreement, the “Agreement”); and

WHEREAS, the Company and Member desire to amend the Agreement as of the date hereof;

NOW, THEREFORE, the Member hereby agrees as follows:

1. Amendment. The Agreement is hereby amended by deleting Section 4.1 of the Agreement and replacing it in its entirety with the following:

“4.1 Number and Qualification. The number of directors shall initially be four (4) and thereafter may be changed from time to time by the removal, resignation, death or disability of the directors or the appointment of additional directors by the Member; provided at all times there shall be at least one (1) director.”
2. **Full Force and Effect.** Except as otherwise provided herein, all other terms of the Operating Agreement shall remain unchanged and shall continue in full force and effect.

3. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit the Members and their respective successors and assigns.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

**MEMBER:**

BNFL NUCLEAR SERVICES INC.

By: ____________________________
Name: __________________________
Title: __________________________
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
WESTINGHOUSE ENERGY SYSTEMS LLC

__________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Westinghouse Energy Systems LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

WITNESSETH:

WHEREAS, on ______________, the Company entered into that certain ______________ of the Company, as amended (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “Westinghouse Energy Systems LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.

4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation
Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a
disregarded entity for U.S. tax purposes at all times when it has one Member for U.S tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wind up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.
In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

   (a) **Fiduciary Duties.**

      (i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

      (ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

   (b) **Indemnification.**

      (i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made
a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case
upon a determination that indemnification of the present or former Officer, employee or agent is
proper in the circumstances because the person has met the applicable standard of conduct set
forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to
a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the
Company in defending any civil, criminal, administrative or investigative action, suit or
proceeding may be paid by the Company in advance of the final disposition of such action, suit
or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such
amount if it shall ultimately be determined that such person is not entitled to be indemnified by
the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by
former Officers or other employees and agents of the Company or by persons serving at the
request of the Company as officers, employees or agents of another corporation, limited liability
company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and
conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or
granted pursuant to, the other subsections of this section shall not be deemed exclusive of any
other rights to which those seeking indemnification or advancement of expenses may be entitled
under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such
person's official capacity and as to action in another capacity while holding such office. A right
to indemnification or to advancement of expenses arising under a provision of the certificate of
formation or this Agreement shall not be eliminated or impaired by an amendment to the
certificate of formation or this Agreement after the occurrence of the act or omission that is the
subject of the civil, criminal, administrative or investigative action, suit or proceeding for which
indemnification or advancement of expenses is sought, unless the provision in effect at the time
of such act or omission explicitly authorizes such elimination or impairment after such action or
omission has occurred.

(vii) The Company shall have power to purchase and maintain
insurance on behalf of any person who is or was an Officer, employee or agent of the Company,
or is or was serving at the request of the Company as an officer, employee or agent of another
corporation, limited liability company, partnership, joint venture, trust or other enterprise against
any liability asserted against such person and incurred by such person in any such capacity, or
arising out of such person's status as such, whether or not the Company would have the power to
indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or
granted pursuant to, this section shall, unless otherwise provided when authorized or ratified,
continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the
benefit of the heirs, executors and administrators of such a person.

(ix) The Court of Chancery is hereby vested with exclusive jurisdiction
to hear and determine all actions for advancement of expenses or indemnification brought under
this section or under any provision, agreement, vote of Members or otherwise. The Court of
Chancery may summarily determine the Company’s obligation to advance expenses (including
attorneys' fees).
Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) **“Person”** means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Westinghouse Industry Products International Company LLC, a Delaware limited liability company (the “Company”), is entered into as of __________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, on July 30, 1999, the Company entered into that certain Amended and Restated Limited Liability Company Agreement of the Company, as amended thereto (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “Westinghouse Industry Products International Company LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. Liability Standards; Exculpation and Indemnification.

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY. Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such
person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
WESTINGHOUSE INTERNATIONAL TECHNOLOGY LLC

___________, 2018

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”) of Westinghouse International Technology LLC, a Delaware limited liability company (the “Company”), is entered into as of _____________, 2018 (the “Effective Date”), by the undersigned, being all of the members of the Company. Any member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “Member” and collectively referred to herein as the “Members”.

W I T N E S S E T H:

WHEREAS, on March 8, 1999, the Company entered into that certain Amended and Restated Limited Liability Company Agreement of the Company, as amended (the “Original Agreement”); and

WHEREAS, the Member(s) desire to amend and restate the Original Agreement in its entirety;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Members hereby amend and restate the Original Agreement and agree as follows:

1. **Formation and Name.** The Company was formed as a limited liability company under the Delaware Limited Liability Company Act (the “Act”) under the name “Westinghouse International Technology LLC” upon the filing of the Certificate of Formation (the “Certificate”) with the Office of the Secretary of State of Delaware. The business of the Company may be conducted under any other name deemed necessary or desirable by the Member(s) in order to comply with local law. The Member(s) resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that its rights and liabilities shall be as provided in the Act for members except as provided herein.

2. **Purpose; Power.** The Company was formed for the object and purpose of, and the Company’s business is, to engage in any and all lawful acts and activities for which limited liability companies may be organized under the Act and to engage in any and all activities necessary or incidental to the foregoing. The Company has the power to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any business not forbidden by the law of the jurisdiction in which the Company engages in that business.

3. **Principal Place of Business.** The principal office of the Company shall be located at such place as the Member(s) may designate from time to time.
4. **Registration Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Corporation Trust Center, Wilmington, Delaware 19801, in the County of New Castle.

5. **Duration.** The Company shall continue in existence perpetually unless the Company is dissolved and its affairs are wound up in accordance with the Act or this Agreement. The Member(s) may terminate this Agreement and dissolve the Company at any time.

6. **Member(s).** Unless other members are admitted pursuant to the terms hereof, Westinghouse Electric Company LLC shall be the sole member of the Company.

7. **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Member(s), and the Member(s) may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is formed under this Agreement and to further the interests of the Company and its Member(s).

8. **Officers.** The Member(s) may appoint certain agents of the Company to be referred to as “officers” of the Company (“Officers”) and designate such titles (such as Chief Executive Officer, President, Vice-President, Secretary and Controller) as are customary for corporations under the laws of the State of Delaware, and such Officers will have the power, authority and duties described by resolution of the Member(s) or as is customary for each such position. In addition to or in lieu of Officers, the Member(s) may authorize any person to take any action or perform any duties on behalf of the Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of the Company will not be an authorized person unless specifically appointed as such by the Member(s). Duly elected and designated Officers will have primary responsibility for the day-to-day operations of the Company, subject to oversight by the Member(s).

9. **Capital Contributions.** Capital contributions shall be made in cash or in other assets as may be agreed to by the Member(s).

10. **Allocations of Profits and Losses/Distributions.** All profits and losses of the Company shall be allocated to the Member(s) in accordance with their percentage interest at the time of distribution. All distributions by the Company shall be made in the same proportion as profits and losses.

11. **Foreign Qualification.** To the extent that the nature of the business conducted requires the Company to qualify as a foreign limited liability company under the law of that jurisdiction, the Company will satisfy all requirements necessary to so qualify. At the request of the Company, each Member will execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.
12. **Tax Status.** The Company shall be treated as a partnership for U.S. tax purposes at all times when it has more than one Member for U.S. tax purposes and shall be treated as a disregarded entity for U.S. tax purposes at all times when it has one Member for U.S. tax purposes, unless such Member elects a different treatment.

13. **Bank Accounts.** The Company may establish one or more separate bank and investment accounts and arrangements, which shall be maintained in the Company’s name with financial institutions and firms that the Member(s) may determine. The Company shall not commingle the Company’s funds with the funds of any Member or any affiliate of a Member.

14. **Fiscal Year.** The fiscal year of the Company (the “Fiscal Year”) shall end on March 31 of each calendar year unless, for United States Federal income tax purposes, another Fiscal Year is required, as determined by the Member(s). The Company shall have the same Fiscal Year for United States Federal income tax purposes and for accounting purposes.

15. **New Members/Transfers.** New members of the Company may be admitted only with the written consent of the Member(s). In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Member(s), in its sole discretion, and no action of any kind will be required by any Members.

16. **Limited Liability of Members.** The Members shall not be liable for any debts, obligations or liabilities of the Company.

17. **Liquidation and Dissolution.** Except as otherwise provided in this Section 17, the Company shall continue in perpetuity. The Company shall be dissolved and its affairs wound up upon the first to occur of (a) the written consent of the Member(s); or (b) the entry of a decree of judicial dissolution under § 18-802 of the Act.

18. **Winding up Affairs and Distribution of Assets.**

   (a) Upon a winding up of the Company, the Member(s) shall act as the liquidator (the “Liquidator”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind-up and terminate the business of the Company. The Liquidator shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company assets and distributing the net proceeds therefrom in accordance with the paragraph below; or (2) distributing the Company assets to the Member(s) in kind in accordance with Section 10 hereof (after adequate provision for all liabilities and expenses shall have been made).

   (b) If the Company shall employ method (1) as set forth in this Section 18(a) above in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company to third parties, if any, in the order of priority provided by law; (iii) third, to a reasonable reserve set up to provide for any contingent or unforeseen liabilities or obligations of the Company to third parties (to be held and disbursed, at the discretion of the Liquidator, by an escrow agent selected by the Liquidator), which, at the expiration of such period as the Liquidator may deem advisable, shall be distributed in
accordance with clause (iv) and clause (v); (iv) fourth, to debts of the Company to the Member(s); and (v) fifth, to the Member(s) in accordance with Section 10.

(c) In connection with the liquidation of the Company, the Member(s) severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within 30 days after the Liquidator or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidator to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

19. **Liability Standards; Exculpation and Indemnification.**

(a) Fiduciary Duties.

(i) Each Officer will owe the Company and the Member(s) such fiduciary duties that apply to officers of a Delaware corporation, unless the Member(s) determines by resolution that such officers owe lesser fiduciary duties to the Company, either prospectively or retrospectively.

(ii) The Member(s) agree that this Agreement and the Certificate, as amended from time to time, and no other agreement, document, instrument or law, contain the entire agreement among the Company and the Member(s) with respect to the governance of the Company and the responsibilities that Member(s) owe to the Company and the other Member(s). **ACCORDINGLY, WITH THE INTENT THAT THIS AGREEMENT AND THE CONTRACTUAL OBLIGATIONS SET FORTH HEREIN SERVE AS THE SOLE BASIS OF ESTABLISHING THE GOVERNANCE OBLIGATIONS OF THE MEMBER(S), THE COMPANY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE ACT, FIDUCIARY DUTIES OF MEMBER(S) (SUCH AS THE DUTIES OF CARE, LOYALTY AND CANDOR) ARE HEREBY ELIMINATED, AND IMPLIED COVENANTS AND OTHER STANDARDS OF CONDUCT THAT ARE NOT EXPRESSLY PROVIDED IN THIS AGREEMENT WILL NOT APPLY AND ARE HEREBY WAIVED AND THAT DEFAULT FIDUCIARY DUTIES WILL NOT BE READ INTO THIS AGREEMENT OR OTHERWISE APPLY.** Each Member waives to the fullest extent permitted by the Act, any duty or other obligation, if any, that a Member may have to the Company or another Member, pursuant to the Act or any other applicable law, to the extent such waiver is necessary to give effect to the terms of this Section 19(a)(ii). The Member(s) acknowledge, affirm and agree that (i) the Member(s) would not be willing to make any investment in the Company and (ii) they have reviewed and understand the applicable provisions of §§ 18-1101(b), and (c) of the Act.

(b) Indemnification.
(i) The Company shall indemnify to the fullest extent that would be permitted under and in accordance with the Delaware General Corporation Law (Title 8, Chapter 1 of the Delaware Code) (the “DGCL”) if the Company were a corporation incorporated in the State of Delaware under the DGCL any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company, including, without limitation, as a duly appointed authorized person, and as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the person’s conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person’s conduct was unlawful. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(ii) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was an Officer or employee of the Company, or is or was serving at the request of the Company as an officer or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. The Company shall have the power to provide similar indemnification rights to agents of the Company or to a person who is or was serving at the request of the Company as an agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise as provided above.

(iii) To the extent that a present or former Officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (i) and (ii) of this section, or in defense of any claim, issue or matter therein, such
person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(iv) Any indemnification under subsections (i) and (ii) of this section (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the present or former Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (i) and (ii) of this section. Such determination shall be made, with respect to a person who is an Officer of the Company at the time of such determination by the Member(s).

(v) Expenses (including attorneys' fees) incurred by an Officer of the Company in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this section. Such expenses (including attorneys' fees) incurred by former Officers or other employees and agents of the Company or by persons serving at the request of the Company as officers, employees or agents of another corporation, limited liability company, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Company deems appropriate.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision, agreement, vote of the Member(s) or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of formation or this Agreement shall not be eliminated or impaired by an amendment to the certificate of formation or this Agreement after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

(vii) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was an Officer, employee or agent of the Company, or is or was serving at the request of the Company as an officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under this section.

(viii) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be an Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
(ix) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any provision, agreement, vote of Members or otherwise. The Court of Chancery may summarily determine the Company’s obligation to advance expenses (including attorneys' fees).

(x) Neither the amendment nor repeal of this Section 19, nor the adoption of any provision of this Agreement inconsistent with Section 19, shall eliminate or reduce the effect of this Section 19 in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Section 19 if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

20. **Insurance.** Without limiting the Company’s other obligations under Section 19, if approved by the Member(s), the Company will procure and at all times maintain insurance coverage for its Officers (or its equivalent and to the extent such is insurance coverage is applicable), unless otherwise determined by the Member(s).

21. **Amendments.** The Member(s) may amend this Agreement at any time by written instrument signed by it and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

22. **Miscellaneous.**

(a) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) **Captions.** All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(d) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Member(s) and their respective successors and assigns.

(e) **Defined Terms.** The following term will have the meanings given to it in this Section 22(e).

(i) “Person” means any natural person, limited liability company, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, and any government or agency or political subdivision thereof.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

WESTINGHOUSE ELECTRIC COMPANY
LLC

By: ______________________________
Name: ___________________________
Title: ___________________________
AMENDMENT NO. 5 TO AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WESTINGHOUSE ELECTRIC COMPANY LLC 

____________, 2018

This AMENDMENT NO. 5 TO AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “Amendment”) of Westinghouse Electric Company LLC (the “Company”) is made and entered into as of the date first written above, by TSB Nuclear Energy Services Inc., as the sole member of the Company (the “Member”). Capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS:

WHEREAS, the Company was formed as “Energy Systems Acquisition Company LLC”, a limited liability company pursuant to the Delaware Limited Liability Company Act (as amended from time to time);

WHEREAS, the name of the Company was changed to “Westinghouse Electric Company LLC” by filing an amendment to the Certificate of Formation of the Company;

WHEREAS, the Member entered into a limited liability company agreement, dated January 11, 1999, as supplemented by a letter agreement, dated March 11, 1999 (together, the “Original Agreement”);

WHEREAS, the Company and Member amended and restated the Original Agreement by entering into Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of the Company, dated December 9, 1999; Amendment No. 2 to Amended and Restated Limited Liability Company Agreement of the Company, dated March 3, 2017; Amendment No. 3 to Amended and Restated Limited Liability Company Agreement of the Company, dated March 27, 2017; and Amendment No. 4 to Amended and Restated Limited Liability Company Agreement of the Company, dated March 28, 2017 (collectively, with the Original Agreement, the “Agreement”); and

WHEREAS, the Company and Member desire to amend the Agreement as of the date hereof;

NOW, THEREFORE, the Member hereby agrees as follows:

1. Amendment to Article I. The Agreement is hereby amended by deleting the defined term “Bankruptcy Actions” in Article I of the Agreement in its entirety.

2. Amendment to Article IV. The Agreement is hereby amended by deleting Sections 4.1, 4.2, 4.6(b) and 4.8 of the Agreement and replacing Sections 4.1, 4.2 and 4.8 each in its entirety with the following:
a. “4.1 Number and Qualification. The number of directors shall initially be four (4) and thereafter may be changed from time to time by the removal, resignation, death or disability of the directors or the appointment of additional directors by the Member; provided at all times there shall be at least one (1) director.”

b. “4.2 Election and Term of Office. The Directors shall be elected by written consent of the Member (except as provided in Section 4.8). Each Director elected shall hold office until his successor shall be chosen by written consent of the Member and shall qualify, or until his death or his resignation or removal in the manner hereinafter provided.”

c. “4.8 Initial Directors. Notwithstanding anything to the contrary in this Agreement, the following individuals shall be the initial Directors of the Company: Denis Turcotte, Mark Blinn, Ron Bloom, and Mark Weinberg.”

3. Amendment to Article V. The Agreement is hereby amended by deleting Sections 5.5 and 5.8 of the Agreement and replacing each in its entirety with the following:

a. “5.5 Quorum and Action. At the all meetings of the Directors, the presence of a majority of the number of Directors fixed by or in accordance with this Agreement shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors at any meeting at which a quorum is present shall be the act of the Directors unless the act of a greater number is required by law, the Certificate or this Agreement. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.”

b. “5.8 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the Directors, or members of the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.”

4. Amendment to Article VI. The Agreement is hereby amended by deleting Section 6.5 of the Agreement and replacing it in its entirety with the following:

a. “6.5 Action Without Meeting. Any action required or permitted to be taken at a meeting of any committee designated by the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the committee, and such consent shall have the same force and effect as a unanimous vote at a meeting.”

5. Full Force and Effect. Except as otherwise provided herein, all other terms of the Operating Agreement shall remain unchanged and shall continue in full force and effect.
6. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit the Members and their respective successors and assigns.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

**MEMBER:**

TSB NUCLEAR ENERGY SERVICES INC.

By: _________________________________
Name: 
Title:
Exhibit B

Board of Director Information Required by Section 1129(a)(5) of the Bankruptcy Code
Board of Director Information Required by Section 1129(a)(5)(A)¹

Information regarding the Debtors’ officers and directors between the Confirmation Date and the Effective Date may be found in section V.E.2 of the Modified First Amended Disclosure Statement for Joint Chapter 11 Plan of Reorganization, dated February 22, 2018 [ECF No. 2623].

Following the Effective Date, the following individuals shall be directors of Reorganized U.S. HoldCo, Reorganized WEC, reorganized Westinghouse Technology Licensing Company LLC, and each of the Reorganized Debtor subsidiaries of Reorganized U.S. HoldCo that are corporations:

Mark Blinn:

- Mr. Mark A. Blinn served as the Chief Executive Officer and President at Flowserve Corp from October 2009 to 2017 and as Chief Financial Officer of Flowserve Corp. from October 2004 to October 2009. Mr. Blinn served as Senior Vice President of Flowserve Corp., since December 2006 and Latin America Operations Officer since November 2007. He served as Chief Financial Officer of FedEx Kinko's Office and Print Services, Inc. from 2003 to 2004 and as Vice President and Treasurer of Kinko's, Inc. from 2002 to 2003.
- He held a number of senior financial positions at Centex Corp., including Corporate Controller. Mr. Blinn served as Vice President and Controller of Centex Corporation from 2000 to 2002 and as Managing Director of Corporate Finance since 1999.
- He held a number of senior management positions in strategy, finance, treasury and planning at FirstPlus Financial Inc., Electronic Data Systems Corp. and Commercial Capital Funding Inc. He also was formerly an attorney with Smith, Barshop, Stoffer and Millsap, where he represented large financial institutions, foreign corporations and insurance companies in complex litigation matters.
- He has been an Independent Director of Texas Instruments Inc. since February 21, 2013 and is the chair of the audit committee. He also serves as a Director of Kraton Corporation. He is a Chartered Financial Analyst and a member of the State Bar of Texas. He holds Bachelor of Science in engineering from Southern Methodist University and Master of business administration and juris doctorate degrees from the Southern Methodist University.

Denis Turcotte:

- Denis Turcotte is a Managing Partner in Brookfield’s Private Equity Group, accountable for business operations and portfolio management globally.
- Mr. Turcotte joined Brookfield in 2017, bringing expertise as a member of the BAM Private Equity Advisory Board for 10 years and a member of the Brookfield Business Partners’ board of directors from 2016 until 2017. Mr. Turcotte provides operational and financial oversight for portfolio companies within Brookfield’s Private Equity Group. Prior to joining Brookfield, Mr. Turcotte held several roles, including Principal with North Channel Management and Capital Partners, CEO of Algoma Steel, and President of the Paper Group and EVP Corporate Development and Planning with Tembec.
- Mr. Turcotte holds a Bachelor of Engineering degree from Lakehead University and an MBA from the University of Western Ontario. He received the Engineering Medal in Management from the Professional Engineers of Ontario, was named CEO of the Year by Canadian Business magazine in 2006, and received the 40 under 40 award from Caldwell Partners.

¹ Capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.
Ron Bloom:

- Ron Bloom is a Managing Partner and Vice Chairman in Brookfield’s Private Equity Group, responsible for investment origination, analysis and execution across North America.

- Prior to joining Brookfield, Mr. Bloom was Vice Chairman, U.S. Investment Banking, at Lazard, focused on restructurings, and mergers and acquisitions. Prior to joining Lazard, Mr. Bloom served as Assistant to the President for Manufacturing Policy where he provided leadership on policy development and strategic planning for the Administration’s agenda to revitalize the manufacturing sector. He led the discussions with the auto industry which resulted in the industry’s support for new fuel economy standards.

- Prior to joining the White House, Mr. Bloom served as Senior Advisor to the Secretary of the Treasury where he helped lead the restructuring of General Motors and Chrysler LLC, and then led the Treasury’s oversight of the companies thereafter, including GM’s Initial Public Offering, the largest IPO in US history.

- Mr. Bloom received his undergraduate degree from Wesleyan University and holds an MBA from Harvard Business School, where he graduated with distinction.

Mark Weinberg:

- Mark Weinberg is a Managing Partner in Brookfield’s Private Equity Group, responsible for investment origination, analysis and execution across North America.

- Mr. Weinberg has over 15 years of corporate finance and investment banking experience. Prior to joining Brookfield in 2006, he worked in Lehman Brothers’ Global Restructuring Group and as a high yield research analyst for CIBC World Markets based in London, covering the telecommunications sector. He also has held positions in the research and investment banking departments of Bankers Trust and the private wealth management department of Sanford C. Bernstein.

- Mr. Weinberg holds a Bachelor of Arts degree from the University of Michigan, an MBA from the University of North Carolina - Chapel Hill and is a CFA charterholder.
Exhibit C

Wind Down Co Organizational Documents
AMENDED AND RESTATING
LIMITED LIABILITY COMPANY AGREEMENT
OF
[WIND DOWN CO LLC]

This Amended and Restated Limited Liability Company Agreement ("Agreement") of [Wind Down Co LLC] (the "Company"), effective as of [●], 2018 (the "Effective Date"), is entered into by Nucleus Acquisition LLC, as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a limited liability company on [●], 2018, by [●] ("Debtor") by the filing of a certificate of formation of the Company (the "Certificate of Formation") with the Office of the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (as amended and in effect from time to time, the "Act");

WHEREAS, pursuant to the Plan (defined below), Debtor [transferred][distributed] 100% of the membership interests in the Company to the Member on the Effective Date (as defined in the Plan); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. **Name.** The name of the Company is "[Wind Down Co LLC],” or such other name as the Member may from time to time hereafter designate.

2. **Definitions; Rules of Construction.** In addition to terms otherwise defined herein, the following terms are used herein as defined below:

   **“Person”** means an individual or a corporation, limited liability company, partnership, limited partnership, joint venture, trust, unincorporated organization, association, governmental authority or political subdivision thereof or other entity.

   **“Plan”** means that Modified First Amended Joint Chapter 11 Plan of Reorganization (as amended from time to time) filed in In re Westinghouse Electric Company, LLC, et. al, Case No. 17-10751-MEW (Bankr. S.D.N.Y.) [ECF No. 2325].

Other capitalized terms used herein but not defined shall have the meanings ascribed to them in the Plan. Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context requires otherwise, the words “hereof,” “herein,” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.
3. **Purpose.** The purpose of the Company is to administer and satisfy the post-Effective Date obligations under the Plan and to perform such duties as contemplated by the Plan and the Plan Oversight Board By-Laws. In furtherance of such purpose, the Company may engage in any lawful act or activity that may be engaged in by limited liability companies organized under the Act and to engage in any and all activities necessary or incidental thereto; *provided, however,* that the Company shall at all times act in accordance with any requirements of the Company set forth in the Plan and the Plan Oversight Board By-Laws.

4. **Principal Office; Registered Agent.**

   (a) **Principal Office.** The location of the principal office of the Company, and such additional offices as the Member may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Member may designate from time to time.

   (b) **Registered Agent.** The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that Person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

5. **Members.**

   (a) **Initial Member.** The Member owns 100% of the membership interests in the Company. The name and the business, residence or mailing address of the Member are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nucleus Acquisition LLC</td>
<td>c/o The Baupost Group, L.L.C.</td>
</tr>
<tr>
<td></td>
<td>10 St. James Avenue, Suite 1700</td>
</tr>
<tr>
<td></td>
<td>Boston, MA 02116</td>
</tr>
</tbody>
</table>

   (b) **Additional Members.** One or more additional members may be admitted to the Company with the consent of the Member. Subject to Section 13(a) and the following sentence of this Section 5(b), (i) prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members and (ii) each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary. Notwithstanding anything in this Agreement to the contrary, in the event of a transfer of all of a member’s membership interests in the Company and such member is, at the time of such transfer, the sole member of the Company, the transferee of such membership interests shall be deemed admitted as a member of the Company upon such transfer and the Company shall continue without dissolution.
(c) **Membership Interests; Certificates.** The Company will not issue any certificates to evidence ownership of the membership interests.

6. **Management.**

   (a) **Authority; Powers and Duties of the Member.** Subject to the terms of the Plan, the Plan Oversight Board By-Laws, and Section 6(b), (i) the Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, and (ii) any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

   (b) Notwithstanding anything in this Agreement to the contrary, the Member shall not have the authority to cause the Company to take any action that is inconsistent with the Plan and the Plan Oversight Board By-Laws. To the extent there is any inconsistency with the terms of this Agreement and the Plan Oversight Board By-Laws, the Plan Oversight Board By-Laws shall prevail. Solely to the extent the Plan Oversight Board is authorized under the Plan to instruct or direct Wind Down Co to take an action, the Member shall cause the Company to take such action upon receipt of instructions in writing from the Plan Oversight Board.

   (c) **Election of Officers; Delegation of Authority.** The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may, subject to Section 6(b), be delegated to such officers by the Member (each such designated person, an “Officer”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her. Any delegation to an Officer has to be consistent with the provisions of this Agreement, the Plan, and the Plan Oversight Board By-Laws.

   (d) **Reliance on Records and Other Persons.** The Member and each of the Indemnified Oversight Board Members (as defined in Section 7(c)) shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements to the Company by any of its other members (if any) or its Officers, employees or committees, or by any other Person, as to matters the Member or such Indemnified Oversight Board Member, as applicable, reasonably believes are within such other Person’s professional or expert competence (including, without limitation, information, opinions, reports or statements as to the value and the amount of the assets,
liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid). In addition, the Member and each of the Indemnified Oversight Board Members may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors, and any opinion of any such Person as to matters which the Member or such Indemnified Oversight Board Member, as applicable, reasonably believes to be within such Person’s professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Member hereunder or by such Indemnified Oversight Board Member under the Plan Oversight Board By-Laws in good faith and in accordance with such opinion.

7. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the members of the Plan Oversight Board shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member, serving on the Plan Oversight Board, or directing or participating in the management of the Company.

(b) Indemnification of Member and Officers. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts), the Officers, if any, and the affiliates of the Member (each, an “Indemnified Person”) shall be entitled to indemnification and advancement of expenses from the Company for and against any and all losses, claims, damages, expenses and liabilities (including, but not limited to, any investigation, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any action, suit, proceeding or claim) of any kind or nature whatsoever (“Losses”) that such Indemnified Person may at any time become subject to or liable for by reason of the formation, operation or termination of the Company, or the authorized actions of such Indemnified Person in connection with the conduct of the affairs of the Company (including, without limitation, indemnification against negligence, gross negligence or breach of duty); provided, however, that no Indemnified Person shall be entitled to indemnification if and to the extent that the liability otherwise to be indemnified results from (i) any act or omission of such Indemnified Person that involves actual fraud or willful misconduct or (ii) any transaction from which such Indemnified Person derived improper personal benefit.

(c) Indemnification of Members of Plan Oversight Board.

(i) Pursuant to Section 5.4(e) of the Plan, each member of the Plan Oversight Board, solely in its capacity as a member of the Plan Oversight Board (each, an “Indemnified Oversight Board Member”), shall be entitled to indemnification and advancement of expenses from the Company for and against any and all Losses incurred by such Indemnified Oversight Board Member in any actual or threatened claim, action, proceeding or investigation (a “Proceeding”)
related to, arising out of, or in connection with the conduct, actions, or failure to act of the Plan Oversight Board pursuant to the Plan and the Plan Oversight Board By-Laws, including service on the Plan Oversight Board by each of the Indemnified Oversight Board Members; provided, however, that, notwithstanding anything to the contrary in the Plan, (A) no Indemnified Oversight Board Member shall be entitled to indemnification if and to the extent that the Losses otherwise to be indemnified result from such Indemnified Oversight Board Member’s gross negligence, willful misconduct or criminal conduct, and (B) in order to receive an advancement of expenses from the Company, an Indemnified Oversight Board Member must sign an undertaking with the Company obligating the Indemnified Oversight Board Member to return any advances if the Indemnified Oversight Board Member is subsequently determined not to be entitled to indemnification hereunder.

(ii) If any Proceeding shall be threatened or asserted against any Indemnified Oversight Board Member in respect of which indemnity may be sought against the Company hereunder, such Indemnified Oversight Board Member shall promptly notify the Company if the Company is not a party to such Proceeding, provided that the failure to so notify the Company will not relieve the Company from any liability that the Company may have on account of this Section 7(c) except to the extent the Company is actually and materially prejudiced by such lack of notice. If the Company so elects within a reasonable period of time after receipt of notice of any such Proceeding, the Company may assume the defense of such Proceeding with counsel chosen by the Company and approved by such Indemnified Oversight Board Member, which approval shall not be unreasonably withheld, conditioned or delayed and whose fees and expenses shall be paid by the Company. In the event that the Company assumes the defense of any Proceeding, such Indemnified Oversight Board Member shall have the right to employ separate counsel in such Proceeding and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the sole expense of the Indemnified Oversight Board Member unless: (A) the Company has agreed in writing to pay such fees and expenses, (B) the Company has failed within a reasonable time to retain counsel reasonably satisfactory to such Indemnified Oversight Board Member or (C) such Indemnified Oversight Board Member is a named party to such Proceeding and has been advised by outside counsel in writing that the representation of the Company and such Indemnified Oversight Board Member by the same counsel would be impermissible under applicable standards of professional responsibility; provided, that, in the case of clause (C) of this sentence, the counsel retained by such Indemnified Oversight Board Member must be reasonably acceptable to the Company as to quality and cost (in which case, if such Indemnified Oversight Board Member notifies the Company in writing that it elects to employ separate counsel at the Company’s expense, the Company shall not have the right to assume defense of such action on behalf of such Indemnified Oversight Board Member as to the particular cause of action or claim which is the subject of such impermissibility, it being understood, however, that the Company shall not be liable, under any circumstances, for the reasonable fees and expenses
of more than one separate firm of attorneys for all Indemnified Oversight Board Members at any time).\(^1\)

(iii) The Company agrees that, without the prior written consent of the Indemnified Oversight Board Member party thereto, it will not settle, compromise or consent to the entry of any judgment in any Proceeding in respect of which indemnification has been or could have been sought hereunder, unless such settlement, compromise or consent (A) includes a full, unconditional and customary release from the settling, compromising or consenting party of each Indemnified Oversight Board Member party thereto from all liability arising out of such Proceeding; (B) does not contain any adverse statement or any admission of fault or culpability with respect to (or on behalf of) such Indemnified Oversight Board Member; and (C) does not include any non-monetary relief or remedy that is adverse to the Indemnified Oversight Board Member. No Indemnified Oversight Board Member seeking indemnification under this Agreement will, without the Company’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Proceeding referred to herein and the Company will not be liable with respect to any such action without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Company will indemnify and hold harmless such Indemnified Oversight Board Member from and against any Losses by reason of such settlement or judgment. Except in the case of a Proceeding commenced by an Indemnified Oversight Board Member against the Company to enforce its rights under this Section 7(c), the Company shall not be required to reimburse or indemnify a Indemnified Oversight Board Member in respect of any Proceeding (or portion thereof) initiated by such Indemnified Oversight Board Member without the Company’s prior written consent.

(d) Notwithstanding anything to the contrary in this Agreement, any indemnity or advancement of expenses under this Section 7 shall be provided out of and to the extent of Company assets only, and neither the Member nor any other Person shall have any personal liability on account thereof. The indemnities provided hereunder shall survive termination of the Company and this Agreement.

8. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

9. **Initial Capital Contributions.** The Company shall be capitalized on the Effective Date in accordance with Sections 4.3(b)(ii) and 5.4(b) of the Plan, and the Member shall not be required to make any additional capital contribution to the Company.

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\(^1\) Provision subject to ongoing discussion among the PSA Parties, each of whom reserve all rights with respect thereto.
10. [Reserved.]

11. **Distributions.** Subject to Section 6 and the provisions of the Plan, distributions of cash or other assets of the Company shall be made to the Member at such times and in such amounts as the Member may determine.

12. **Dissolution; Liquidation.**

   (a) The Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following: (i) all Claims against the Debtors have been fully resolved and all Available Cash has been fully distributed in accordance with the Plan, and all other duties and functions of Wind Down Co and the Plan Oversight Board as set forth in Section 5.4 of the Plan have been performed, (ii) the written consent of the Member and the unanimous consent of the Plan Oversight Board or (iii) the occurrence of any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company’s existence is continued pursuant to the Act.

   (b) The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company and, upon the occurrence of such an event, the business of the Company shall continue without dissolution.

   (c) Upon dissolution of the Company, the Member (or a liquidator appointed by the Member), shall proceed to wind up the business and affairs of the Company in accordance with the Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. During the period of winding up the Company’s affairs, this Agreement shall remain in full force and effect and continue to govern the rights and obligations of the Member and the conduct of the Company.

   (d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment, the establishment of reserves of cash or other assets of the Company or the making of other reasonable provision for payment thereof); and (ii) thereafter, to the Member.

   (e) Upon the completion of the distribution of the assets of the Company as provided in this Section 12, the Company shall be terminated and the Member (or liquidator appointed by the Member) shall cause the cancellation of the Certificate of Formation and all qualifications of the Company as a foreign limited liability company, if any, and shall take such other actions as may be necessary to terminate the Company.
13. **Miscellaneous.**

(a) **Amendments.** Amendments of or supplements to this Agreement may be made only with the written consent of the Member and the unanimous consent of the Plan Oversight Board.

(b) **Third Party Beneficiaries.** Except for Indemnified Persons as expressly set forth in Section 7(b) and Indemnified Oversight Board Members as expressly set forth in Sections 6 and 7, nothing expressed or mentioned in this Agreement is intended or will be construed to give any Person any legal or equitable right, remedy or claim under or in respect of this Agreement.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any action or proceeding arising in respect of any claim arising out of related to this Agreement shall be brought before the Bankruptcy Court.

(d) **Severability.** In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

By: 
Its:

By: ____________________________
   Name: 
   Title:
CERTIFICATE OF FORMATION
OF
[WIND DOWN CO LLC]

The undersigned authorized person, for the purpose of forming a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§18-101 et seq., does hereby certify this [__] day of [__________], 2018, as follows:

FIRST: The name of the limited liability company is [Wind Down Co LLC] (the “Company”).

SECOND: The address of the Company’s registered office in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The Company’s registered agent for service of process at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

Name: [●]
Title: Authorized Person
Exhibit D

Identity of the Plan Oversight Board Members
Plan Oversight Board Members

The following individuals shall be the members of the Plan Oversight Board:

1. Marc Beilinson (Debtor appointee)
2. James Lucas (UCC appointee)
3. Joshua Greenhill (Consenting Claimholder appointee)
4. Collin Beecroft (Consenting Claimholder appointee)
5. Greg Rudin (Consenting Claimholder appointee)

1 Capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.
Exhibit E

Plan Oversight Board By-Laws
I. PURPOSE AND MEMBERSHIP

A. The Plan Oversight Board (the “Board”) is established pursuant to that certain Order Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization, dated March [ ], 2018 (the “Confirmation Order”), entered in the chapter 11 cases of Westinghouse Electric Company LLC and its affiliated debtors and debtors in possession (the “Debtors”).¹ The Board is formed for the sole purpose of performing its obligations under the Plan and Confirmation Order, including, without limitation, overseeing and directing [Wind Down Co LLC] and its implementation and administration of the Plan, each to the extent set forth in the Plan.

B. The Board shall at all times be comprised of five individuals (each such individual, a “Member”): three Members appointed by Nucleus Acquisition LLC (the “Consenting Claimholder”), one Member appointed by the Official Committee of Unsecured Creditors (the “UCC”), and one Member appointed by the Debtors (together with the Consenting Claimholder and UCC, the “Appointing Parties”). Each Member shall have one vote. Each Member shall serve as a representative of its respective Appointing Party and take directives from such Appointing Party in the event such Appointing Party gives directives.

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Joint Chapter 11 Plan of Reorganization (as amended from time to time, the “Plan”) [ECF No. 2325].
C. Any Member may designate an alternate representative to attend Board meetings and to otherwise carry out the functions of such Member; provided, however, that (i) such alternate representative is approved by the respective Appointing Party as the alternate representative for such Member, (ii) such designation is made to the Chair (defined below) in writing prior to the relevant meeting, and (iii) such alternate representative has agreed to abide by these Bylaws. Any alternate representative shall be deemed a Member for all purposes of the meetings in the absence of the Member. If the Member appointed by the UCC attends a meeting, the UCC’s alternate representative also may attend such meeting of the Board, but solely in an observer capacity and (for the avoidance of doubt) will not have the right to participate in or vote at such meeting, except as otherwise provided in Article IX.

D. A Member resigning from the Board shall give written notice of such resignation to the Chair. Such resignation shall be effective immediately upon the giving of such written notice, and the failure to provide such notice shall nullify the Member’s resignation. If a Member resigns from the Board, the respective Appointing Party that appointed such resigning Member shall have the exclusive right to appoint a substitute Member for the resigned Member. In no event shall the resigning Member have the right to designate a successor for such Member. During the period after the resignation and prior to the appointment of a substitute Member, the membership of the Board shall consist of those Members remaining after the resignation until a vacancy on the Board is filled. The Board may perform all of its functions with its reduced number of Members, disregarding such vacancy for purposes of determining a Quorum (defined below). Any Appointing Party may replace the Member
appointed by it in its discretion. Each person who thereafter becomes a Member (a “New Member”) shall be deemed automatically to have ratified and accepted these Bylaws in all respects, without necessity of further action by such New Member, the Board or any other person, and all references to Members herein shall apply in the same manner and form to such New Member.

E. The Board may retain counsel and other professionals authorized to act on the advice and instructions of a majority of the Members, subject to Article VII. The Board may retain counsel and professionals who represented any of the Members in the Chapter 11 Cases. Effective as of the date these Bylaws become effective, the Board shall retain Proskauer Rose LLP and the UCC’s current financial advisors to prosecute objections to any claim asserted in an amount of $5 million or greater, or, to the extent agreed between the Board and the UCC, direct that the UCC’s professionals prosecute such objections as the agent of the Board.

II. BOARD CHAIR

A. There shall be one Board chair (the “Chair”), and there may be a secretary of the Board (the “Secretary”), each of whom shall be elected by a majority vote of the Members, and each of whom shall serve until the earlier of resignation, removal, or dissolution of the Board at the closing of the Chapter 11 Cases; provided, however, that counsel to the Consenting Claimholder may serve as Secretary upon majority vote of the Board. If counsel to the Consenting Claimholder is selected as Secretary, his or her sole function as Secretary shall be to carry out the duties set forth in Article III and shall not have any voting rights whatsoever. The Chair as of the date of these Bylaws shall be a Member selected by the Consenting Claimholder to serve as Chair.
B. The Chair shall have the authority to sign documents on behalf of the Board as appropriate in order to implement decisions of the Board.

C. The Chair may be removed, with or without cause, by affirmative vote of a majority of the Members. Upon removal of the Chair, the Board shall promptly elect a successor.

D. If the Chair voluntarily resigns his or her position or is removed from the Board as provided in paragraph C of this Article II, then the Board shall promptly elect a successor.

E. Upon removal or resignation of the Chair, a special meeting for considering the election of a successor Chair shall be called by the Consenting Claimholder as soon as practicable upon written notice.

III. DUTIES OF THE SECRETARY

A. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the Board. He or she shall have charge of the internal records and shall perform such other duties as the Board may from time to time prescribe.

IV. QUORUM

A. A quorum shall consist of three Members (or designated alternates) (“Quorum”); provided, however, that in the event the Consenting Claimholders’ Members are conflicted then a quorum shall constitute the remaining two Members.

B. Proxies in respect of specific votes shall be permitted, provided such proxy vote shall be confirmed in writing (including by facsimile or electronic mail) to each other Member before such meeting. Voting by a designated alternate shall not be deemed to be voting by proxy.
V. MEETINGS

A. No meeting shall be held unless a Quorum is present at the beginning of the meeting and the following notice procedures have been complied with.

B. Regular meetings may be held from time to time on dates and at locations designated by the Chair or the Secretary. Announcements of the date and place of the next succeeding regular meeting shall be made by the Chair or the Secretary at a duly scheduled meeting, and confirmed by the Secretary in writing (including electronic mail) sent to all Members on not less than three (3)-days’ notice following such meeting.

C. In the event of an emergency, as reasonably determined by the Chair, special meetings may be called upon at least one (1)-business day’s prior written notice (including electronic mail) to each Member. In addition, any Member may request a special meeting on three (3)-days’ prior written notice (including electronic mail). If a special meeting is requested pursuant to this Article V, the Chair may call the special meeting on behalf of the requesting Member.

D. Meetings shall be held in person or by telephonic conference call or by a combination thereof.

E. Due to the potentially sensitive, non-public nature of subjects that may be discussed by the Board, meetings of the Board shall not be open to persons other than Members (or their designated alternate(s), including any designated alternate attending as an observer pursuant to Paragraph C of Article I, and designated counsel and professionals employed by the Members); provided, however, that professionals for the Appointing Parties shall be permitted to attend. The Board, by affirmative vote
of a majority of its Members, may for special, limited purposes, permit other persons
to attend who shall not be deemed Members under these Bylaws.

F. The Chair or such other Member as the Chair may designate, shall preside at all
meetings of the Board.

VI. AGENDA

A. To the extent possible, matters shall be presented to the Board upon written agenda
prepared at the direction of the Chair and transmitted to the Members prior to Board
meetings.

B. Matters as to which any Member requests action by the Board shall be presented to
each Member and its counsel (if any), when feasible, prior to the meeting at which
such matters are to be considered.

C. Minutes shall be recorded in draft form and distributed to all Members as soon as
possible. The minutes need not be detailed but shall describe (i) Members and
third parties in attendance, (ii) agenda items discussed and Board resolutions, and
(iii) the result of any vote taken by the Board. All recorded minutes shall be
deemed recorded in draft form until approved by the Board. Minutes shall be
deemed approved by the Board and deemed final following distribution unless
comments are received within seven (7) business days after distribution to the
Members, in which event revised minutes reflecting such comments may be
distributed and shall be brought up for approval by vote of the Members at the
next Board meeting.

D. Written communications to and among Members, their counsel and Board
professionals, if any, may be made by hand, first-class mail, overnight courier,
facsimile transmission, or electronic mail transmission, at the then most current address, e-mail address or facsimile number provided to the Chair or the Secretary. Records of any such written communications shall be deemed sufficient and conclusive evidence of the communication, without the need for follow-up confirmation. It shall be the responsibility of each Member, its counsel or another Board professional, if any, to notify the Chair or the Secretary of any change in contact information. It shall be the responsibility of the Chair or the Secretary to provide promptly an updated Board working group contact list to all Members, their counsel and other Board professionals, if any, when any changes are made.

VII. ACTION BY BOARD

A. The Board may take any action as permitted by Article VIII by (i) subject to Paragraph A of Article IX, and accept as otherwise required in Paragraphs A and C of Article II or Paragraph E of Article V, majority vote of the Members present and entitled to vote at a meeting duly called and scheduled in accordance with Article V, or (ii) unanimous written consent (including via electronic communications) of all Members.

B. For the avoidance of doubt, the Chair has the discretion to take the following actions without a meeting of the Board: (i) direct Wind Down Co to object to, estimate, or seek the subordination, of any Disputed Claim for which the aggregate asserted Claim(s) amount is $150,000 or less; (ii) approve Wind Down Co’s settlement or resolution of any Disputed Claim (or series of related Disputed Claims) for which the aggregate asserted Claim(s) amount is $150,000 or less; provided, however, that the settlement or resolution of a claim asserted in an amount of $0 or for an unknown
amount resulting in an allowed claim of greater than or equal to $50,000 shall require
the approval of the Board; (iii) direct Wind Down Co to prosecute, compromise,
settle, abandon, dismiss or otherwise dispose of any Cause of Action (or series of
related Causes of Action) for which the aggregate amount(s) asserted to be owing to
the Debtors or Wind Down Co is $150,000 or less; (iv) authorize the Board’s or
Wind Down Co’s incurrence or payment of expenses or fees, including professional
fees, in an amount of $150,000 or less; and (v) direct Wind Down Co to transfer, sell,
liquidate, or abandon any asset (or series of related assets) for which the aggregate
book value is $150,000 or less.

C. Unless and until any other person(s) is authorized to do so by the Board, only the
Chair shall speak for the Board in reporting the Board’s non-confidential resolutions
and positions to the media.

VIII. BOARD FUNCTIONS

A. The purpose of the Board is to perform the functions set forth in the Plan, including,
among other things, to: (i) direct Wind Down Co to administer and make
Distributions to holders of Allowed Claims other than Class 3A General Unsecured
Claims; and (ii) estimate and reserve cash to adequately fund the reasonable and
necessary projected costs to carry out the Plan, including, without limitation,
professional fees and the expenses associated with administering Wind Down Co.
The Members shall implement the Reconciliation Plan in good faith, including to file
and prosecute objections to, approve settlements and compromises of, and otherwise
resolve all Claims against the Debtors. The Members shall seek to implement the
Reconciliation Plan, administer the Plan, and close the Chapter 11 Cases as promptly as possible.

B. In accordance with the Plan, the Board shall direct Wind Down Co to distribute Available Cash from time to time to the members of Wind Down Co.

IX. CONFLICTS OF INTEREST

A. If any matter under consideration by the Board appears to involve a potential conflict of interest with any Member(s) serving on the Board (including any Disputed Claim being considered by the Board that is asserted by a Member, the Appointing Party that appointed a Member, or a Member’s employer), the Member(s) with such potential conflicting interest shall immediately (i) disclose to the Board the existence of any potential conflict of which he or she has knowledge, and (ii) abstain from (x) attending any portion of the discussion of the matter and (y) voting on the matter being considered by the Board. Consistent with the foregoing, any Member(s) having a potential conflict of interest shall not have access to (i) Confidential Information (defined below), and (ii) reports or work product (including draft pleadings) prepared by or at the direction of the Board’s counsel, with respect to the matter in which the potential conflict of interest exists; it being understood and agreed the alternate representative in respect of the UCC’s appointed Member shall be afforded such access and entitled to vote on such matter.

B. Notwithstanding anything to the contrary in Article IX, there shall not be a conflict of interest with respect to any Member, the Appointing Party that appointed a Member, or such Member’s employer, and the procedures set forth in paragraph A of this Article IX shall not apply, asserting a claim against the Debtors to the extent the
such claim is proposed to be allowed at an amount equal to or less than the Debtors’ estimated allowed amount for such claim pursuant to the Reconciliation Plan and other materials provided by the Debtors to the PSA Parties in connection with the Reconciliation Plan that are consistent with that certain Westinghouse Claims Resolution Plan dated February 20, 2018.

C. Nothing contained in these Bylaws shall, subject to this Article IX and Article X, prevent any Member or any such Member’s employer from (i) exercising (or omitting to exercise) or seeking (or omitting to seek) to enforce or protect any of his, her or its rights as an individual creditor or other party-in-interest in any of these cases as it may deem appropriate, (ii) acquiring additional claims against the Debtors, or (ii) otherwise affect the ability of any Member or such Member’s employer to act in his, her or its capacity as an individual creditor or other party-in-interest as it deems appropriate.

X. CONFIDENTIALITY OF INFORMATION

A. Each Member agrees that it will use Confidential Information solely for the purposes described in Article VIII; provided, however, that nothing shall prevent a Member from sharing information with the UCC or any of its professional advisors.

B. All information, irrespective of form or medium of communication, including, without limitation, matters discussed at Board meetings (whether or not memorialized in any minutes thereof), any documents, oral and written communications, electronic correspondence, and all information posted in any electronic data room) obtained by or made available to Members or their Representatives as a result of or in connection with their service on the Board that is
not generally available to the public, any information or material received from the Debtors or their Representatives (as defined in paragraph C of this Article) that is not available to the public, including, without limitation, information concerning the Debtors’ and certain of its affiliates’ assets, liabilities, business operations, business practices, business plans, financial projections, financial and business analyses, intellectual property, trade secrets and compilations and studies relating to the foregoing, and other documents prepared by the Debtors and certain of its affiliates or their Representatives (collectively, with any notes, analyses, reports, summaries, models, forecasts, projections, compilations, studies, interpretations, documents or records to the extent containing, based upon or derived from any such information, in whole or in part, whether generated by the Members, or otherwise) ("Confidential Information") is confidential and shall not be disclosed or revealed to third parties; provided, however, that Confidential Information shall not include information that (i) is available to, or was in the possession of, a Member, on a non-confidential basis independently from the receipt of such information in its capacity as a Member, (ii) is available to the public other than as a result of a breach of any of the provisions of this Article X, (iii) is or becomes independently available to, or was in the possession of, a Member by a means other than service on or in connection with its membership on the Board so long as the Member’s receipt of such information is not, to the knowledge of such Member, in violation of any other confidentiality provisions or agreements, or (iv) was or is independently developed by such Member without use of, or reference to, any Confidential Information; provided, further, the use and disclosure (or non-disclosure) of Confidential Information received by a Member
from an Appointing Party or its Representatives outside of its capacity as a Member and pursuant to a separate agreement between such Member and the Appointing Party that is unrelated to such Member’s service on the Board shall be governed by the terms of such agreement and not subject to the confidentiality provisions hereof.

C. Notwithstanding the foregoing provisions of this Article X, a Member may share any Confidential Information: (a) with other Members and such Member’s representatives (subject to Article IX and Paragraph E of Article I); (b) with the Board’s professionals, if any; (c) with such Member’s or such Member’s employer or Appointing Party’s professional advisors, attorneys, financial consultants, auditors, fund administrators, regulators and employees (including employees of affiliates of such Member or such Member’s employer), directors, officers, affiliates, trustees, or agents (all of such persons who actually receive Confidential Information from, or on behalf of, a Member, collectively “Representatives”) who (x) reasonably require such information to discharge the responsibilities of such Member as a Member of the Board or as part his or her job responsibilities with such Member’s employer or Appointing Party, and (y) agree to be, and are bound by, these confidentiality provisions and this obligation of confidentiality; (d) when required by law, rule, regulation or court (collectively, “Law”), only as to such portion of the Confidential Information as is required to be disclosed and is determined to be required to be disclosed by the disclosing Member, in consultation with counsel and upon notice to the Board to the extent such notice is permitted by Law; (e) where requested by any regulatory authority or internal or outside auditor; (f) with a third party, provided that a confidentiality agreement reasonably acceptable to the Board and, if related to
Confidential Information provided to the Board or its representatives by the Debtors, Wind Down Co or any of their respective representatives, the Debtors or Wind Down Co, is duly executed with such third party (it being agreed and understood that any such confidentiality agreement shall contain third-party beneficiary rights for the Debtors if any Confidential Information of the Debtors will be provided thereunder); and (g) in the context of court proceedings, after such Member has sought an order providing that such information shall be filed under seal and has given notice of the filing of such motion to the Board.

D. Except as set forth in paragraph C of this Article, each Member agrees not to disclose, directly or indirectly, transfer, export, or re-export any Confidential Information, or any direct products or technology resulting therefrom to any country, natural person or entity, except in accordance with applicable export control laws, specifically the U.S., the E.U. (including the European Community, EC 428/2009) and other applicable government export control laws and regulations (“Applicable Export Laws”). To assure compliance with the Applicable Export Laws of the United States Government, specifically the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810 (U.S. Code of Federal Regulations), the U.S. Department of Commerce export regulations of commercial or dual use-technology under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury’s sanctions programs and sanctions lists, each Member shall not disclose or permit the disclosure, transfer, export, or re-export, directly or indirectly, any Confidential Information it receives hereunder, or any product or technology derived from such Confidential Information without the prior written permission of the
Debtors, which may be contingent on additional United States Government and/or other government approvals. Each Member represents and warrants that (i) neither the Member nor, to its knowledge, its personnel (including its employees, contractors, officers, directors and principal owners) are currently included in any published lists maintained by the governments of the U.S., E.U. and other countries of persons and entities whose export or import privileges have been denied or restricted, (ii) the Member will not use the Confidential Information in any activity prohibited by 15 CFR Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and (iii) the Member will not disclose Confidential Information to any countries for which the U.S., the E.U. and other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo. Each Member shall fully comply with all such Applicable Export Laws with regards to the Confidential Information it receives hereunder and shall cooperate in good faith with the reasonable requests of the Debtors made for purposes of its compliance with such Applicable Export Laws. Notwithstanding any other provisions in this Agreement, the obligations set forth in this section shall be binding on the Members so long as the relevant Applicable Export Laws are in effect.

E. Upon the resignation or removal of a Member, such Member shall, if requested in writing by the Board or by any Member that provided (or whose Appointing Party provided) Confidential Information, promptly return to the Board or certify in writing the destruction of written Confidential Information (including copies thereof) that was received by the Member in his or her capacity as a Member and in the course of
its tenure as a Member of the Board or affirmatively state in writing (including electronic mail) that a good faith effort was made by the Member to destroy all such material. Notwithstanding the foregoing, a Member shall not be required to return or destroy confidential material that it deems appropriate to retain for the purposes of compliance with applicable Law, regulations, professional obligations, or established document retention policies, provided, that, all such retained confidential material shall remain subject to the confidentiality provisions herein.

F. Notwithstanding the resignation or removal of a Member, such Member shall continue to be bound by this Article X.

G. If a Member violates the provisions of this Article X, the Board may request that the Bankruptcy Court remove such Member from the Board. Each undersigned party recognizes and acknowledges that it has a duty of confidentiality under these Bylaws and each agrees to treat Confidential Information in accordance with this Article X.

XI. EXPENSES

A. Each Member shall be responsible for the payment of any expenses incurred by such Member in connection with Board business; provided, however, that, each Member shall be reimbursed by Wind Down Co for reasonable expenses incurred by him or her in connection with performing his or her responsibilities as a Member (including for each Member, one alternate representative). For the avoidance of doubt, the Board shall not pay any fees for professional advisors to any individual Member or any Appointing Party.
XII. LIABILITY OF BOARD

A. The Board, the Members, the Appointing Parties and their respective professionals and agents shall not in any way be liable for any acts or omissions to act with respect to any of the matters contemplated by these Bylaws except by reason of their gross negligence, willful misconduct, or a criminal act in the performance of their duties under the Plan.

B. The Debtors (until the Effective Date) and Wind Down Co. (following the Effective Date), as applicable, shall indemnify the Board, the Members, the Appointing Parties and their respective alternate representatives, professionals and agents, and hold them harmless, from and against any and all liabilities, expense, claims, damages and losses incurred by any of them as a direct result of actions taken or omissions to act by them in such capacity or otherwise related to the Chapter 11 Cases or the Plan except by reason of their gross negligence, willful misconduct, fraud or criminal acts.  Any dispute regarding such indemnification under this Article XII shall be resolved by the Bankruptcy Court, which shall retain jurisdiction over matters relating to the indemnification provided under this Article XII.

XIII. RULES OF PROCEDURE

A. The Chair shall preside over each Board meeting in a manner that promotes fairness, a full opportunity for discussion and analysis of all business coming before the Board, and a full opportunity for each Member to express its view. Parliamentary procedures and any formal “Rules of Order” shall not be followed.

B. Each Appointing Party shall have the right of enforcement of the provisions hereof in the Bankruptcy Court.
XIV. EFFECTIVENESS/AMENDMENT TO BYLAWS

A. These Bylaws shall become effective upon entry of the Confirmation Order, and may only be amended, waived or repealed, in writing, by all of the Appointing Parties.
SIGNATURE PAGE FOR BYLAWS OF PLAN OVERSIGHT BOARD OF WESTINGHOUSE ELECTRIC COMPANY LLC, ET AL., CHAPTER 11 CASE NO. 17-10751-MEW

Approved by the undersigned Appointing Parties as of March [ ], 2018:

NUCLEUS ACQUISITION LLC

By: ______________________________
Name: _____________________________
Title: ______________________________

By: ______________________________
Name: _____________________________
Title: ______________________________

By: ______________________________
Name: _____________________________
Title: ______________________________

OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: ______________________________
Name: _____________________________
Title: ______________________________

WESTINGHOUSE ELECTRIC COMPANY LLC

By: ______________________________
Name: _____________________________
Title: ______________________________
Exhibit F

NI Settlement
AP1000 Self-reliance Projects NI Contract LD Payment Agreement
AP1000 Self-reliance Projects NI Contract LD Payment Agreement

This AP1000 Self-reliance Projects NI Contract LD Payment Agreement ("Agreement") entered into this ___ day of November, 2017, by and among State Nuclear Power Technology Corporation Ltd. (SNPTC), Sanmen Nuclear Power Company Ltd. (SMNPC) and Shandong Nuclear Power Company Ltd. (SDNPC) (hereinafter collectively referred to as the "Purchaser"); each of which is organized and existing under the laws of PRC, as one Party, and the Consortium consisting of Westinghouse Electric Company LLC, who acts as the leading party of the Consortium, Westinghouse Industry Products International Company LLC, Stone & Webster Asia, Inc., and Stone & Webster International, Inc. (the "Consortium", hereinafter collectively referred to as the "Supplier" and, together with Purchaser, the "Parties").

WHEREAS, Purchaser and Supplier are parties to the AP1000 Nuclear Island Contract for Nuclear Power Self-reliance Program Supporting NI Contracts, (Contract No. 07HT105000000293) dated July 24, 2007 (the "NI Contract") AP1000 projects in the People's Republic of China (the "Projects");

WHEREAS, the Supplier and certain of the Supplier's affiliates (collectively, the "Debtors"), filed voluntary chapter 11 petitions for relief under title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on March 29, 2017, which are being jointly administered as In re Westinghouse Electric Company LLC, et al., Case No. 17-10751 (the "Bankruptcy Cases");

WHEREAS, certain of the Purchaser parties filed Proofs of Claim Nos. 3118, 3119, 3125, 3126, 3127, 3128, 3129, 3130, 3131, 3133, 3135 and 3136 in the Bankruptcy Cases asserting, among other things, claims secured by setoff rights against the Supplier (the "Proofs of Claim");
WHEREAS, the China National Technical Import & Export Corporation (CNTIEC) was a party to the NI Contract for the purpose of acting as the commercial agent of the Purchaser and subsequently ceased to act as the commercial agent and has had no further involvement in the NI Contract;

WHEREAS, the Parties have maintained performance of the NI Contract continuously from the date of the related authorization to proceed on both Projects;

WHEREAS, payment disputes arose between the Parties concerning whether Supplier owes Purchaser payments relating to delays on the Projects allegedly caused by Supplier, as well as other costs and/or damages of various kinds, for matters occurring prior to, or for costs incurred prior to August 1, 2017, as set forth in Schedule 1 attached hereto (the “Purchaser Claim”);

WHEREAS, to avoid the uncertainties, cost, and expense of adjudicating the Purchaser Claim, the Proofs of Claim, and other disputes that presently exist, or at any time may have existed as to the Projects prior to August 1st under the NI Contract (collectively the “NI Contract Disputes”), except as expressly provided herein, the Parties have agreed to amicably and conclusively settle the NI Contract Disputes under the terms set forth in this Agreement.

WHEREAS, the Parties have agreed upon a package solution of the NI Contract Disputes and wish to compromise, settle, and satisfy the Purchaser claims, demands, and disputes that relate to the NI Contract and the Projects.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree as follows:

1. Supplier shall assume the NI Contract pursuant to section 365 of the Bankruptcy Code and shall owe no cure payments in connection with such assumption, other than the
obligation hereunder to make the Purchaser Claim and LD Payment (as defined below) pursuant to an order approving entry into this Agreement, entry into the AP1000 Self-reliance Projects NI Contract LD Payment Agreement by the Parties and assumption of the NI Contract, which order (the “Approval Order”) shall be in form and substance reasonably satisfactory to the Purchaser parties. Supplier shall pay to Purchaser the sum specified in Schedule I (the "Purchaser Claim and LD Payment") within ten (10) days after the Effective Date.

2. Purchaser shall withdraw all Proofs of Claim filed in the Debtors’ Bankruptcy Cases within fifteen (15) days after the Effective Date (as defined below). Without limiting Purchaser’s obligation hereunder to so withdraw the Proofs of Claim, Debtors and the claims agent appointed in the Bankruptcy Cases may expunge the Proofs of Claim from the Debtors’ claims register at any time after the Effective Date with no need for any authorization or consent from any Purchaser party. Purchaser shall have thirty (30) days after the later of (1) the Effective Date or (2) the date Purchaser withdraws all Proofs of Claim, or the date the Proofs of Claim are expunged, but in no event later than forty-five (45) days after the Effective Date, to re-file Proofs of Claim Nos. 3131 and 3133 only to the extent those Proofs of Claim currently assert claims other than any claims related to the NI Contract, and Purchaser shall not assert any claims related to the NI Contract. For the avoidance of doubt, Supplier’s obligations under Clause 16.1 of the NI Contract concerning liquidated damages for the performance guarantees specified in Appendix 8 are to be considered as future performance obligations of the Supplier and are not to be considered as matters arising prior to August 1, 2017.

3. In consideration of the Purchaser Claim and LD Payment and Supplier’s other obligations hereunder, Purchaser, for itself and its officers, agents, directors, stockholders,
owners, employees, subcontractors, suppliers, attorneys, insurers, sureties, predecessors, successors, assigns, parent, subsidiary and affiliated corporations, heirs, executors and administrators, and each of them, hereby releases and forever discharges Supplier and its past, present, and future officers, agents, directors, stockholders, owners, employees, attorneys, insurers, sureties, predecessors, successors, assigns, parent, subsidiary and affiliated corporations, heirs, executors and administrators, its contractors, consultants and suppliers, and each of them (collectively the "Supplier Released Parties"), from any and all manner of actions, controversies, suits, liens, losses, debts, dues, damages, claims, judgments, bonds, executions, and demands of every nature, kind and description whatsoever, in law or in equity, whether known or unknown, and whether suspected or unsuspected, which Purchaser had, now has or hereafter can, shall or may have against the Supplier Released Parties arising out of any matter or event that occurred prior to August 1, 2017 relating to the NI Contract or the Projects, but excepting from this release any claims, defenses, or rights relating to: (i) claims to receive payment provided for in this Agreement or to enforce rights granted in or for any breach of this Agreement; and (ii) claims for indemnity or contribution as a result of claims asserted against Purchaser by third parties ("third parties" shall not mean or include any parent, subsidiary or affiliated corporations of Purchaser, or their respective officers, agents, directors, stockholders, owners, employees, attorneys, insurers, sureties, predecessors, successors or assigns, executors and/or administrators or contractors, subcontractors, consultants, subconsultants of any tier on the Projects) for personal injury or property damage arising out of latent defects or latent deficiency in the physical work performed by Supplier at the Projects which are unknown or could not have been known with reasonable inspection by Purchaser as of the date hereof.
4. Purchaser agrees to defend and hold harmless Supplier against any and all manner of actions, controversies, suits, liens, losses, debts, dues, damages, claims, judgments, bonds, executions, and demands of every nature, kind and description whatsoever, in law or in equity, whether known or unknown, and whether suspected or unsuspected, that China National Technical Import & Export Corporation (CNTIEC) had, now has or hereafter can, shall or may have against the Supplier, arising out of any matter or event that occurred prior to the Effective Date relating to the NI Contract or the Projects.

5. The Parties expressly recognize that the sums referred to herein are to be paid in accord and satisfaction of a contested matter and that neither the payment nor the acceptance thereof represents an admission of liability or responsibility on the part of any Party.

6. This Agreement shall be effective only upon the occurrence of the following as conditions precedent: (1) the execution of this Agreement by the Parties; and (2) entry of the Approval Order, which shall be a Final Order (the “Effective Date”). “Final Order” shall mean an order of the Bankruptcy Court as to which the time to file a notice of appeal has expired in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure without an appeal notice filed.

7. The NI Contract provides in Chapter 25 that no assignment of any right or obligation under the NI Contract shall be made by either party to a third party without prior written consent of the other party. Notwithstanding the foregoing and the Supplier’s assumption of the NI Contract, Supplier shall continue to retain the right to seek to assign the NI Contract pursuant to section 365(f) of the Bankruptcy Code, provided that the Purchaser parties shall retain all rights under applicable law to object to the assignment, including on the basis that the assignment does not satisfy the requirements under Section 365 of the Bankruptcy Code.
including, without limitation, cure of defaults at the time of the proposed assignment and/or failure to demonstrate adequate assurance of future performance by the proposed assignee.

The Supplier agrees not to partially assign the NI Contract to any third party, including any purchaser of assets of the Supplier or any acquirer of any equity interest in Supplier or its affiliates. The Supplier agrees, and the Approval Order shall expressly provide, that if the Supplier attempts to assign the NI Contract, the Supplier shall only assign the NI Contract in its entirety and may not assign any part of the NI Contract without assigning the entire NI Contract. Notwithstanding the foregoing, if pursuant to a chapter 11 plan, sale under section 363 of the Bankruptcy Code or otherwise, the NI Contract is assigned in part but not in its entirety, Purchaser shall be entitled to an allowed administrative claim against each of the Supplier entities on a joint and several basis, which shall be

During the Chapter 11 process, the Supplier shall provide reasonable opportunity to the Purchaser to review and comment on non-sensitive presentation materials describing the NI Contract and Sanmen and Haiyang Projects that will be presented to a limited number of qualified potential buyers. The Purchaser parties will also have the opportunity to review and comment on non-sensitive presentation materials describing the NI Contract and Sanmen and Haiyang Projects for the selected potential owner to obtain the potential owner's acceptance of the NI Contract. In addition, the Supplier will provide an opportunity to the Purchaser to review and comment on the draft motion, including the proposed order, for approval of the package solution and the following assignment of this Agreement, if any.
8. The Parties acknowledge and represent that each has relied solely upon facts obtained from its own investigation in executing this Agreement and that neither has relied upon any statement or representation of any nature from the other Party or the other Party’s counsel or representatives.

9. The Parties further state that they have carefully read the Agreement, noted its contents, and signed the Agreement as their free and voluntary act. The Parties further state that they have participated in the drafting of this Agreement and that it will not be construed against any party to the Agreement.

10. The Parties represent and warrant that, as of the date of the execution of this Agreement, they have not assigned or transferred, or purported to assign or transfer, to any person, firm, corporation, or other entity, any rights or claims released hereby.

11. This Agreement is binding upon the Parties hereto and their respective successors and assigns.

12. The Parties agree to execute any further documents necessary to effectuate this Agreement. Performance of all of the agreements listed in Schedule 2 is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date hereof, and will become effective simultaneously on the Effective Date.

13. This Agreement may be executed and delivered in counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to the choice of law principles thereof.
15. All disputes arising from, or in connection with this Agreement, shall be settled through friendly discussion between the two Parties. In case no agreement is reached within ninety (90) days of the original notice of dispute by a Party, either Party shall be entitled to submit the disputes to the Arbitration Institute of the Stockholm Chamber of Commerce for arbitration. The tribunal shall be composed of three arbitrators. The arbitration shall be conducted in Stockholm, Sweden in accordance with arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The language of the arbitration shall be English. The rendered award shall be in writing and shall contain the reasons for the arbitrators' decision and shall be final and binding on both Parties.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth herein.

[Signature]
PURCHASER
State Nuclear Power Technology Corporation Ltd.
Authorized Representative

Sanmen Nuclear Power Company Ltd.
Authorized Representative

Shandong Nuclear Power Company Ltd.
Authorized Representative

SUPPLIER
Westinghouse Electric Company LLC
Authorized Representative

Westinghouse Industry Products International Company LLC
Authorized Representative

Stone & Webster Asia, Inc.
Authorized Representative

Stone & Webster International, Inc.
Authorized Representative
SCHEDULE 1
PURCHASER CLAIM AND LD PAYMENT

1. The Purchaser Claim includes all liquidated damages only to the extent that they may be due under Clauses 16.2, 16.3, 16.5 and 16.6 of the NI Contract for all delay events for which Supplier may be responsible that occurred, or commenced, before August 1, 2017. The Purchaser Claim also includes all costs, losses and damages for which Supplier may be liable under the NI Contract, other than liquidated damages, that the Purchaser may have incurred as of August 1, 2017.

2. Within ten (10) days after the Effective Date, Supplier shall pay to Purchaser the sum of One Hundred Thirty Five Million Three Hundred Seventy One Thousand Three Hundred and Twenty Dollars and Zero Cents ($135,371,320.00) (the "Purchaser Claim and LD Payment").

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<td>Bank Address: NO.59 HAIZHENG ROAD, HAIYANG YANTAI SHANDONG CHINA, 265100</td>
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SCHEDULE 2

This Agreement shall document a package solution that shall consist of the following six (6) documents, which the Parties agree are all inter-related, executed as of the date hereof, and will become effective simultaneously on the Effective Date, as defined herein.

1. AP1000 Self-reliance Projects NI Contract LD Payment Agreement
2. AP1000 Self-reliance Projects NI Contract Variation Order 136 for Change Proposals
3. VO137 for Sanmen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sanmen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services
Sanmen Framework Contract for Future Instrumentation and
Control (I&C) Services

Between

Sanmen Nuclear Power Company Ltd.

State Nuclear Power Technology Corporation Ltd.

And

Westinghouse Electric Company LLC

Contract No.: ______________________

Date of Signature: ____________________
Sanmen Framework Contract for Future I&C Services

PREAMBLE

This Contract is entered into by and between Sanmen Nuclear Power Company Ltd., (the “Owner” or “Purchaser”) a Chinese corporation duly established and existing under the laws of the People’s Republic of China with principal place of business located at Sanmen Nuclear Power Company Ltd., Sanmen, Zhejiang 317112, China,

State Nuclear Power Technology Corporation Ltd. (the “Witness”), a Chinese corporation duly established and existing under the laws of the People’s Republic of China with principal place of business located at Building No.1, Compound No. 29, North 3rd Ring, Xicheng District, Beijing, 100029, China,

and

Westinghouse Electric Company LLC (the “WEC” or “Supplier”), a company incorporated under the laws of the State of Delaware, and having its principal place of business at 1000 Westinghouse Drive, Cranberry Township, PA 16066, USA.

WHEREAS, State Nuclear Power Technology Corporation Ltd., Sanmen Nuclear Power Company Ltd. and Shandong Nuclear Power Company Ltd. have entered into an AP1000 Nuclear Island Contract (NI Contract No. 07HT10500000293) for Nuclear Power Self-reliance Program Supporting Projects;

WHEREAS, the Owner desires that the Supplier provide the Scope of Supply as defined in Article 3.0 for the above-mentioned Project; and

WHEREAS, Supplier desires to provide the Scope of Supply as set forth in the Contract, and the Purchaser shall accept such Scope of Supply from Supplier, subject to the terms and conditions hereinafter contained.
Sanmen Framework Contract for Future I&C Services

NOW, THEREFORE, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

With respect to this Contract and its attachments, the terms and conditions expressly provided in this Contract shall apply and take precedence over the information in the attachments, and all other terms and conditions are subject to the NI Contract.

1.0 Summary of this Contract

The Parties have identified and discussed the NI Contract disputes submitted prior to August 1, 2017 and wish to compromise, settle, and satisfy the claims, demands, and disputes that relate to the NI Contract.

This Agreement shall document a package solution that shall consist of the following six (6) documents. Performance of all of the agreements listed below is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date hereof, and will become effective simultaneously on the Effective Date.

1. AP1000 Self-reliance Projects NI Contract LD Payment Agreement
2. AP1000 Self-reliance Projects NI Contract Variation Order 136 for Change Proposals
3. VO137 for Sanmen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sanmen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

The scope specific to this Contract is as described in Section 3.0.
Sanmen Framework Contract for Future I&C Services

2.0 Commercial

2.1 Price

The Owner agrees to execute a new separate Instrumentation and Control (the “I&C”) contract with Westinghouse Electric Company (China) Co., Ltd. which will provide I&C services for the five (5) years’ period.

After the Owner has executed new separate contract, this Contract is void and superseded by the new contract for I&C services, and all the payment shall be made under the new separate contract.

The Owner agrees that its I&C services contract will be valued at $10,000,000 (Say Ten Million USD, or equivalent amount in RMB) for mutually agreed scope of I&C services (the “Price”).

2.2 Taxes

The total Price does not include any Value Added Taxes or surtaxes.

2.3 Guarantee

The guarantee provisions shall be as documented in the new I&C services contract with the Owner.

3.0 Scope and Terms

3.1 Westinghouse will commit to provide I&C services over the five (5) years’ period from the Effective Date of the new I&C services contract.

3.2

Proprietary and Confidential
Sanmen Framework Contract for Future I&C Services

3.3 The Time and Material Rate set out in Sanmen Units 3&4 Instrumentation and Control Supply Contracts (Onshore and Offshore) and the NI Contract shall be given into consideration in the new I&C services contract. For avoidance of doubt, the aforesaid Time and Material Rate is for reference purpose only and shall in no way limit the Parties' ability to amicably negotiate on an adjusted rate in the new I&C services contract.

3.4 Westinghouse and the Owner shall work together to finalize the terms and conditions of the separate I&C services contract by [redacted] and shall also define the detailed service scope for the 1st service year [redacted]. The payment schedule for the separate I&C services contract shall be consistent with the payment schedule set out in this Contract. At least [redacted] before the beginning of the 2nd service year, Westinghouse and the Owner shall engage and define the detailed service scope for the 2nd service year, and the Owner shall include the equivalent amount into its budget for the corresponding year.

3.5 If the value of the work requested by the Purchaser for a certain service year exceeds the agreed payment amount for that year, the Parties shall adjust the payment amount for that year to match the value of the work to be performed.

3.6 If the value of the work requested by the Purchaser for a certain service year is less than the payment already made by the Purchaser for that year, the unused amount will be carried over to the following years, but in no event be carried forward through the end of the 5 years' service contract duration.

3.7 If the value of the work requested by the Purchaser exceeds the Price, the I&C services contract will be amended as agreed by the Owner and the Supplier through amicable discussion.

Proprietary and Confidential
Sanmen Framework Contract for Future I&C Services

3.8 If the separate I&C service contract is signed before [ redacted ], the below payment schedule will be executed under the separate I&C service contract. In the event the separate I&C service contract is not signed by the payment due date as specified in Table 3.3-1, the Owner shall make payment according to the below payment schedule under this Contract until the separate I&C service contract becomes effective.

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 31, 2018</td>
<td>[redacted]</td>
</tr>
<tr>
<td>May 31, 2019</td>
<td>[redacted]</td>
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<tr>
<td>May 31, 2020</td>
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<td>May 31, 2021</td>
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<tr>
<td>May 31, 2022</td>
<td>[redacted]</td>
</tr>
<tr>
<td>Total Price</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

4.0 Effectiveness

4.1 This Contract shall become effective on the Effective Date.
Sanmen Framework Contract for Future I&C Services

PURCHASER
Sanmen Nuclear Power Company Ltd.
Authorized Representative

SUPPLIER
Westinghouse Electric Company LLC
Authorized Representative

WITNESS
State Nuclear Power Technology Corporation Ltd.
Authorized Representative

Proprietary and Confidential
Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

Between

Shandong Nuclear Power Company Ltd.

State Nuclear Power Technology Corporation Ltd.

And

Westinghouse Electric Company LLC

Contract No.: ______________________

Date of Signature: ____________________
Haiyang Framework Contract for Future I&C Services

PREAMBLE

This Contract is entered into by and between Shandong Nuclear Power Company Ltd.,
(the “Owner” or “Purchaser”) a Chinese corporation duly established and existing under the laws
of the People’s Republic of China with principal place of business located at Haiyang Nuclear
Power Plant, Haiyang, Shandong 265116, China,

State Nuclear Power Technology Corporation Ltd. (the “Witness”), a Chinese
corporation duly established and existing under the laws of the People’s Republic of China with
principal place of business located at Building No.1, Compound No. 29, North 3rd Ring, Xicheng
District, Beijing, 100029, China,

and

Westinghouse Electric Company LLC (the “WEC” or “Supplier”), a company
incorporated under the laws of the State of Delaware, and having its principal place of business at
1000 Westinghouse Drive, Cranberry Township, PA 16066, USA.

WHEREAS, State Nuclear Power Technology Corporation Ltd., Sanmen Nuclear Power
Company Ltd. and Shandong Nuclear Power Company Ltd. have entered into an AP1000 Nuclear
Island Contract (NI Contract No. 07HT10500000293) for Nuclear Power Self-reliance Program
Supporting Projects;

WHEREAS, the Owner desires that the Supplier provide the Scope of Supply as defined
in Article 3.0 for the above-mentioned Project; and

WHEREAS, Supplier desires to provide the Scope of Supply as set forth in the Contract,
and the Purchaser shall accept such Scope of Supply from Supplier, subject to the terms and
conditions hereinafter contained.
Haiyang Framework Contract for Future I&C Services

NOW, THEREFORE, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

With respect to this Contract and its attachments, the terms and conditions expressly provided in this Contract shall apply and take precedence over the information in the attachments, and all other terms and conditions are subject to the NI Contract.

1.0 Summary of this Contract

The Parties have identified and discussed the NI Contract disputes submitted prior to August 1, 2017 and wish to compromise, settle, and satisfy the claims, demands, and disputes that relate to the NI Contract.

This Agreement shall document a package solution that shall consist of the following six (6) documents. Performance of all of the agreements listed below is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date hereof, and will become effective simultaneously on the Effective Date.

1. AP1000 Self-reliance Projects NI Contract LD Payment Agreement
2. AP1000 Self-reliance Projects NI Contract Variation Order 136 for Change Proposals
3. VO137 for Sanmen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sanmen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

The scope specific to this Contract is as described in Section 3.0.
Haiyang Framework Contract for Future I&C Services

2.0 Commercial

2.1 Price

The Owner agrees to execute a new separate Instrumentation and Control (the “I&C”) contract with Westinghouse Electric Company (China) Co., Ltd. which will provide I&C services for the five (5) years’ period.

After the Owner has executed new separate contract, this Contract is void and superseded by the new contract for I&C services, and all the payment shall be made under the new separate contract.

The Owner agrees that its I&C services contract will be valued at $10,000,000 (Say Ten Million USD, or equivalent amount in RMB) for mutually agreed scope of I&C services (the “Price”).

2.2 Taxes

The total Price does not include any Value Added Taxes or surtaxes.

2.3 Guarantee

The guarantee provisions shall be as documented in the new I&C services contract with the Owner.

3.0 Scope and Terms

3.1 Westinghouse will commit to provide I&C services over the five (5) years’ period from the Effective Date of the new I&C services contract.

3.2

Proprietary and Confidential
Haiyang Framework Contract for Future I&C Services

3.3 The Time and Material Rate set out in Haiyang Units 3&4 Instrumentation and Control Supply Contracts (Onshore and Offshore) and the NI Contract shall be given into consideration in the new I&C services contract. For avoidance of doubt, the aforesaid Time and Material Rate is for reference purpose only and shall in no way limit the Parties’ ability to amicably negotiate on an adjusted rate in the new I&C services contract.

3.4 Westinghouse and the Owner shall work together to finalize the terms and conditions of the separate I&C services contract by [Redacted] and shall also define the detailed service scope for the 1st service year [Redacted]. The payment schedule for the separate I&C services contract shall be consistent with the payment schedule set out in this Contract. At least [Redacted] before the beginning of the 2nd service year, Westinghouse and the Owner shall engage and define the detailed service scope for the 2nd service year, and the Owner shall include the equivalent amount into its budget for the corresponding year.

3.5 If the value of the work requested by the Purchaser for a certain service year exceeds the agreed payment amount for that year, the Parties shall adjust the payment amount for that year to match the value of the work to be performed.

3.6 If the value of the work requested by the Purchaser for a certain service year is less than the payment already made by the Purchaser for that year, the unused amount will be carried over to the following years, but in no event be carried forward through the end of the 5 years’ service contract duration.

3.7 If the value of the work requested by the Purchaser exceeds the Price, the I&C services contract will be amended as agreed by the Owner and the Supplier through amicable discussion.
3.8 If the separate I&C service contract is signed before [redacted], the below payment schedule will be executed under the separate I&C service contract. In the event the separate I&C service contract is not signed by the payment due date as specified in Table 3.3-1, the Owner shall make payment according to the below payment schedule under this Contract until the separate I&C service contract becomes effective.

<table>
<thead>
<tr>
<th>Invoice Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>May 31, 2018</td>
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<tr>
<td>May 31, 2019</td>
<td>[Redacted]</td>
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<tr>
<td>May 31, 2020</td>
<td>[Redacted]</td>
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<tr>
<td>May 31, 2021</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>May 31, 2022</td>
<td>[Redacted]</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

4.0 Effectiveness

4.1 This Contract shall become effective on the Effective Date.
Haiyang Framework Contract for Future I&C Services

PURCHASER
Shandong Nuclear Power Company Ltd.
Authorized Representative

SUPPLIER
Westinghouse Electric Company LLC
Authorized Representative

WITNESS
State Nuclear Power Technology Corporation Ltd.
Authorized Representative
Variation Order for Change Proposals

Variation Order 136

Contract No. 07HT1050000293

Date of Signature:
Place of Signature:

This Variation Order shall be deemed to form and be read and construed as part of this Contract, and shall be interpreted in the order defined in the Contract form in case of discrepancy or ambiguity among the documents. With respect to this Variation Order and its attachments, the price, terms of payment, delivery, guarantee, and tax terms of the Variation Order take precedence over information in the attachments.

1.0 Summary of Variation Order

The Parties have identified and discussed the NI Contract disputes submitted prior to August 1, 2017 and wish to compromise, settle, and satisfy the claims, demands, and disputes that relate to the NI Contract.

This Agreement shall document a settlement framework that shall consist of the following documents. Performance of all of the agreements listed below is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date of signature of this Variation Order, and will become effective simultaneously on the Effective Date.

1. AP1000 Self-reliance Projects NI Contract LD Payment Agreement
2. AP1000 Self-reliance Projects NI Contract Variation Order 136 for Change Proposals
3. VO137 for Sanmen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sanmen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

The scope specific to this Variation Order is as described in Section 3.0.
Variation Order No. 136

2.0 Commercial

2.1 Price

The Purchaser agrees to pay Westinghouse within ten (10) calendar days after the Effective Date of this Variation Order, the sum of $128,108,594 (Say One Hundred and Twenty Eight Million, One Hundred and Eight Thousand, Five Hundred and Ninety-Four U.S. Dollars and Zero Cents), (the "Supplier Claim Settlement Payment"), excluding any Value-add Tax and its surtaxes, via telegraphic transfer (T/T), in which Sanmen onshore price is $41,447,914; Sanmen offshore price is $26,302,515; Haiyang onshore price is $41,447,914; Haiyang offshore price is $18,910,251.

2.2 Taxes

This offer does not include Value-added Tax.

The Purchaser will pay the Value-added Tax and Surtaxes related to the above Payment in compliance with Caishui [2016] No. 36, the Notice of the Ministry of Finance and the State Administration of Taxation on Fully Implementation of the Pilot Program of Levying Value-added Tax in Lieu of Business Tax issued on March 23rd, 2016.

This offer includes [redacted] for Sanmen scope work and [redacted] for Haiyang scope work calculated based on the current (October, 2017) deemed profit rate. The Supplier will pay the

If there are any law changes which are not covered under this Variation Order, Chapter 17.3 will apply. Otherwise, Chapter 21 of the NI Contract will apply.

2.3 Guarantee

The guarantee provisions shall be the same as the guarantee described in Chapter 12 under the NI Contract.

2.4 Other Terms & Conditions

Except as expressly modified herein, all other general Terms and Conditions of the NI Contract shall be incorporated into this Variation Order with full force and effect as if expressly set forth herein. The Parties further state that they have jointly participated in the drafting of this Variation Order.

3.0 Scope and Terms

Page 2
Proprietary & Confidential
3.1 The scope of this Variation Order settles the Change Proposals listed in Table 3-1. Table 3-1 constitutes a complete list of the Change Proposals issued as of August 1st, 2017 and settled under this Variation Order.

<table>
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<tr>
<th>Description</th>
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<td>23</td>
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</tbody>
</table>

3.2 A complete list of the in-process work that began prior to August 1st, 2017 but has not yet been completed, for which the Supplier has not submitted the Change Proposals, is set out in Table 3-2. The Change Proposals for these in-progress work scopes and
activities, once submitted, will be resolved outside of this Variation Order under the NI Contract Chapter 17.

### TABLE 3-2

<table>
<thead>
<tr>
<th>Description</th>
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<th>3</th>
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</tbody>
</table>

### Table 3-2.A

The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

**Return and Repair/Replace Parts – in-process of repair/evaluation**
Table 3.2-B

The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

<table>
<thead>
<tr>
<th>Document Number/Letter</th>
<th>Title</th>
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<tbody>
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<tr>
<td>[Blank]</td>
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</tbody>
</table>

Various eFIN work in process – documented prior to August 1 2017

Page 5
Proprietary & Confidential
<table>
<thead>
<tr>
<th>Variation Order No. 136</th>
<th>Contract No. 07HT10500000293</th>
</tr>
</thead>
</table>

### Table 3.2-B

The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

Various eFIN work in process – documented prior to August 1 2017
Table 3.2-B
The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Various eFIN work in process – documented prior to August 1 2017</td>
<td>Various eFIN work in process – documented prior to August 1 2017</td>
</tr>
<tr>
<td>Table 3.2-B</td>
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<tr>
<td>The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1\textsuperscript{st} 2017</td>
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<tr>
<td>Various eFIN work in process – documented prior to August 1, 2017</td>
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</table>
Table 3.2-B

The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

<table>
<thead>
<tr>
<th>Various eFIN work in process – documented prior to August 1 2017</th>
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</table>
Table 3.2-B
The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

Various eFIN work in process – documented prior to August 1 2017
<table>
<thead>
<tr>
<th>Table 3.2-B</th>
</tr>
</thead>
<tbody>
<tr>
<td>The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017</td>
</tr>
<tr>
<td>Various eFIN work in process – documented prior to August 1 2017</td>
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</table>

<table>
<thead>
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<th>Work Item</th>
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</tr>
</tbody>
</table>

Page 11
Proprietary & Confidential
Table 3.2-B

The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

Various eFIN work in process – documented prior to August 1 2017

<table>
<thead>
<tr>
<th>Work Item Description</th>
<th>Status</th>
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<td>Work Item 1</td>
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<td>Work Item 2</td>
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<td>Work Item 9</td>
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</table>

Page 12

Proprietary & Confidential
### Table 3.2-B
The work originated prior to August 1, 2017 for which Change Proposals have not yet been submitted by August 1st 2017

<table>
<thead>
<tr>
<th>Various eFIN work in process – documented prior to August 1 2017</th>
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</table>

3.3 A complete list of open Change Proposals that have been issued as of August 1st, 2017 but have not been resolved is set out in Table 3-3. These Change Proposals will be processed outside of this Variation Order under the NI Contract Chapter 17.

### TABLE 3-3
Open Change Proposal Submitted Prior to August 1st, 2017 but have not been resolved under this Variation Order

<table>
<thead>
<tr>
<th>Description</th>
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</table>

Except for the Change Proposals and in-progress work as set out in Table 3-2 (including Table 3-2A and Table 3-2B) and Table 3-3 of this Clause 3.1 hereunder, Westinghouse, for itself and its officers, agents, directors, stockholders, owners, employees, subcontractors, suppliers, attorneys, insurers, sureties, predecessors, successors, assigns, parent, subsidiary and affiliated corporations, heirs, executors and administrators, and each of them, hereby releases and forever discharges Purchaser and its past, present, and future officers, agents, directors, stockholders.
owners, employees, attorneys, insurers, sureties, predecessors, successors, assigns, parent, subsidiary and affiliated corporations, heirs, executors and administrators, its contractors, consultants and suppliers, and each of them (collectively the “Purchaser Released Parties”) from any and all manner of change proposals, variation orders, actions, controversies, suits, liens, losses, debts, dues, damages, claims, judgments, bonds, executions, and demands of every nature, kind and description whatsoever, in law or in equity, whether known or unknown, and whether suspected or unsuspected, which Westinghouse had, now has or hereafter can, shall or may have against the Purchaser Released Parties arising out of any matter or event that occurred prior to the August 1, 2017 relating to the NI Contract.

3.4 Purchaser agrees to release the outstanding invoices and payments are set out in Table 3-4 by November 30, 2017.

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>Invoice Date</th>
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<td>90262143</td>
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<td>90322423</td>
<td>5/4/2016</td>
<td></td>
<td>VO 77</td>
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<td>90342807</td>
<td>3/13/2017</td>
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<td>VO 83</td>
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</tr>
<tr>
<td>90336451</td>
<td>12/13/2016</td>
<td></td>
<td>VO 104</td>
<td></td>
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<tr>
<td>90346404</td>
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<td></td>
<td>DC Equipment PO</td>
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<tr>
<td>90352912</td>
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<td>DC Equipment PO</td>
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<td>DC Equip-EA03 PO</td>
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</tr>
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<td>Description</td>
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<td></td>
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<tr>
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<td>7/5/2017</td>
<td>VO 77</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90354114</td>
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<td>VO 115</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90352565</td>
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<td>SPMO-February</td>
<td></td>
<td></td>
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<tr>
<td>2461416</td>
<td>5/13/2016</td>
<td>JPMO-March</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>SPMO-March</td>
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<tr>
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</table>
Table 3-4

<table>
<thead>
<tr>
<th>Outgoing invoices and Payment</th>
<th>Sealant for HY U2</th>
</tr>
</thead>
<tbody>
<tr>
<td>90348996</td>
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<td>5/25/2017</td>
</tr>
<tr>
<td>90356127</td>
<td>10/9/2017</td>
</tr>
</tbody>
</table>

3.5 Payment Principle for Future Work

For the remaining period of performance of the N1 Contract, for any out of scope or disputed scope items, including but not limited to, emergent procurement parts orders, non-warranty return and/or repair parts, engineering analysis, NCRs, CCRs, or Supplier support of NNSA meetings or additional personnel specialists not in the N1 Contract that are requested by the Purchaser, the Parties shall confirm agreement via formal Project correspondence on the scope and price to prior to the Supplier commencing work. Once the payment for the scope of work is made in full, Westinghouse shall release the deliverable. The existing VO77 and VO117 shall remain valid.

Each Owner shall make an advance payment of [redacted] to be deducted from the End of Performance Test milestone payments for Unit 1 at each Site. [redacted] payments will be paid via T/T in advance against the total payment for milestone W-SM-188 for Sanmen. And one of [redacted] payments will be paid via T/T in advance against the total payment for milestone W-HY-182 for Haiyang. [redacted] will serve as security monies available to Westinghouse to begin the work in advance of the Purchaser’s full payment.

The Purchaser shall assure payments for all agreed out of scope and disputed work will be made on a timely basis. However, if the total amount of open outstanding invoice is greater than [redacted] for either Owner, Westinghouse will not proceed with or deliver any out of scope work or work under dispute for the respective Owner until payments are made by the respective Owners.
Variation Order No. 136

Owner to reduce the outstanding amount below [redacted] to an amount equal to the price of the scope of work.

For agreed large out of scope work or disputed work in which the price is more than [redacted] Westinghouse will not begin work until payment is received.

Payment in advance for Emergency procurement can be waived in special cases where the Purchaser and Westinghouse are in agreement to commence work while the Purchaser makes payment arrangements.

3.6 Payments based on End of Performance Tests ("EOPT")

The Parties agree that timely performance and adequate resources for duly performing the NI Contract are an important part of the consideration due under this Variation Order. The Parties also agree that timely payment of the amounts specified under NI Contract clause 4.2.A.(iii) are an important part of the consideration due under this Variation Order. Accordingly, the Purchaser confirms that it will issue each of the four Provisional Acceptance Certificates in a prompt and timely manner once the contractual requirements for each Provisional Acceptance Certificate set out in the NI Contract are met and that neither minor defects which do not affect the safe, reliable, effective and full-power operation as specified in Chapter 11 of the NI Contract nor new and unrelated issues will delay such issuance.

3.7 Information Management System (IMS) Turnover

The Purchaser and Supplier agree to expedite the process of turning over the IMS system from the Supplier’s to the Purchaser’s control and management, in accordance with turnover plan CPP-G1-GHH-043 Rev.0 dated March 31, 2016.

The IMS Turnover process shall be completed as early as possible, but no later than March 31, 2018. Any Supplier support (including licenses, hardware and connectivity) requested by the Purchaser that is not included in CPP-G1-GHH-043 Rev.0 or is requested to be performed after IMS Turnover is complete or March 31, 2018 will be considered out of scope and can only be completed under an executed Variation Order.

Following IMS Turnover (March 31, 2018), the MPLS and Internet, including the data center (CDC) and all other MPLS nodes, will be shut down and software licenses and maintenance
agreements terminated. At that time, Westinghouse will give the current networked IMS system hardware to Purchaser (SNPEC).

3.8 Startup Support, Testing and Commissioning

The scope for the remaining Startup Support settled under Fixed Price of this Variation Order is based on the following fixed calendar dates of the Planned End of Performance Test (EOPT)

Dates for 4 units respectively:

Sanmen 1:  
Haiyang 1:  
Sanmen 2:  
Haiyang 2:  

The Parties acknowledge that the ready to commence initial fuel loading date for Sanmen 1 is and for Haiyang 1 is .

The Parties agree that if the actual EOPT dates for Sanmen 1 and Haiyang 1 occur by the Planned EOPT Dates, then no additional compensation is paid to the Supplier for the delay to the initial fuel load caused by non-Supplier reasons.

The Parties agree that if the actual EOPT date for any unit is later than the Planned EOPT Date, the Supplier will be compensated as follows:

1) If the actual . For the remaining the Supplier shall be . The Parties will reasonably discuss about the .

2) If the actual

3) For the . The Parties will reasonably discuss about the reasons for:
Variation Order No. 136

4) If the actual
   For the remaining days of
   The Parties will reasonably discuss about the reasons for.

5) If the actual
   
   

6) For the
   The Parties will reasonably discuss about the
   reasons for.

7) The applicable for the above mentioned shall be
   This
   This

3.9 Changes to Section 11.6 under NI Contract.

The Parties agree to make the following revised text of section 11.6 under Chapter 11 of NI Contract:

In case due to the Purchaser's responsibility, the Performance Test cannot be started within 3 months after the Planned EOPT Dates defined in this Variation Order 136, the Purchaser will effect the payment for PAC. of the Contract Price for the Unit in question specified in Appendix 1.1, Sections 11.1.1.1 and 11.1.1.2 for Item 9 to the Supplier in the following percentages and manner, however.

Proprietary & Confidential
the amount of the Performance Security corresponding to the Unit in question shall be maintained at ___ until end of the Guarantee Period set forth in clause 12.4.1(i):

___ of the Contract Price for the Unit in question specified in Appendix 11, Sections 11.1.1.1 and 11.1.1.2 for Item 9 after 3 months after the Planned EOPT Dates defined in this Variation Order 136;

___ of the Contract Price for the Unit in question specified in Appendix 11, Sections 11.1.1.1 and 11.1.1.2 for Item 9 for each month of further delay after the abovementioned 3-month period;

Any delay incurred not due to the Purchaser's responsibility shall not be included in the abovementioned periods, however for Sanmen 1 and Haiyang 1 the initial fuel load delays are the Purchaser's responsibility and shall be included in the above-mentioned periods for Sanmen 1 and Haiyang 1 respectively.
Variation Order No. 136

This Variation Order shall become effective on the Effective Date.

**Purchaser**

State Nuclear Power Technology Corporation Ltd

Sanmen Nuclear Power Company Ltd

Shandong Nuclear Power Company Ltd

**Consortium**

Westinghouse Electric Company LLC

Westinghouse Industry Products International Company LLC

Stone & Webster Asia Inc.

Stone & Webster International Inc

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Proprietary & Confidential
Variation Order 137

New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services for Sanmen

Contract No. 07HT10500000293

Date of Signature:

This Variation Order shall be deemed to form and be read and construed as part of the NI Contract, and shall be interpreted in the order defined in the Contract form in case of discrepancy or ambiguity among the documents. With respect to this Variation Order and its attachments, the price, terms of payment, delivery, guarantee, and tax terms of the Variation Order take precedence over information in the attachments.

Article 1. Scope of Supply

1.1 All Equipment and labor furnished by the Supplier to the Purchaser in accordance to this Variation Order is for the AP1000 Self-Reliance Program Supporting Projects Sanmen Nuclear Power Plant Project Phase I Unit 1 and Unit 2.

1.2 The Scope of Supply of this Variation Order includes:

* One set of representative Maintenance and Training Systems (M&TS) with detailed scope of supply specified in Appendix 1.
* During the M&TS Build Phase as defined in Appendix 1, Westinghouse will perform [redacted] hours of I&C support as specified in Appendix 1.
* Updated APP AP1000 Operating Procedures with detailed scope of supply as specified in Appendix 2.
* [redacted] of engineering support with detailed scope of supply specified in Appendix 3.

Article 2. Total Price

The total Price for one set of Maintenance and Training Systems (M&TS), Operating Procedures and [redacted] Support set out in this Variation Order is [redacted] (Say Sixteen Million U.S. Dollars and Zero Cent), which includes [redacted].

Article 3. Terms of Payment

3.1 100% Payments shall be made by the Purchaser to the Supplier within ten (10) calendar days after the Effective Date of the Variation Order to the following bank account or as specified on the invoice:

[Signature]

Proprietary and Confidential
Variation Order No. 137

Bank Name: BMO Harris Bank N.A.

Address: 111 West Monroe Street, Chicago, IL, 60603 United States (hereinafter “U.S.”)

Account: [Redacted]

Swift No.: [Redacted]

3.2 The Price for Equipment shall be deemed paid under both this Variation Order and the Purchase and Sale Contract for AP1000 Instrumentation & Control System Configuration Management and Design Change Verification Platform Equipment once the Owner has made 100% payment of the Price for Equipment.

Article 4. Warranty

4.1 Warranty of M&TS

The warranty period for M&TS shall start from the Title Transfer as specified in Appendix 1 Section 2.0 (the “Warranty Period”). If during the Warranty Period, Westinghouse replaces or repairs any part of the Equipment, because of a defect or damage, the warranty period for such replaced or repaired parts shall be the remainder of the original Warranty Period.

The warranty shall not be applicable to the extent that the damage or defect is caused by the reasons for which the Owner’s personnel is liable.

Immediately after [Redacted], the M&TS Equipment is delivered “As Is”. The Purchaser accepts and purchases the Equipment in its current condition.

There is no Performance Bond provided for M&TS under this Variation Order.

4.2 Warranty of Operating Procedures

The Operating Procedures are delivered “As Is”. The Purchaser accepts and purchases the Operating Procedures in its condition as delivered.

4.3 Warranty of Engineering Support

Chapter 12 of the Ni Contract shall apply to the warranty of Engineering Support.

Article 5 Taxes

The Price of this Variation Order does not include custom duties and Value-added Tax.

The Purchaser will pay the Value-added Tax and Surtaxes related to the above Payment in compliance with Caishui [2016] No. 36, the Notice of the Ministry of Finance and the State Administration of Taxation on Fully Implementation of the Pilot Program of Levying Value-added Tax in Lieu of Business Tax issued on March 23rd, 2016.

Proprietary and Confidential
The Purchaser or their Commercial Agent shall coordinate with the Customs authorities of PRC and be responsible for customs clearance for the equipment and documentation supplied by Westinghouse. When processing customs clearance with the PRC authorities, any and all import duties, taxes and other costs and expenses levied on the imported equipment and documentations shall be borne by the Purchaser.

If there are any law changes which are not covered under this Variation Order, NI Contract Chapter 17.3 will apply. Otherwise, Chapter 21 of the NI Contract will apply.

Article 6. Remedies for Failure to Deliver M&TS

Purchaser may terminate this Variation Order upon notice to the Supplier if the Supplier is in material breach of this Variation Order and fails to cure the breach within thirty (30) days following notice of such breach or, if such breach is not capable of being cured within such thirty (30) day period, such longer period as is reasonably necessary, and the Supplier shall be liable to Purchaser for the positive difference between the value of the Scope of Supply performed or delivered and the amount of the Price paid as of the termination date.

Article 7. Effectiveness and Miscellaneous

The Parties have identified and discussed the NI Contract disputes submitted prior to August 1, 2017 and wish to compromise, settle, and satisfy the claims, demands, and disputes that relate to the NI Contract.

This Agreement shall document a package solution that shall consist of the following six (6) documents. Performance of all of the agreements listed below is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date of signature of this Variation Order, and will become effective simultaneously on the Effective Date.

1. AP1000 Self-reliance projects NI Contract LD payment agreement
2. AP1000 Self-reliance projects NI contract Variation Order 136 for Change Proposals
3. VO137 for Sanmen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sanmen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

Except as expressly modified herein, all other general Terms and Conditions of the NI Contract shall be incorporated into this Variation Order with full force and effect as if expressly set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
PURCHASER

State Nuclear Power Technology Corporation Ltd.

Sanmen Nuclear Power Company Ltd.

Shandong Nuclear Power Company Ltd.

CONSORTIUM

Westinghouse Electric Company LLC

Westinghouse Industry Products International Company LLC

Stone & Webster Asia Inc.

Stone & Webster International Inc.

Proprietary and Confidential
Appendix I. Maintenance & Test System Scope of Supply

1.0 Introduction

The M&TS becomes an important tool for the nuclear plant operator in maintaining their plant's I&C systems. An M&TS is used by plant engineers and technicians to verify that needed system changes are correct before inserting into the plants operational I&C system. The plant owner will realize value from the M&TS by mitigating risk to the continuous operations of the nuclear plant through the following activities:

* This capability often can

The M&TS in this Variation Order will provide representations of the delivered Instrumentation and Control Systems per the NI Contract. One set of M&TS includes:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

2.0 Delivery

Title of M&TS will be transferred to the Owner at after completion of the following events:

* This model are described below:
<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Build</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Possession</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Variation Order No. 137

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

Upon the delivery of the M&TS Scope of Supply under this Variation Order, the delivery of same scope of supply under the Purchase and Sale Contract For AP1000 Instrumentation & Control System Configuration Management and Design Change Verification Platform Equipment shall be deemed as completed. Signing of the Purchase and Sale Contract For AP1000 Instrumentation & Control System Configuration Management and Design Change Verification Platform Equipment shall not change any obligations and/or duties of the Westinghouse under this Variation Order. Software provided under the Purchase and Sale Contract For AP1000 Instrumentation & Control System Configuration Management and Design Change Verification Platform Equipment is in accordance with Appendix 1 Annex A Software License of this Contract.

While in good faith, Westinghouse will provide available documentation to support the Purchaser in obtaining CCC exception for any item supplied under this Variation Order that is subject to CCC. If a CCC or RoHS exception cannot be obtained, price and delivery for the effected items will be renegotiated.

3.0 M&TS Support Hours

The manufacture of the M&TS will be completed after the Effective Date. During interval Westinghouse will provide support to the Owner.

The for the Owner shall be used for activities that would have required the use of the M&TS hardware to design, develop, test and deliver.

The Owner will issue formal letters to request and authorize Westinghouse to perform the work under this Variation Order.

The of support for the Owner must be used during the Build Phase. Any hours not performed during the Build phase will be forfeited.

After the are used for the Owner, or when the M&TS is in the Operating Phase, the effort required for Supplier to provide training, testing, configuration control and troubleshooting are not included in the scope of this Variation Order, but shall be used in accordance with the terms and conditions of the future contract for instrumentation and control services.

4.0 Scope of Supply
4.1 Acronyms

Acronyms used in the document are included below to ensure unambiguous understanding of their use within this document.
All other product and corporate names used in this document may be trademarks or registered trademarks of other companies, and are used only for explanation and to the owners’ benefit, without intent to infringe.

The Purchaser or their Commercial Agent shall coordinate with the Customs authorities of PRC and be responsible for customs clearance for the equipment and documentation supplied by Westinghouse. When processing customs clearance with the PRC authorities, any and all import duties, taxes and other cost and expenses levied on the imported equipment and documentations shall be borne by the Purchaser.

4.2 M&TS Scope of Supply

The M&TS contains one

See the figure of M&TS below.
Capabilities of the comprehensive M&TS system are:

- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]

The M&TS benefits include:

- [ ]
- [ ]
- [ ]
### M&TS Scope Assumptions

The assumptions for the M&TS are in the following table:

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<thead>
<tr>
<th>Item</th>
<th>Assumption</th>
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<tbody>
<tr>
<td>1</td>
<td>There are no manufacturing, contract or startup spares provided as part of the M&amp;TS system.</td>
</tr>
<tr>
<td>2</td>
<td>Field cabling is not provided (i.e., power drops, network communications, cabinet grounding).</td>
</tr>
</tbody>
</table>

### M&TS Hardware Deliverables

The hardware deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
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<tr>
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</tbody>
</table>
## M&TS Software Deliverables

The software deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
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<td>13</td>
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</tbody>
</table>

Westinghouse reserves the right to use alternate hardware and software as a result of obsolescence.

Software will be provided in accordance with Appendix I Annex A Software License.

## M&TS Documentation Deliverables

The documentation deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
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</tbody>
</table>
Variation Order No. 137

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
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<tbody>
<tr>
<td>1</td>
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<td></td>
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</tbody>
</table>

M&TS Site Requirements

The physical requirements for the M&TS are outlined in the following table:

4.3 M&TS

The

The

The
### M&T&S Scope Assumptions

<table>
<thead>
<tr>
<th>Item</th>
<th>Assumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>There are no manufacturing, contract or startup spares provided as part of the M&amp;T&amp;S system.</td>
</tr>
<tr>
<td>2</td>
<td>Field cabling is not included (e.g., power drops &amp; cabinet grounding).</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

### M&T&S Hardware Deliverables

The hardware deliverables for the M&T&S are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
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<td>20</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### M&T&S Software Deliverables

The software deliverables for the M&T&S are in the following table:

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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Software will be provided in accordance with Appendix I Annex A Software License.

**M&TS Documentation Deliverables**

The documentation deliverables for the M&TS are in the following table:

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**M&TS Site Requirements**

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<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
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<tbody>
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<td>2</td>
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</tbody>
</table>

5.0 Quality Assurance

Westinghouse provides services in accordance with This system meets the requirements of the related to including the requirements set forth in and also the standards set forth in .

Access to what is specified in this Variation Order are not included in the delivery schedule and/or price of this Variation Order.
As part of the M&TS Project, Westinghouse will...

A...

Prior to...

During the manufacture of...

6.0 Project Management

Westinghouse will manage the project according to its Project Quality Plan (PQP). A bi-monthly project progress report will be provided to Purchaser. Project issues can also be exchanged via email between Westinghouse and the Purchaser. The Parties can also hold conference call to review project issues upon mutual agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Appendix 2. Operating Procedures Scope of Supply

As part of this Agreement, the shall provide as listed in the table below. These procedures will incorporate. These procedures will be. Any further work in relation to these procedures will be.

The procedures listed below will be provided to the. These will be provided under the confidentiality agreement signed by the.

<table>
<thead>
<tr>
<th>Item</th>
<th>Title of Package</th>
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<tbody>
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</table>

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Appendix 3. [REDACTED] of Engineering Support

As part of the [REDACTED] of this Variation Order, the Supplier will perform [REDACTED] hours of engineering support for Sannen. These engineering support hours shall be [REDACTED], but [REDACTED] for Sannen.

These Engineering Hours can be used for [REDACTED] the use of these hours:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Appendix 1. Maintenance & Test System Scope of Supply

Annex A. Software License

PREAMBLE

This Software License is made and entered into through friendly negotiation by and between Sanmen Nuclear Power Company Ltd. (hereinafter referred to as “Permitted User” or “End User”) which is being organized and existing under the laws of the People’s Republic of China (“PRC”) and Westinghouse Electric Company LLC organized and existing under the laws of USA (hereinafter referred to as “Westinghouse” or “Supplier”). “Permitted User” or “End User” and Westinghouse shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the M&TS project necessarily involves the use of third parties’ software which requires the related grant of license from such third parties.

WHEREAS, in consideration of the above, the Parties sign this Software License based on mutual agreement.

NOW THEREFORE, after friendly negotiation on the basis of good faith and mutual benefit, the Parties hereto agree as follows:

1. Definitions. For purposes of this software license (“Software License”), the terms listed below shall have the meanings indicated beside them.

(a) “Permitted User” shall mean Sanmen Nuclear Power Company Ltd. (“End User”) and its employees and contractors engaged by End User who have executed a written confidentiality agreement (substantially as set forth in this Software License).

(b) “Supplier” shall be Westinghouse Electric Company LLC.

(c) “Facility” or “Unit” shall refer to the Contract Power Plant or a Unit of the Contract Power Plant as defined in the NI Contract.
(d) "Software" shall mean the computer programs, procedures, rules or routines embodied in computer programs, databases and related computer files provided to Permitted User by Supplier or its suppliers in performance of the scope of work, as furnished and as installed. Software includes:

(i) "Base Software", which consists of Supplier's programs and tools for which Supplier has legal intellectual property rights that provide basic Facility system functions.

(ii) "Application Software", which consists of a Unit-specific implementation of the Unit requirements using any objects and tools which may be provided with the Base Software.

(iii) "Third-Party Software", which consists of that portion of the Software which is developed and owned by a third party and for which Supplier derives its right to furnish by virtue of an agreement between Supplier and a third party.

(c) "Configuration Data" shall mean the Facility-specific data that is used in conjunction with the Software.

(f) "Software Documentation" shall mean any: (i) materials created by or on behalf of Supplier or its licensors, or by third parties, that describe or relate to the functional, operational, or performance capabilities of the Software regardless of whether such materials are in written, printed, electronic or other format; and (ii) user, operator, system administration, technical, support and other manuals, including functional specifications, help files, flow charts, logic diagrams, programming comments, and acceptance plans, if any, and (iii) updates, changes and corrections to any of the foregoing that may be made by Supplier or its licensors.
(g) "Supplier Confidential Information" shall mean anything provided hereunder by Supplier or its licensors which is proprietary to Supplier or its licensors or which Supplier has an obligation to maintain as proprietary and which is marked "Proprietary" by Supplier or by a Supplier licensor at the time of disclosure, or for verbal information reduced to writing and marked or designated in writing as being Proprietary within ten (10) business days of verbal disclosure.

(h) 

2. Licenses.

(a) Software License: Supplier hereby grants to Permitted User for an

Without limiting the foregoing, the license granted herein shall include the specific rights to:

(i) 

(ii) 

Proprietary and Confidential
(b) **Software License Restrictions.** Except as may be otherwise provided herein:

(i) The Permitted User shall not alone or with the assistance of others, reverse compile or in any other manner attempt to decipher in whole or in part the logic or coherence of any Base or Third-Party Software provided hereunder in object-code or machine-readable form. The Permitted User shall have the right to reverse compile, reverse engineer, or otherwise attempt to decipher the Software and Configuration Data which is provided in source code form.

(ii) The Permitted User shall not use the Software for purposes of (A)
Appendix I. Annex A. Software License

(c) Software Documentation Use and Restrictions. With respect to the Software Documentation other than that associated with Third-party Software, Supplier hereby grants to the Permitted User for an

regarding the

shall be as

(d) Third-Party Software Provisions. Except as otherwise explicitly stated in this Software License,

(c) Notwithstanding the foregoing, the

3. NOT USED

4. Representations and Warranties.

Supplier represents and warrants the following:

(a) Licensing Rights.
(b) The Parties shall be responsible for infringement claims resulting from their respective use of Third Party Software in accordance with each Party's
agreements with the applicable Third Party Software supplier. However,

(c) Software Performance.
(d) Media. The media on which the Software and Software Documentation are recorded shall be free from defects in material and workmanship for the Software Warranty Period set forth in (b) above. Supplier will, at its own cost, replace any defective media.

5. Proprietary Rights.

(a) Except for the licenses granted herein, all rights, title and interests in and to the Base Software, Third-Party Software, Application Software and Software Documentation (subject to Section 5(c) below), including without limitation, all applicable copyrights, shall remain exclusively with Supplier or its licensors.

(b) 

(c) 

6. License Assignment.

Permitted User may assign its license rights under this Software License to any third party that purchases or becomes responsible for operation of the Site;
provided, however, that is

7. **Termination.**

In the event of the termination of the Variation Order per NI Contract Chapter 17, this Software License agreement shall be terminated. The Parties agree to treat the Software and the related materials together with all copies and modifications in any form in accordance with the applicable provisions of Chapter 17 and the settlement of the termination.

*(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)*
Variation Order 138

New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services for Haiyang

Contract No. 07HT10500000293

Date of Signature:

This Variation Order shall be deemed to form and be read and construed as part of the NI Contract, and shall be interpreted in the order defined in the Contract form in case of discrepancy or ambiguity among the documents. With respect to this Variation Order and its attachments, the price, terms of payment, delivery, guarantee, and tax terms of the Variation Order take precedence over information in the attachments.

Article 1. Scope of Supply

1.1 All Equipment and labor furnished by the Supplier to the Purchaser in accordance to this Variation Order is for the AP1000 Self-Reliance Program Supporting Projects Haiyang Nuclear Power Plant Project Phase 1 Unit 1 and Unit 2.

1.2 The Scope of Supply of this Variation Order includes:

- One set of representative Maintenance and Training Systems (M&TS) with detailed scope of supply specified in Appendix 1.

- During the M&TS Build Phase as defined in Appendix 1, Westinghouse will perform [redacted] of I&C support as specified in Appendix 1.

- Updated APP AP1000 Operating Procedures with detailed scope of supply as specified in Appendix 2.

- [redacted] of engineering support with detailed scope of supply specified in Appendix 3.

Article 2. Total Price

The total Price for one set of Maintenance and Training Systems (M&TS), Operating Procedures and [redacted] set out in this Variation Order is $16,000,000 (Say Sixteen Million U.S. Dollars and Zero Cent), which includes [redacted].

[Signatures]

Proprietary and Confidential
Article 3. Terms of Payment

100% Payments shall be made by the Purchaser to the Supplier within ten (10) calendar days after the Effective Date of the Variation Order to the following bank account or as specified on the invoice:

Bank Name: BMO Harris Bank N.A.

Address: 111 West Monroe Street, Chicago, IL, 60603 United States (hereinafter “U.S.”)

Account: [redacted]

Swift No.: [redacted]

Article 4. Warranty

4.1 Warranty of M&TS

The warranty period for M&TS shall start from the Title Transfer as specified in Appendix 1 Section 2.0 [redacted] (the “Warranty Period”). If during the Warranty Period, Westinghouse replaces or repairs any part of the Equipment, because of a defect or damage, the warranty period for such replaced or repaired parts shall be the remainder of the original Warranty Period.

The warranty shall not be applicable to the extent that the damage or defect is caused by the reasons for which the Owner’s personnel is liable.

Immediately after [redacted] the M&TS Equipment is delivered “As Is”. The Purchaser accepts and purchases the Equipment in its current condition.

There is no Performance Bond provided for M&TS under this Variation Order.

4.2 Warranty of Operating Procedures

The Operating Procedures are delivered “As Is”. The Purchaser accepts and purchases the Operating Procedures in its condition as delivered.

4.3 Warranty of Engineering Support

Chapter 12 of the NI Contract shall apply to the warranty of Engineering Support.

Article 5 Taxes

The Price of this Variation Order does not include custom duties and Value-added Tax.

The Purchaser will pay the Value-added Tax and Surtaxes related to the above Payment in compliance with Caishui [2016] No. 36, the Notice of the Ministry of Finance and the State Administration of Taxation on Fully Implementation of the Pilot Program of Levying Value-added Tax in Lieu of Business Tax issued on March 23rd, 2016.
The Purchaser shall authorize SNPEC to coordinate with the Customs authorities of PRC and be responsible for customs clearance for the equipment and documentation supplied by Westinghouse. When processing customs clearance with the PRC authorities, any and all import duties, taxes and other cost and expenses levied on the imported equipment and documentation shall be borne by the Purchaser.

If there are any law changes which are not covered under this Variation Order, NI Contract Chapter 7.3 will apply. Otherwise, Chapter 21 of the NI Contract will apply.

**Article 6. Remedies for Failure to Deliver M&TS**

Purchaser may terminate this Variation Order upon notice to the Supplier if the Supplier is in material breach of this Variation Order and fails to cure the breach within thirty (30) days following notice of such breach or, if such breach is not capable of being cured within such thirty (30) day period, such longer period as is reasonably necessary, and the Supplier shall be liable to Purchaser for the positive difference between the value of the Scope of Supply performed or delivered and the amount of the Price paid as of the termination date.

**Article 7. Effectiveness and Miscellaneous**

The Parties have identified and discussed the NI Contract disputes submitted prior to August 1, 2017 and wish to compromise, settle, and satisfy the claims, demands, and disputes that relate to the NI Contract.

This Agreement shall document a package solution that shall consist of the following six (6) documents. Performance of all of the agreements listed below is required to enforce any terms of the listed agreements, collectively or singularly. The Parties agree that these listed agreements are inter-related, executed as of the date of signature of this Variation Order, and will become effective simultaneously on the Effective Date.

1. AP1000 Self-reliance projects NI Contract LD payment agreement
2. AP1000 Self-reliance projects NI contract Variation Order 136 for Change Proposals
3. VO137 for Sammen of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
4. VO138 for Haiyang of New Procurement of Maintenance and Training Systems (M&TS), Operating Procedures and NI Engineering Services
5. Sammen Framework Contract for Future Instrumentation and Control (I&C) Services
6. Haiyang Framework Contract for Future Instrumentation and Control (I&C) Services

Except as expressly modified herein, all other general Terms and Conditions of the NI Contract shall be incorporated into this Variation Order with full force and effect as if expressly set forth herein.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**
PURCHASER

State Nuclear Power Technology Corporation Ltd.

[Signature]

Sanmen Nuclear Power Company Ltd.

[Signature]

Shandong Nuclear Power Company Ltd.

[Signature]

CONSORTIUM

Westinghouse Electric Company LLC

[Signature]

Westinghouse Industry Products International Company LLC

[Signature]

Stone & Webster Asia Inc.

[Signature]

Stone & Webster International Inc.

[Signature]
Appendix I. Maintenance & Test System Scope of Supply

1.0 Introduction

The M&TS becomes an important tool for the nuclear plant operator in maintaining their plant’s I&C systems. An M&TS is used by plant engineers and technicians to verify that needed system changes are correct before inserting into the plant’s operational I&C system. The plant owner will realize value from the M&TS by mitigating risk to the continuous operations of the nuclear plant through the following activities:

- [Redacted] and [Redacted] can gain experience on [Redacted].
- [Redacted]
- The plant has a definitive record of the [Redacted] Proposed changes then can be analyzed against the [Redacted].
- [Redacted] This capability often can reduce the [Redacted].

The M&TS in this Variation Order will provide representations of the delivered Instrumentation and Control Systems per the NI Contract. One set of M&TS includes:

<p>| | |</p>
<table>
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<tbody>
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</tbody>
</table>

2.0 Delivery

Title of M&TS will be transferred to the Owner at [Redacted] after completion of the following events:

- [Redacted]
- [Redacted]

Westinghouse will deliver the M&TS via [Redacted]. The three phases of this model are described below:
<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Estimated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Build</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Operate</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Possession</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Transfer</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>
Variation Order No. 138

<table>
<thead>
<tr>
<th>Phase</th>
<th>Activities</th>
<th>Estimated Schedule</th>
</tr>
</thead>
</table>

While in good faith, Westinghouse will provide available documentation to support the Purchaser in obtaining CCC exception for any item supplied under this Variation Order that is subject to CCC. If a CCC or RoHS exception cannot be obtained, price and delivery for the effected items will be renegotiated.

3.0 M&TS Support Hours

The manufacture of the M&TS will be completed after the Effective Date. During this interval Westinghouse will provide the Owner of support to the Owner.

The for the Owner shall be used for activities that would have required the use of the M&TS hardware to design, develop, test and deliver.

The Owner will issue formal letters to request and authorize Westinghouse to perform the work under this Variation Order.

The of support for the Owner must be used during the Build Phase. Any hours not performed during the Build phase will be forfeited.

After the are used for the Owner, or when the M&TS is in the Operating Phase, the effort required for Supplier to provide training, testing, configuration control and troubleshooting are not included in the scope of this Variation Order, but shall be used in accordance with the terms and conditions of the future contract for instrumentation and control services.

4.0 Scope of Supply
4.1 Acronyms

Acronyms used in the document are included below to ensure unambiguous understanding of their use within this document:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABB</td>
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<tr>
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<td>EMC</td>
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<tr>
<td>KVM</td>
<td></td>
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<tr>
<td>HSL</td>
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</tbody>
</table>
All other product and corporate names used in this document may be trademarks or registered trademarks of other companies, and are used only for explanation and to the owners’ benefit, without intent to infringe.

The Purchaser or their Commercial Agent shall coordinate with the Customs authorities of PRC and be responsible for customs clearance for the equipment and documentation supplied by Westinghouse. When processing customs clearance with the PRC authorities, any and all import duties, taxes and other cost and expenses levied on the imported equipment and documentations shall be borne by the Purchaser.

4.2  M&TS Scope of Supply

The M&TS contains

See the figure of M&TS below.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Capabilities of the comprehensive M&TS system are:

- ...
- ...
- ...
- ...
- ...
- ...
- ...
- ...

The M&TS benefits include:

- ...
- ...
- ...
### M&TS Scope Assumptions

The assumptions for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Assumption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>There are no manufacturing, contract or startup spares provided as part of the M&amp;TS system.</td>
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<td>2</td>
<td>Field cabling is not provided (i.e., power drops, network communications, cabinet grounding).</td>
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### M&TS Hardware Deliverables

The hardware deliverables for the M&TS are in the following table:

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</table>

**M&TS Software Deliverables**

The software deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
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</tbody>
</table>

Westinghouse reserves the right to use alternate hardware and software as a result of obsolescence.

Software will be provided in accordance with Appendix 1 Annex A Software License.

**M&TS Documentation Deliverables**

The documentation deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
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</tbody>
</table>
## M&TS Site Requirements

The physical requirements for the M&TS are outlined in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
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<tbody>
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</table>

### 4.3 M&TS
### M&TS Scope Assumptions

<table>
<thead>
<tr>
<th>Item</th>
<th>Assumption</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>There are no manufacturing, contract or startup spares provided as part of the M&amp;TS system.</td>
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<tr>
<td>2</td>
<td>Field cabling is not included (e.g., power drops &amp; cabinet grounding).</td>
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</tbody>
</table>

### M&TS Hardware Deliverables

The hardware deliverables for the M&TS are in the following table:

<table>
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<tr>
<th>Item</th>
<th>Description</th>
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</tbody>
</table>

### M&TS Software Deliverables

The software deliverables for the M&TS are in the following table:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>1</td>
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</tbody>
</table>
Westinghouse reserves the right to use alternate hardware and software as a result of obsolescence.

Software will be provided in accordance with Appendix 1 Annex A Software License.

### M&TS Documentation Deliverables

The documentation deliverables for the M&TS are in the following table:

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<th>Item</th>
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</table>

### M&TS Site Requirements

The site requirements for the M&TS are outlined in the following table:

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<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
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5.0 Quality Assurance

Westinghouse provides services in accordance with This system meets the requirements of the requirements set forth in and also the standards set forth in including the beyond what is specified in this Variation Order are not included in the delivery schedule and/or price of this Variation Order.
As part of the M&TS Project, will host the . This will be organized in the . A will be organized in [REDacted]. Prior to , from the to the , during the , the will be invited to . If the , the will be invited to [REDacted]. During the , the will be invited to [REDacted]. If the , the will be invited to [REDacted].

6.0 Project Management

Westinghouse will manage the project according to its Project Quality Plan (PQP). A bi-monthly project progress report will be provided to Purchaser. Project issues can also be exchanged via email between Westinghouse and the Purchaser. The Parties can also hold conference call to review project issues upon mutual agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Appendix 2. Operating Procedures Scope of Supply

As part of this Agreement, the Supplier shall provide as listed in the table below. These procedures will incorporate . These procedures will be . Any further work in relation to these procedures is not included in this Variation Order, . These procedures will be provided .

The procedures listed below will be provided to the Owner . These will be provided .

<table>
<thead>
<tr>
<th>Item</th>
<th>Title of Package</th>
<th>Estimated Quantity Of Procedures</th>
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[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Appendix 3: [Redacted] of Engineering Support

As part of the [Redacted] of this Variation Order, the Supplier will perform [Redacted] hours of engineering support for Haiyang. These engineering support hours shall be performed [Redacted].

These Engineering Hours can be used [Redacted].

Process for [Redacted] of these hours: The [Redacted] shall issue a [Redacted].

Westinghouse will [Redacted]. When the [Redacted], Westinghouse will be [Redacted].

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Appendix 1. Maintenance & Test System Scope of Supply

Annex A. Software License

PREAMBLE

This Software License is made and entered into through friendly negotiation by and between Sanmen Nuclear Power Company Ltd. (hereinafter referred to as “Permitted User” or “End User”) which is being organized and existing under the laws of the People’s Republic of China (“PRC”) and Westinghouse Electric Company LLC organized and existing under the laws of USA (hereinafter referred to as “Westinghouse” or “Supplier”). “Permitted User” or “End User” and Westinghouse shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the M&TS project necessarily involves the use of third parties’ software which requires the related grant of license from such third parties.

WHEREAS, in consideration of the above, the Parties sign this Software License based on mutual agreement.

NOW THEREFORE, after friendly negotiation on the basis of good faith and mutual benefit, the Parties hereto agree as follows:

1. Definitions. For purposes of this software license ("Software License"), the terms listed below shall have the meanings indicated beside them.

   (a) “Permitted User” shall mean Sanmen Nuclear Power Company Ltd. (“End User”) and its employees and contractors engaged by End User who have executed a written confidentiality agreement (substantially as set forth in this Software License).

   (b) “Supplier” shall be Westinghouse Electric Company LLC.

   (c) “Facility” or “Unit” shall refer to the Contract Power Plant or a Unit of the Contract Power Plant as defined in the NI Contract.

Proprietary and Confidential

20
(d) "Software" shall mean the computer programs, procedures, rules or routines
edembodied in computer programs, databases and related computer files provided
to Permitted User by Supplier or its suppliers in performance of the scope of
work, as furnished and as installed. Software includes:

(i) "Base Software", which consists of Supplier's programs and tools for
which Supplier has legal intellectual property rights that provide basic
Facility system functions.

(ii) "Application Software", which consists of a Unit-specific
implementation of the Unit requirements using any objects and tools
which may be provided with the Base Software.

(iii) "Third-Party Software", which consists of that portion of the Software
which is developed and owned by a third party and for which Supplier
derives its right to furnish by virtue of an agreement between Supplier
and a third party.

(e) "Configuration Data" shall mean the Facility-specific data that is used in
conjunction with the Software.

(f) "Software Documentation" shall mean any: (i) materials created by or on
behalf of Supplier or its licensors, or by third parties, that describe or relate to
the functional, operational, or performance capabilities of the Software
regardless of whether such materials are in written, printed, electronic or other
format; and (ii) user, operator, system administration, technical, support and
other manuals, including functional specifications, help files, flow charts, logic
diagrams, programming comments, and acceptance plans, if any, and (iii)
updates, changes and corrections to any of the foregoing that may be made by
Supplier or its licensors.
(g) "Supplier Confidential Information" shall mean anything provided hereunder by Supplier or its licensors which is proprietary to Supplier or its licensors or which Supplier has an obligation to maintain as proprietary and which is marked "Proprietary" by Supplier or by a Supplier licensor at the time of disclosure, or for verbal information reduced to writing and marked or designated in writing as being Proprietary within ten (10) business days of verbal disclosure.

2. Licenses.

(a) Software License. Supplier hereby grants to Permitted User

Without limiting the foregoing, the license granted herein shall include the specific rights to:

(i) 

(ii) 

Proprietary and Confidential
(iii)

(iv) Permitted User acknowledges that to the extent

(b) Software License Restrictions. Except as may be otherwise provided herein:

(i) The Permitted User shall not alone or with the assistance of others, reverse compile or in any other manner attempt to decipher in whole or in part the logic or coherence of any Base or Third-Party Software provided hereunder in object-code or machine-readable form. The Permitted User shall have the right to reverse compile, reverse engineer, or otherwise attempt to decipher the Software and Configuration Data which is provided in source code form.

(ii) The Permitted User shall not use the Software for purposes of (A)
(e) **Software Documentation Use and Restrictions.** With respect to the Software Documentation other than that associated with Third-party Software, Supplier hereby grants to the Permitted User for an **[blacked out]**

(d) **Third-Party Software Provisions.** Except as otherwise explicitly stated in this Software License, **[blacked out]**

(e) **Notwithstanding the foregoing, the** **[blacked out]**

3. **NOT USED**

4. **Representations and Warranties.**
   
   Supplier represents and warrants the following:

   (a) **Licensing Rights.** Supplier **[blacked out]**
(b) The Parties shall be responsible for infringement claims resulting from their respective use of Third Party Software in accordance with each Party's
agreements with the applicable Third Party Software supplier. However,  

(c) Software Performance.
(d) **Media.** The media on which the Software and Software Documentation are recorded shall be free from defects in material and workmanship for the Software Warranty Period set forth in (b) above. Supplier will, at its own cost, replace any defective media.

5. **Proprietary Rights.**

(a) Except for the licenses granted herein, all rights, title and interests in and to the Base Software, Third-Party Software, Application Software and Software Documentation (subject to Section 5(c) below), including without limitation, all applicable copyrights, shall remain exclusively with Supplier or its licensors.

(b) __________

(c) __________

6. **License Assignment.**

Permitted User may assign its license rights under this Software License to any third party that purchases or becomes responsible for operation of the Site;
provided, however, ____________________

7. **Termination.**

In the event of the termination of the Variation Order per NI Contract Chapter 17, this Software License agreement shall be terminated. The Parties agree to treat the Software and the related materials together with all copies and modifications in any form in accordance with the applicable provisions of Chapter 17 and the settlement of the termination.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
Exhibit G

Form of Toshiba—EMEA Settlement Agreement
Between

TOSHIBA CORPORATION

and

THE WEC EMEA ENTITIES
(listed at Schedule 1 to this Deed)

SETTLEMENT DEED
THIS SETTLEMENT DEED IS MADE ON _____________ 2018

BETWEEN:

(1) TOSHIBA CORPORATION, a company incorporated under the laws of Japan, whose registered office is at 1-1, 1 Chome, Shibaura, Minato-ku, Tokyo 105-8001, Japan ("Toshiba"); and

(2) THE WEC EMEA ENTITIES listed at Schedule 1 to this Deed, (the "WEC EMEA Entities").

each a "Party" and collectively the "Parties".

WHEREAS:

(A) Toshiba is the ultimate indirect parent entity of the WEC EMEA Entities through its ownership of the equity interests in TNEH UK;

(B) Toshiba has provided certain guarantees or other forms of credit support to certain of the WEC EMEA Entities, as set out at Schedule 2 to this Deed (the “Toshiba Guarantees”);

(C) Toshiba has executed a Share Purchase Agreement, dated 17 January 2018, to sell its indirect equity interest in the WEC EMEA Entities through the sale of all its shares in TNEH UK to Brookfield WEC Holdings LLC (the "Buyer");

(D) Toshiba and the WEC EMEA Entities desire to resolve any obligations that the WEC EMEA Entities may have under the Toshiba Guarantees, and certain other matters;

(E) Without admission or concession of any liability or possible defences on the part of any of the Parties, the Parties desire to settle all Claims (as defined herein), including but not limited to any and all Claims related to the Toshiba Guarantees, on a full and final basis between them, on the terms and conditions mutually agreed upon and described herein;

(F) Westinghouse Electric UK Holdings Limited ("WECHOL") currently holds 52% of the share capital of Nuclear Fuel Industries, Ltd. ("NFI"). Toshiba, WECHOL and Westinghouse Electric Company LLC are each party to an agreement for the sale and purchase of 52% of the share capital of NFI pursuant to which WECHOL has agreed to sell all of the shares it holds in NFI (the "NFI SPA") to Toshiba Energy Systems and Solutions Corporation. Toshiba and WECHOL expect that, pursuant to the NFI SPA, WECHOL shall cease to hold any interest in NFI on or before the Effective Date; and

(G) In consideration of the promises and agreements contained herein, the Parties have agreed to be bound by the terms of this Deed.
IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity, other than a subsidiary, and for the purposes of this definition “control” shall have the meaning given in section 1124 of the Corporation Tax Act 2010.

"Bankruptcy Cases" means Case No. 17-10751-MEW filed in the United States Bankruptcy Court for the Southern District of New York, together with all cases jointly administered with such case.

"Buyer" has the meaning given to that term in Paragraph (C) of the Recitals to this Deed.

"Cash Pool Claims" has the meaning set forth in the Plan.

"Claim" means any claim, potential claim, counterclaim, potential counterclaim, claim for contribution, demand, attorneys' fees and costs, losses, expenses, damages, right to equitable remedy, right of set off, indemnity, action, cause of action, proceeding, application, right or interest of any kind whatsoever, including (without limitation) for payment, interests or costs, whether now known or unknown, asserted or unasserted, suspected or unsuspected, whether arising under any Law, rule or regulation, whether such right is reduced to judgment, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, at law or in equity, secured or unsecured, direct or indirect, contingent or actual, present or future, however and whenever arising.

"Debtors" has the meaning set forth in the Plan.

"Effective Date" has the meaning set forth in the Plan.

"Excluded Affiliates" means TNEH UK, TNEH US, and each of their respective direct and indirect subsidiaries as of the Effective Date, including, but not limited to, the WEC EMEA Entities.

"Law" means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued, or promulgated by any state, commonwealth, district, territory, municipality, foreign state, department, agency, or instrumentality of the United Kingdom government or a foreign government.

"NFI" has the meaning given to that term in Paragraph (F) of the Recitals to this Deed.

"NFI SPA" has the meaning given to that term in Paragraph (F) of the Recitals to this Deed.

"Party" has the meaning set forth in the first paragraph of this Deed.

"Person" means any individual, partnership, joint venture, firm, corporation, limited liability company, association, central bank, trust or other enterprise or any governmental or political subdivision or any agency, department or instrumentality thereof.
"Plan" means the Modified First Amended Joint Chapter 11 Plan of Reorganization, including the exhibits thereto and the Plan Supplement, filed by the Debtors in the Bankruptcy Cases [Docket No. 2622], as the same may be amended or modified from time to time in accordance with Section 12.1 therein.

"Plan Funding Agreement" means the Plan Funding Agreement dated 12 January 2018 by and among TNEH UK, TSB Nuclear Energy Services Inc., and Buyer.

"Plan Supplement" has the meaning set forth in the Plan.

"Released Parties" means the Toshiba Released Parties and the WEC EMEA Released Parties.

"Releasing Parties" means the Toshiba Releasing Parties and the WEC EMEA Releasing Parties.

"TNEH UK" means Toshiba Nuclear Energy Holdings (UK) Limited (with company number 05929672 and with its registered office at 3 Furzeground Way, Stockley Park, Uxbridge, Middlesex, UB11 1EZ).

"TNEH US" means Toshiba Nuclear Energy Holdings (US) Inc. (with company number 4213497 and with its registered office at 1209 Orange Street, Wilmington, Delaware 19801).

"Toshiba" has the meaning set forth in the first paragraph of this Deed.

"Toshiba Affiliates" means each of Toshiba’s direct and indirect Affiliates and subsidiaries as of the Effective Date other than the Excluded Affiliates.

"Toshiba Guarantees" has the meaning set forth in Paragraph (B) of the Recitals to this Deed.

"Toshiba Released Parties" means collectively the Toshiba Affiliates, and each of Toshiba’s and the Toshiba Affiliates’ respective present, future and former agents, directors, officers or employees, Affiliates, principals, stakeholders, predecessors, subsidiaries, successors, and assigns, excluding the Excluded Affiliates, but including present and former directors, officers and employees of Excluded Affiliates who were nominated, designated, seconded or otherwise by Toshiba.

"Toshiba Releasing Parties" means collectively the Toshiba Affiliates, and each of Toshiba’s and the Toshiba Affiliates’ respective present, future and former agents, directors, officers or employees, Affiliates, principals, stakeholders, predecessors, subsidiaries, successors, and assigns, excluding the Excluded Affiliates, but including present and former directors, officers and employees of the Excluded Affiliates, who were nominated, designated, seconded or otherwise by Toshiba.

"WEC EMEA Entities" has the meaning set forth in Schedule 1 of this Deed.

"WEC EMEA Released Parties" means collectively the WEC EMEA Entities and each of their respective present, future and former agents, equityholders, directors, officers or
employees, Affiliates, principals, shareholders, stakeholders, predecessors, successors, and assigns, excluding Toshiba and the Toshiba Affiliates.

"WEC EMEA Releasing Parties" means collectively the WEC EMEA Entities and each of their respective present, future and former agents, equityholders, directors, officers or employees, Affiliates, principals, shareholders, stakeholders, predecessors, successors, and assigns, excluding Toshiba and the Toshiba Affiliates.

"WECHOL" has the meaning given to that term in Paragraph (F) of the Recitals to this Deed.

1.2 Interpretations

(a) Save where otherwise stated, the words and expressions used in this Deed shall have the meanings set out in Clause 1.1 (Definitions), and the terms and provisions used herein shall be interpreted in accordance with this Clause 1.2 (Interpretations);

(b) any reference to any Party includes the assigns, successors and transferees of that Party;

(c) any reference to this Deed shall include its Schedules;

(d) any reference to a clause, sub-clause or paragraph shall be a reference to a clause, sub-clause or paragraph of this Deed;

(e) the term "including" means "including without limitation," and the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Deed as a whole and not to any individual section or portion hereof;

(f) a reference to a “subsidiary” means a subsidiary undertaking as defined in section 1162 of the Companies Act 2006;

(g) if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;

(h) references to writing shall include any modes of reproducing words in any legible form and shall include the text of any e-mail except where expressly stated otherwise;

(i) except where the context requires otherwise, reference to the singular shall include the plural and vice versa; and

(j) the headings in this Deed are for convenience only and shall not affect its interpretation.

2. MUTUAL RELEASES

2.1 Toshiba and Toshiba Affiliate Releases

2.1.1 Subject to Clause 2.1.2, with effect from the Effective Date, Toshiba, on behalf of itself and the Toshiba Releasing Parties, hereby fully, finally and irrevocably:

(a) waives, deems satisfied, releases, acquits and discharges each of the WEC EMEA Released Parties from any and all Claims that any of the Toshiba Releasing Parties had, has, or may have, own or hold, or could assert directly
or indirectly against any of the WEC EMEA Released Parties arising out of or in connection with the WEC EMEA Entities, their business operations and any transactions by and among any of Toshiba, the Toshiba Affiliates, and the WEC EMEA Entities, including, but not limited to, any and all right to repayment of Claims on account of the Toshiba Guarantees.¹

2.1.2 The foregoing releases shall have no effect on:

(a) the liability of any WEC EMEA Released Party that would otherwise result from the failure to perform under this Deed or any contract, instrument, release or other agreement or document between any of Toshiba or the Toshiba Releasing Parties, on one hand, and any of the WEC EMEA Released Parties, on the other hand, which remains in effect after the Effective Date; or

(b) the liability of any WEC EMEA Released Party that would otherwise result from any act or omission of such WEC EMEA Released Party to the extent that such act or omission is determined in a final order to have constituted gross negligence or willful misconduct (including fraud).

2.2 WEC EMEA Entity Releases

2.2.1 Subject to Clause 2.2.2, with effect from the Effective Date, each of the WEC EMEA Entities, on behalf of itself and the WEC EMEA Releasing Parties, hereby fully, finally and irrevocably:

(a) waives, deems satisfied, releases, acquits and discharges each of the Toshiba Released Parties from any and all Claims that any of the WEC EMEA Releasing Parties had, has, or may have, own or hold, or could assert directly or indirectly against any of the Toshiba Released Parties arising out of or in connection with the WEC EMEA Entities, their business operations, the Cash Pool Claims[, and any transactions by and among any of Toshiba, the Toshiba Affiliates, and the WEC EMEA Entities.][²]

2.2.2 The foregoing releases shall have no effect on:

(a) the liability of any Toshiba Released Party that would otherwise result from the failure to perform under this Deed[ or any contract, instrument, release or other agreement or document between any of Toshiba or the Toshiba Released Parties, on one hand, and any of the WEC EMEA Releasing Parties, on the other hand, which remains in effect after the Effective Date];³ or

(b) the liability of any Toshiba Released Party that would otherwise result from any act or omission of such Toshiba Released Party to the extent that such act or omission is determined in a final order to have constituted gross negligence or willful misconduct (including fraud).

3. WAIVER OF ANY LIMITATION ON RELEASES

3.1 Each Releasing Party in each of the releases contained in Clause 2.1 and Clause 2.2 of this Deed expressly acknowledges that although ordinarily a general release may not

¹ Skadden NTD: Subject to further review and revision.
² WFG NTD: Subject to confirmation of transactions to be released, which is being confirmed by Westinghouse.
³ WFG NTD: Subject to confirmation of outstanding contracts.
extend to claims which a releasing party does not know or suspect to exist in his
favour, which if known by it may have materially affected its settlement with the
party released, it has carefully considered and taken into account in determining to
enter into the above releases the possible existence of such unknown losses or claims
subject to Clauses 2.1.2 and 2.2.2.

3.2 Subject to Clauses 2.1.2 and 2.2.2, without limiting the generality of the foregoing,
each Releasing Party expressly waives any and all rights conferred upon it by any
law, including the law of a foreign jurisdiction, which provides that a release does not
extend to claims which the claimant does not know or suspect to exist in its favour at
the time of executing the release, which if known by it may have materially affected
its settlement with the Released Parties.

3.3 The releases contained in Clause 2.1 and Clause 2.2 of this Deed are effective
regardless of whether those released matters are presently known, unknown,
suspected or unsuspected, foreseen or unforeseen.

4. COVENANTS

4.1 The Releasing Parties covenant not to sue, commence or continue any proceedings,
whether in law or in equity, by way of hearing or otherwise, or to solicit, assist or aid
others to continue or commence any such actions or proceedings in any jurisdiction
against any of the Released Parties concerning any of the claims released in Clause 2
(Mutual Releases) and Clause 3 (Waiver of Any Limitation on Releases).

4.2 The releases contained in Clause 2, the waiver contained in Clause 3, and the
covenants not to sue contained in Clause 4.1 of this Deed may be pleaded as a full and
complete defence to, and may be used as the basis of an injunction against, any action,
suit or other proceeding which may be instituted in breach of the releases or covenants
not to sue.

5. REPRESENTATIONS AND WARRANTIES

5.1 Each Party represents and warrants to each of the other Parties, on the Effective Date,
that:

(a) it is duly incorporated and validly exists under the laws of the jurisdiction of
incorporation or formation and has the power to own its material assets and
carry on business in all material respects as currently conducted;

(b) it has the power to enter into, perform and deliver, and has taken all necessary
action to authorise its entry into, performance and delivery of this Deed;

(c) the person or persons signing on its behalf has (or have) the right, power and
authority to execute and deliver this Deed and bind that Party and all
authorisations and consents required for the performance by it of this Deed
have been obtained and are in full force and effect;

(d) it has not sold, transferred, assigned, charged, pledged or otherwise disposed
of any interest, right or Claim that it has or may have in or in connection with
the Claims released pursuant to this Deed; and

(e) neither the execution of this Deed nor the performance of its obligations
hereunder will violate or conflict with any law or regulation applicable to it or
with its constitutional documents or any agreement or instrument binding on it
or any of its assets.
6. **NO ADMISSION**
6.1 Nothing in or contemplated by this Deed shall be represented or construed by the Parties as an admission of liability or wrongdoing on the part of any Party to this Deed or any other person or entity.

7. **FURTHER ASSURANCE**
7.1 Each Party will take whatever action is reasonably necessary and within its power, including the execution of such instruments and delivery of such documents as required, to give effect to Clause 2 (Mutual Releases) and to each Party's obligations pursuant to this Deed.

8. **ASSIGNMENT**
8.1 Except as otherwise expressly provided in this Deed, the Parties shall not assign, transfer, charge or otherwise deal with any of its rights or obligations under this Deed. Any purported assignment in contravention of this Clause 8 (Assignment) shall be void.

9. **VARIATION AND WAIVER**
9.1 No variation of this Deed shall be effective unless it is in writing (which for this purpose, does not include email) and signed by or on behalf of each of the Parties.

9.2 No waiver of this Deed or of any provision hereof will be effective unless it is in writing (which for this purpose, does not include email) and signed by the Party against whom such waiver is sought to be enforced.

9.3 Any waiver of any right, claim or default hereunder shall be effective only in the instance given and will not operate as or imply a waiver of any other or similar right, claim or default on any subsequent occasion.

10. **SEVERABILITY**
10.1 If any provision or part of this Deed is found to be invalid, illegal, void or unenforceable by any rule or law of any jurisdiction in which it is to be performed, it shall be deemed to be deleted and the remaining provisions of this Deed shall continue in full force and effect. The Parties will use all reasonable efforts to replace the relevant provision or part with a valid and enforceable substitute provision or part the effect of which is as close as possible to the intended effect of the relevant provision or part.

11. **ENTIRE AGREEMENT**
11.1 This Deed, together with the Schedules hereto, constitutes an entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to its subject matter. Nothing in this Deed alters or otherwise affects the Plan or any releases provided thereunder.

12. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**
12.1 Subject to Clause 12.2, a person who is not a Party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
12.2 The Toshiba Released Parties and the WEC EMEA Released Parties shall be entitled to the benefit of and to enforce the provisions of Clause 2 (Mutual Releases), Clause 3 (Waiver of Any Limitation on Releases), Clause 4 (Covenants), Clause 7 (Further Assurance), Clause 13 (Costs and Expenses) and Clause 14 (Indemnities).

12.3 Notwithstanding any term of this Deed, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Deed.

13. COSTS AND EXPENSES

13.1 Other than as set out in this Deed, each Party will bear its own costs (including but not limited to legal costs and expenses) in relation to the preparation, negotiation and performance of this Deed and the clauses contemplated by it.

14. INDEMNITIES

14.1 On and after the Effective Date, Toshiba, on behalf of the Toshiba Releasing Parties, shall indemnify, and shall keep indemnified, the WEC EMEA Released Parties against all costs and damages (including the entire legal expenses of such WEC EMEA Released Parties) incurred in all future actions, Claims and proceedings in respect of any of the Claims released pursuant to Clause 2 (Mutual Releases) and Clause 3 (Waiver of Any Limitation on Releases) which a Toshiba Releasing Party may bring against a WEC EMEA Released Party on account of Claims released pursuant to this Deed.

14.2 On or after the Effective Date, the applicable WEC EMEA Releasing Party shall indemnify, and shall keep indemnified, the Toshiba Released Parties against all costs and damages (including the entire legal expenses of such Toshiba Released Parties) incurred in all future actions, Claims and proceedings in respect of any of the Claims released pursuant to Clause 2 (Mutual Releases) and Clause 3 (Waiver of Any Limitation on Releases) which such WEC EMEA Releasing Party may bring against a Toshiba Released Party on account of Claims released pursuant to this Deed.

14.3 Notwithstanding Clause 14.1 and Clause 14.2, no Party is liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, including loss of future revenue or income relating to a breach or alleged breach of this Deed, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort, or otherwise.

15. DAMAGES NOT AN ADEQUATE REMEDY

15.1 Without prejudice to any other rights or remedies that any Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Deed. Accordingly, any Party shall be entitled to the remedies of injunction, specific performance or any other equitable relief for any threatened or actual breach of the terms of this Deed.

15.2 Notwithstanding Clause 14.1, neither Party is liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, including loss of future revenue or income relating to a breach or alleged breach of this Deed, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort, or otherwise.
16. **NOTICES**

16.1 All notices, requests, demands and other communications required or permitted by the terms of this Deed to be given or made by either party shall be in writing (including by email) and shall be deemed to have been received as follows:

(a) if sent designated for overnight delivery by an internationally recognised overnight air courier (such as Federal Express), one (1) business day after mailing;

(b) if sent by facsimile transmission before 5:00 p.m. on a business day local time of recipient, when transmitted and receipt is confirmed;

(c) if sent by e-mail, at the time of transmission; and

(d) if delivered by hand, at the time of delivery, provided that such notices, requests, demands and other communications are delivered to the address set out below for Toshiba and as set out in Schedule 1 for each WEC EMEA Entity, or to such other address as any Party shall provide by reasonable notice to the other Party:

   (1) if to Toshiba:

   Toshiba Corporation  
   1-1, Shibaura 1-chome, Minato-ku  
   Tokyo 105-8001, Japan  
   Attention: Ayumi Wada  
   General Manager, Legal Affairs Division  
   Facsimile: +81-3-5444-9214  
   Email: ayumi.wada@toshiba.co.jp

   with copies (which shall not constitute notice) to:

   Skadden, Arps, Slate, Meagher & Flom LLP  
   300 S Grand Ave, Suite 3400  
   Los Angeles, CA 90071, USA  
   Attention: Van C. Durrer, II  
   Facsimile: (213) 687-5200  
   Email: van.durrer@skadden.com

   and to:

   Skadden, Arps, Slate, Meagher & Flom LLP  
   1-6-1 Roppongi, Minato-ku  
   Tokyo 106-6021, Japan  
   Attention: Mitsuhiro Kamiya  
   Facsimile: +81-3-3568-2626  
   Email: mitsuhiro.kamiya@skadden.com

17. **COUNTERPARTS**

17.1 This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts. Each counterpart, when executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment shall be an effective mode of delivery.
18. GOVERNING LAW AND JURISDICTION

18.1 This Deed and any claim, dispute or difference (including non-contractual claims, disputes or differences) arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, English law, without giving effect to the principles of conflict of laws thereof.

18.2 Any dispute, controversy or claim arising out of or in connection with this Deed (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA"), which Rules are deemed to be incorporated by reference into this Clause 18.

18.3 The number of arbitrators will be three (3). The claimant (or claimants together, if more than one) and the respondent (or respondents together, if more than one) shall each nominate an arbitrator respectively. Except where otherwise agreed by the Parties or determined by the LCIA Court, for the purposes of the LCIA Rules the Parties agree that Toshiba on the one hand and the WEC EMEA Entities on the other hand represent two separate sides for the formation of the arbitration tribunal as claimant and respondent respectively (or vice versa). Accordingly, Toshiba shall nominate one arbitrator and the WEC EMEA Entities shall nominate one arbitrator. The third arbitrator, who shall act as chairman of the arbitral tribunal, shall be nominated by agreement of the two Party-appointed arbitrators within 14 days of the confirmation of the appointment of the second arbitrator or, in default of such agreement, shall be appointed by the LCIA Court.

18.4 The seat, or legal place, of arbitration shall be London, England.

18.5 The language to be used in the arbitral proceedings shall be English.

18.6 The award shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction.

IN WITNESS WHEREOF this Deed has been executed and delivered as a Deed on behalf of the Parties hereto with effect from the Effective Date.

[EXECUTION PAGES FOLLOW]
EXECUTED AND DELIVERED AS A DEED
BY TOSHIBA CORPORATION
a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: ____________________
Witness's name: ____________________
Witness's address: ____________________
Witness's occupation: ____________________]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED 
BY ASTARE SAS 
a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: ________________________
Witness's name: ___________________________
Witness's address: _________________________
Witness's occupation: _______________________]1

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY KONTEC GESELLSCHAFT FÜR TECHNISCHE KOMMUNIKATION MBH ) ) )
…………………………..

a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness’s signature: .................................
Witness’s name: .................................
Witness’s address: .................................
Witness’s occupation: .................................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY MANGIAROTTI NUCLEAR S.P.A.

a company incorporated in [ ]

acting by ________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY MANGIAROTTI OOO

a company incorporated in [ ]

acting by ______________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of

Witness's signature: ........................................
Witness's name: ...........................................
Witness's address: ........................................
Witness's occupation: ....................................]

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1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY MANGIAROTTI S.P.A.  

a company incorporated in [ ]

acting by ___________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of

Witness's signature: ..............................
Witness's name: ..............................
Witness’s address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity’s jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED  
BY NUCLEAR FUEL INDUSTRIES, LTD.  

a company incorporated in [ ]  
acting by ___________________  
being a person who, in accordance with the laws of that territory, is acting under the authority of the company  
[in the presence of  
Witness's signature: ..............................  
Witness's name: ..............................  
Witness's address: ..............................  
Witness's occupation: ..............................]¹

¹ WFG NTD: This signature page will be removed if the NFI SPA has completed and NFI is not an EMEA Entity on the Effective Date. 
This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY PAR-TZ NUCLEAR COMPANY, LTD.
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: ____________________
Witness’s name: ____________________
Witness’s address: ____________________
Witness's occupation: ____________________]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY SPRINGFIELDS FUELS LIMITED ) ..............................
a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY TNEE ELECTRIC SWEDEN HOLDINGS AB
a company incorporated in [ ]
acting by _________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: .........................
Witness's name: ..............................
Witness's address: ............................
Witness’s occupation: ........................]

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity’s jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY TOHO ENGINEERING CO., LTD.

a company incorporated in [ ]
acting by _______________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of
Witness's signature: _______________________
Witness's name: _______________________
Witness's address: _______________________
Witness's occupation: _______________________]1

1 NTD: This signature page will be removed if the NFI SPA has completed and TOHO Engineering Co., Ltd. is not an EMEA Entity on the Effective Date. This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY TSB (INVESTMENT EUROPE) LIMITED

a company incorporated in [ ]

acting by __________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of
Witness's signature: ................................
Witness's name: ......................................
Witness's address: ......................................
Witness's occupation: ...................................]

---

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY URANIUM ASSET MANAGEMENT LIMITED
a company incorporated in [ ]
acting by __________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: _______________________
Witness's name: ___________________________
Witness's address: _________________________
Witness's occupation: _______________________]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WEC ACQUISITIONS LIMITED
a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: .............................
Witness's name: .................................
Witness's address: ..............................
Witness's occupation: ...........................]

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity’s jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECEUTED AND DELIVERED AS A DEED
BY WESDYNE SWEDEN AB
a company incorporated in [ ]
acting by ________________
being a prson who, in accordance with the laws of that territory, is acting under the authority of the company
[ in the presence of
Witness's signature: __________________________
Witness's name: ______________________________
Witness's address: ____________________________
Witness's occupation: __________________________

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY WESTINGHOUSE ELECTRIC (ASIA) S.A.

a company incorporated in [ ]

acting by _______________________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY WESTINGHOUSE ELECTRIC BELGIUM S.A.

a company incorporated in [ ]

acting by ______________________

being a person who, in accordance with the laws of that territory, is acting under the authority
of the company

[in the presence of
Witness's signature: ..............................
Witness's name: .................................
Witness's address: ..............................
Witness's occupation: .............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXEcuted and delivered as a deEd
by Westinghouse Electric Canada, Inc.

a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company

[in the presence of
Witness’s signature: ______________________
Witness’s name: ______________________
Witness’s address: ______________________
Witness’s occupation: ______________________]

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the
execution block as required to be valid under the entity’s jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE ELECTRIC COMPANY (CHINA) CO., LTD.

a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
in the presence of
Witness’s signature: ______________________
Witness’s name: ______________________
Witness’s address: ______________________
Witness’s occupation: ______________________

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity’s jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE ELECTRIC UK HOLDINGS LIMITED )…………………………..
)a company incorporated in [ ]
acting by___________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE ELECTRIC COMPANY UK LIMITED

a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness’s signature: ..........................]
Witness’s name: ..........................
Witness’s address: ..........................
Witness’s occupation: ..........................

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE ELECTRIC CZECH REPUBLIC S.R.O.

a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness’s signature: ___________________
Witness’s name: ___________________
Witness's address: ___________________
Witness's occupation: ___________________]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED

BY WESTINGHOUSE ELECTRIC DO BRASIL SERVICOS E CONSULTORIA PARA CENTRAIS NUCLEARES LTDA

a company incorporated in [ ]

acting by _______________

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of

Witness’s signature: __________________________

Witness’s name: __________________________

Witness's address: __________________________

Witness's occupation: __________________________]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE ELECTRIC GERMANY GMBH
a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE ELECTRIC JAPAN LIMITED )………………………….. a company incorporated in [ ]
acting by __________________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: …………………………
Witness's name: ……………………………
Witness's address: ……………………………
Witness's occupation: ……………………………]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE ELECTRIC SOUTH AFRICA (Proprietary) LTD. )
…………………………..

a company incorporated in [ ]
acting by___________________

being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness's signature: ..........................
Witness's name: ..........................
Witness's address: ..........................
Witness's occupation: ..........................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED 
BY WESTINGHOUSE ELECTRIC SPAIN, S.A.U.
a company incorporated in [ ] 
acting by ______________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company 
[in the presence of 
Witness's signature: ..............................
Witness's name: ..............................
Witness's address: ..............................
Witness's occupation: ..............................]¹

¹ NTĐ: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE ELECTRIC SWEDEN AB )__________________________
a company incorporated in [ ]
acting by ______________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness's signature: ............................
Witness's name: .................................
Witness's address: ..............................
Witness's occupation: ...........................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE ELECTRIC UKRAINE AB
a company incorporated in [ ] acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: ........................................
Witness's name: ...........................................
Witness's address: ........................................
Witness's occupation: .................................]

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE ELECTRIQUE FRANCE SAS )………………………….
a company incorporated in [ ]
acting by _______________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company
[in the presence of
Witness's signature: .................................
Witness's name: .................................
Witness's address: .................................
Witness's occupation: .................................]¹

¹ NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED )
BY WESTINGHOUSE OPERATIONS BELGIUM S.A. )………………………….
a company incorporated in [ ]
acting by ____________________
being a person who, in accordance with the laws of that territory, is acting under the authority
of the company
[in the presence of
Witness's signature: ..........................
Witness's name: ..............................
Witness's address: ............................
Witness's occupation: ...........................

1 NTD: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
EXECUTED AND DELIVERED AS A DEED
BY WESTINGHOUSE TECHNOLOGY SERVICES S.A.

a company incorporated in [ ]
acting by ___________________
being a person who, in accordance with the laws of that territory, is acting under the authority of the company

[in the presence of
Witness's signature: ......................................
Witness's name: .............................................
Witness's address: .............................................
Witness's occupation: ...........................................]

1 NTDb: This execution block is standard form for the execution of deeds by English incorporated companies. Each entity may amend the execution block as required to be valid under the entity's jurisdiction e.g. the provision of a corporate seal or notarisation.
# SCHEDULE 1

## LIST OF WEC EMEA ENTITIES

<table>
<thead>
<tr>
<th>ENTITY NAME</th>
<th>JURISDICTION OF INCORPORATION</th>
<th>NOTICE PARTY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Astare SAS</td>
<td>France</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Kontec Gesellschaft für technische Kommunikation mbH</td>
<td>Germany</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Mangiarotti Nuclear S.p.A.</td>
<td>Italy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Mangiarotti OOO</td>
<td>Italy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Mangiarotti S.p.A.</td>
<td>Italy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. [Nuclear Fuel Industries, Ltd.]1</td>
<td>[Japan]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. PaR-TZ Nuclear Company, Ltd.</td>
<td>People’s Republic of China</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Springfields Fuels Limited</td>
<td>England and Wales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. TNEE Electric Sweden Holdings AB</td>
<td>Sweden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. [Toho Engineering Co., Ltd.]2</td>
<td>[Japan]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. TSB (Investment Europe) Limited</td>
<td>England and Wales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Uranium Asset Management Limited</td>
<td>England and Wales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. WEC Acquisitions Limited</td>
<td>England and Wales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. WesDyne Sweden AB</td>
<td>Sweden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Westinghouse Electric (Asia) S.A.</td>
<td>Switzerland</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Westinghouse Electric Belgium S.A.</td>
<td>Belgium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Westinghouse Electric Canada, Inc.</td>
<td>Canada</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

1 WFG NTD: If the NFI SPA completes before the Effective Date, Schedule 1 to be revised to delete this entity.

2 WFG NTD: If the NFI SPA completes before the Effective Date, Schedule 1 to be revised to delete this entity.
<table>
<thead>
<tr>
<th>ENTITY NAME</th>
<th>JURISDICTION OF INCORPORATION</th>
<th>NOTICE PARTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westinghouse Electric Company (China) Co., Ltd.</td>
<td>People’s Republic of China</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric UK Holdings Limited</td>
<td>England and Wales</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Company UK Limited</td>
<td>England and Wales</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Czech Republic s.r.o.</td>
<td>Czech Republic</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric do Brasil Servicos e consultoria para centrais nucleares LTDA</td>
<td>Brazil</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Germany GmbH</td>
<td>Germany</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Japan Limited</td>
<td>Japan</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric South Africa (Proprietary) Ltd.</td>
<td>South Africa</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Spain, S.A.U.</td>
<td>Spain</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Sweden AB</td>
<td>Sweden</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electric Ukraine AB</td>
<td>Sweden</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Electrique France SAS</td>
<td>France</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Operations Belgium S.A.</td>
<td>Belgium</td>
<td></td>
</tr>
<tr>
<td>Westinghouse Technology Services S.A.</td>
<td>Spain</td>
<td></td>
</tr>
</tbody>
</table>
## SCHEDULE 2
### RELEASED TOSHIBA GUARANTEE CLAIMS

<table>
<thead>
<tr>
<th>WEC EMEA Entity which Claim is or may be Asserted Against</th>
<th>Amount (as of January 29, 2018) ($USD)</th>
<th>Description of Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westinghouse Electric UK Holdings Limited</td>
<td>$359,352,441.00</td>
<td>Second Amended and Restated Parent Guaranty Made by Toshiba Corporation in Favor of BNP Paribas, dated as of October 7, 2009, as Amended and Restated on November 10, 2011, and as further Amended and Restated as of December 11, 2015.</td>
</tr>
<tr>
<td>Westinghouse Electric Sweden AB</td>
<td>$45,399,000.00</td>
<td>Surety Bond to PRI Pensionsgaranti in respect of Westinghouse Electric Sweden AB Pension Plan</td>
</tr>
</tbody>
</table>

---

1. Each listed contract, guaranty, or bond referenced therein also incorporates by reference any and all related documents including, without limitation, any and all amendments, contracts, or assignments of any of the foregoing.

2. Any amounts paid by Toshiba or drawn from the collateral account funded by Toshiba Corporation under the guaranty will be waived and released.

3. The amounts listed herein may change based on foreign exchange rates. For the avoidance of doubt, on the Effective Date, Toshiba will waive any and all claims associated with the agreement described above.
Exhibit H

List of Released Subsidiaries
Released Subsidiaries

**Wholly-Owned Subsidiaries**

Astare SAS
Mangiarotti Nuclear S.p.A.
Mangiarotti S.p.A.
Springfields Fuels Limited
TNEE Electric Sweden Holdings AB
TSB (Investment Europe) Limited
Uranium Asset Management Limited
WEC Acquisitions Limited
WesDyne Sweden AB
Westinghouse Electric (Asia) S.A.
Westinghouse Electric Belgium S.A.
Westinghouse Electric Canada, Inc.
Westinghouse Electric Company (China) Co. Ltd.
Westinghouse Electric Company UK Holdings Limited
Westinghouse Electric Company UK Limited
Westinghouse Electric Czech Republic s.r.o.
Westinghouse Electric do Brasil Serviços para Centrais Nucleares Ltda.
Westinghouse Electric Germany GmbH
Westinghouse Electric India Private Limited
Westinghouse Electric Japan Limited
Westinghouse Electric South Africa (Proprietary) Limited
Westinghouse Electric Spain, S.A.
Westinghouse Electric Sweden AB
Westinghouse Electric Ukraine AB
Westinghouse Electrique France SAS
Westinghouse Operations Belgium
WesDyne International, LLC
Westinghouse Government Services LLC

**Joint Ventures**

Kontec Gesellschaft für technische Kommunikation mbH
KW Nuclear Components Co., Ltd.
Mangiarotti OOO
Nuclear Fuel Industries, Ltd.
NuCrane Manufacturing, LLC
PaR-TZ Nuclear Company, Ltd.
Toho Engineering Co. Ltd.
Westinghouse Technology Services S.A.
Westron
Advance Uranium Asset Management Limited
Enwesa Operaciones, S.A.
Fluor | Westinghouse Liquid Waste Services, LLC
HTR GmbH Gesellschaft für Hochtemperaturreaktoren
Mid-America Conversion Services, LLC
Nuclear Engineering, Ltd.
PWR Power Projects Limited
SNPTC-WEC Nuclear Power Technical Service (Beijing) Company, Ltd.
Springfields Segregated Assets Limited
Wuhan Huixin Engineering Technology Co. Ltd.
Exhibit I

Reconciliation Plan
Reconciliation Plan

Until the entry of the Confirmation Order, (a) the Debtors will continue to review and resolve Claims against the Debtors in accordance with the Claims Procedure Orders, (b) the Debtors shall not file any new objections to prepetition Claims without the reasonable consent of the UCC, and (c) to the extent the Debtors seek to settle or otherwise resolve the Material Claims, the PSA Parties shall have reasonable approval rights over any settlement of such Claims.

On and after the Confirmation Date, the Plan Oversight Board shall be vested with all rights and authority to file and prosecute objections to, approve settlements and compromises of, and otherwise resolve all claims against the Debtors. On and after the Confirmation Date, the Plan Oversight Board shall retain Proskauer Rose LLP and the UCC’s current financial advisors to prosecute objections to Claims asserted in an amount greater than $5,000,000.

\[1\] All defined terms contained herein shall have the meaning ascribed to such terms in the Plan.
Exhibit J

Agreement to Adjust Compensation of Independent Directors
DISCLOSURE REGARDING DIRECTOR

COMPENSATION ADJUSTMENT

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Modified First Amended Joint Chapter 11 Plan of Reorganization (as it may be amended from time to time, the “Plan”) of Westinghouse Electric Company, LLC (“WEC”) and Toshiba Nuclear Energy Holdings (UK) Limited (“TNEH UK”). The Debtors hereby make the following disclosure in connection with the adjustment to the compensation of the independent directors of WEC, Marc Beilinson, William Transier and Wyatt Wachtel (collectively, the “Special Committee Members”), and the independent directors of TNEH UK, Jan Baker and Alan Miller (together, the “EMEA Directors” and, collectively with the Special Committee Members, the “Independent Directors”), as detailed below.¹

* * * * *

Reference is hereby made to agreements, dated as of March 1, 2017, entered into by each of the Special Committee Members and WEC, that established the terms and conditions pursuant to which each such Special Committee Member would serve as an independent director of the board of directors of WEC (the “WEC Director Letters”). Reference is also made to agreements, dated as of January 30, 2018, entered into each EMEA Director and TNEH UK, that established the terms and conditions pursuant to which each such EMEA Director would serve as an independent director of the board of directors of TNEH UK (the “EMEA Director Letters” and, collectively with the WEC Director Letters, the “Director Letters”).

In accordance with the WEC Director Letters, the compensation of each Special Committee Member is reviewed annually and may be adjusted by mutual agreement. In accordance with the EMEA Director Letters, the compensation of the EMEA Directors is reviewed annually and may be adjusted at the sole discretion of TNEH UK. It is anticipated that the directors of WEC that are affiliated with Toshiba Corporation (“Toshiba”) will be resigning from the board of directors of WEC soon after confirmation of the Modified First Amended Joint Chapter 11 Plan of Reorganization (as it may be amended from time to time, the “Plan”) of WEC and its affiliated companies, including TNEH UK. The directors of TNEH UK that are affiliated with Toshiba have already resigned as of December 27, 2017. Accordingly, WEC and TNEH UK have determined that it is necessary and appropriate to ensure continued corporate

¹ The Memorandum was prepared by counsel for Toshiba Corporation and counsel for the Special Committee at the direction of the WEC Board of Directors and TNEH UK’s sole shareholder. The compensation adjustments were approved by the non-interested directors or the sole shareholder, as applicable, subject to certain third party consent rights. The compensation adjustments described in this memorandum have not been approved by Nucleus Acquisition LLC, a party to the Plan Support Agreement, dated January 17, 2018 with such consent rights. Nucleus Acquisition LLC and the directors are in discussions concerning the compensation adjustments, and Nucleus has reserved all of its rights and remedies with respect to such compensation adjustments.
governance pending Closing (as defined below) to adjust the compensation of the Independent Directors as provided herein.

In making this determination, WEC and TNEH UK considered multiple factors. Among others, the greatly expanded, and unforeseen, role required to be performed by the Independent Directors and the fact that the existing annual compensation of the Independent Directors is below the median of peer-sized companies. In addition, among peer-sized companies, the majority of director annual compensation takes the form of equity securities, whereas here, the Independent Directors are compensated solely in the form of cash. WEC and TNEH UK also considered the challenges that each would face in replacing one or more of the Independent Directors should they become unavailable to continue to serve.

Pursuant to the terms of the Director Letters, WEC and TNEH UK are upwardly adjusting the compensation of the Independent Directors by authorizing a compensation pool in an amount that is not less than $6,000,000 but not to exceed $10,000,000 in the aggregate, payable in cash (the “Compensation Pool”) on the following conditions:

A. Subject to the conditions set forth below, the Compensation Pool will be available to be distributed to Independent Directors (“Qualifying Directors”) that continue to serve upon the closing of the transactions (“Closing”) contemplated by the Plan Funding Agreement, dated as of January 12, 2018, entered into by Brookfield Capital Partners, LLC, TSB Nuclear Energy Services Inc. and TNEH UK (the “PFA”). The allocation (the “Allocation”) of the Compensation Pool among Qualifying Directors shall be determined by the mutual agreement of the Qualifying Directors and approved by the Bankruptcy Court as part of the confirmation of the Plan. For the avoidance of doubt: (1) the Compensation Pool shall not be funded from the Segregated Funds or the Segregated Account and may be funded from Available Cash net of the Segregated Funds, and (2) no director affiliated with Toshiba shall be a Qualifying Director.

B. The final amount of the Compensation Pool will be determined according to multiple factors, including, but not limited to, the following: Closing, the occurrence of Closing on or prior to a certain date, the satisfaction of other economic metrics and other factors. Such factors shall be negotiated and reasonably agreed among the PSA Parties in advance of the hearing to confirm the Plan.

C. All distributions of the Compensation Pool shall be consistent with the Allocation.