

WEIL, GOTSHAL & MANGES LLP

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

*Attorneys for Debtors
and Debtors in Possession*

TOGUT, SEGAL & SEGAL LLP

One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Albert Togut
Kyle J. Ortiz
Patrick Marecki
Charles M. Persons

*Attorneys for Debtor Toshiba Nuclear
Energy Holdings (UK) Limited*

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

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In re :
: **Chapter 11**
: **WESTINGHOUSE ELECTRIC** :
: **COMPANY LLC, et al.,** : **Case No. 17-10751 (MEW)**
: :
: **Debtors.**¹ : **(Jointly Administered)**
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**SIXTH SUPPLEMENTAL NOTICE REGARDING
(I) EXECUTORY CONTRACTS AND UNEXPIRED LEASES,
(II) PROPOSED CURE OBLIGATIONS, AND (III) RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Westinghouse Bankruptcy Cases.** On March 29, 2017, Westinghouse Electric Company LLC and certain of its affiliates, as debtors and debtors in possession in the above captioned cases (collectively, the “**Debtors**”), commenced voluntary cases under chapter 11 of

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.



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**”).

2. **Chapter 11 Plan.** On March 28, 2018, the Bankruptcy Court confirmed the Debtors’ *Modified Second Amended Joint Chapter 11 Plan of Reorganization* [ECF No. 2986] (the “**Plan**”),² pursuant to which the businesses of the Debtors will be transferred (the “**Transaction**”) to Brookfield WEC Holdings LLC (the “**Plan Investor**”) in accordance with that certain *Plan Funding Agreement* dated as of January 12, 2018, annexed to the Plan as Exhibit A (as amended, restated, modified, superseded or supplemented from time to time, the “**PFA**”).

3. **Potential Assumption, Assignment, or Rejection of Contracts.** In accordance with the Transaction, until five (5) Business Days prior to the anticipated Closing Date (under and as defined in the PFA), the Plan Investor may designate *any* of the Debtors’ executory contracts and unexpired leases (the “**Contracts**”), including those identified on **Exhibit A** hereto, for assumption by the Debtors on the date the Plan becomes effective (the “**Effective Date**”). The Contracts may also be (I) assumed by the Debtors and assigned to Wind Down Co (as defined in the Plan) or (II) rejected, as more fully described in paragraph 9 herein.

4. **Notice of Undisclosed Contracts.** Pursuant to the Bankruptcy Court’s order approving, in part, procedures for the assumption and assignment of executory contracts, entered on February 22, 2018 [ECF No. 2632], the Debtors are required to file and serve a supplemental cure notice on the counterparty to any executory contract or unexpired lease not previously disclosed on the Cure Notice.³

You are receiving this notice because you or an affiliate are party to one or more Contracts and your rights may be affected by the Plan. You are advised to carefully review the information contained herein and the related provisions of the Plan.

5. **Proposed Cure.** Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the

² The Plan and related materials are on file with the Bankruptcy Court and can be found on the case website of the Debtors’ noticing agent, Kurtzman Carson Consultants LLC (“**KCC**”), <http://www.kccllc.net/westinghouse>. In addition, a copy of the Plan will be provided on request at no charge by contacting KCC at calling (877) 634-7177 (domestic toll-free) or (424) 236-7223 (international) or emailing (WestinghouseInfo@kccllc.com).

³ On February 23, 2018, the Debtors filed the *Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 2645] (as supplemented by the *First Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 2757], the *Second Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 2873], the *Third Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 2919], the *Fourth Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 3040], and the *Fifth Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 3131], the “**Cure Notice**”).

Contracts at the time of assumption. The Debtors' determination of the amounts required to cure any prepetition defaults under the Contracts (the "**Cure Obligations**") are set forth on Exhibit A.⁴

6. **Adequate Assurance Information.** Information intended to provide the counterparties to the Contracts with adequate assurance of future performance and to support the Debtors' ability to comply with the requirements of adequate assurance of future performance, including the Debtors' financial wherewithal and willingness to perform under the Contracts, is annexed hereto as **Exhibit B.**

7. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the assumption of a Contract, or a Cure Obligation, you contact the Debtors prior to the Objection Deadline (as defined below) to attempt to resolve such dispute consensually. The Debtors' contact for such matters is westinghouse@alixpartners.com. If such dispute cannot be resolved consensually prior to the Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve an Objection as set forth in paragraph 8 hereof to preserve your right to object to the assumption, assignment, rejection, or Cure Obligation related to your Contract(s).

8. **Deadline to Respond to Proposed Assumption, Assignment, or Rejection.** If you wish to object to (I) the assumption of a Contract, including (a) the ability of the Debtors (or (i) Wind Down Co, with respect to Contracts to be assumed and assigned to Wind Down Co, or (ii) the Plan Investor, in the event of a Conversion Event) to provide adequate assurance of future performance under such Contract, or (b) the Debtors' calculation of the Cure Obligation with respect to such Contract, (II) the assignment of such Contract to Wind Down Co, or (III) the rejection of a Contract, you must file a written objection (an "**Objection**") that (1) identifies the applicable Contract, and (2) sets forth in detail the basis for such Objection, together with all supporting documentation, so that it is actually received no later than **May 25, 2018 at 4:00 p.m. (Prevailing Eastern Time)** (the "**Objection Deadline**"). Objections must conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and must be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court's case filing system, electronically in accordance with General Order M-399 (which can be found at <http://www.nysb.uscourts.gov>), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to the Chambers of the Honorable Michael E. Wiles), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served on:

- (a) Westinghouse Electric Company LLC, 1000 Westinghouse Drive, Cranberry Township, PA 16066 (Attn: Michael T. Sweeney);
- (b) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, NY 10153 (Attn: Gary T. Holtzer, Robert J. Lemons, Garrett A. Fail, and David N. Griffiths);

⁴ The Debtors have been paying their postpetition obligations as they have come due in the ordinary course of their business. Accordingly, any unpaid postpetition obligations are not included in the Cure Obligations listed in Exhibit A, hereto. The Debtors intend to pay such amounts in the ordinary course of business.

- (c) Togut, Segal & Segal, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Albert Togut, Kyle J. Ortiz, Patrick Marecki, and Charles Persons);
- (d) Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400. Los Angeles, CA 90071 (Attn: Van C. Durrer II and Annie Z. Li);
- (e) Milbank, Tweed, Hadley & McCloy LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067 (Attn: Paul Aronzon and Thomas R. Kreller);
- (f) Proskauer Rose LLP, attorneys for the Statutory Unsecured Claimholders Committee, Eleven Times Square, New York, NY 10036 (Attn: Martin J. Bienenstock, Timothy Q. Karcher, and Vincent Indelicato);
- (g) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064 (Attn: Jeffrey D. Saferstein);
- (h) Shearman & Sterling LLP, 599 Lexington Avenue, New York, NY 10022 (Attn: Fredric Sosnick and Ned S. Schodek);
- (i) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10119 (Attn: Matthew Feldman and John Longmire);
- (j) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Alan Kornberg and Kyle Kimpler); and
- (k) The United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10007 (Attn: Paul Schwartzberg).

Unless you properly and timely file and serve an Objection by the Objection Deadline with respect to your Contract, you will be deemed to have assented to (I) the assumption of such contract or lease on the Effective Date, (II) the Cure Obligation specified in the Cure Notice with respect to such Contract, (III) the assignment of such Contract to Wind Down Co, and (IV) the rejection of such Contract; and the Cure Obligation specified on Exhibit A shall be the Cure Obligation and shall be deemed to satisfy in full any prepetition obligations the Debtor might have with respect to such Contract(s) under section 365(b) of the Bankruptcy Code, without further notice, hearing, or order of the Bankruptcy Court. To the extent you are party to more than one Contract, an Objection with respect to one Contract shall have no impact on the other Contract(s) to which you are a party for which no Objection has been filed and served.

9. **Amendment of Treatment.** On March 22, 2018, the Debtors filed the *Schedule of Assumed Contracts and Schedule of Assigned Contracts* [ECF No. 2935] identifying (a) the Contracts to be assumed on the Effective Date, and (b) the Contracts to be assumed and assigned by the Debtors to Wind Down Co on the Effective Date. Executory Contracts and Unexpired Leases may be added to or removed from either of the foregoing schedules by filing supplemental Notices of Schedules of Executory Contracts up until five (5) Business Days before the anticipated Closing Date, and any previously filed Notice of Schedules of Executory Contract or schedules shall be deemed to be updated accordingly. Pursuant to section 9.1 of the Plan, any Contracts that are not assumed by the Debtors prior to or on the Effective Date will be deemed rejected on the Effective Date.

10. **Payment of Cure.** Upon assumption of a Contract, your recourse with respect to Cure Obligations will be limited to Wind Down Co, and the Reorganized Debtors will have no liability therefor.

11. **Hearing.** If an Objection is properly filed and served as specified above, the Debtors will schedule a hearing to consider the Objection. If an Objection relates solely to the Cure Obligation, the Debtors may assume the applicable Contract prior to the resolution of the Objection, and Wind Down Co will reserve cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Obligation by the non-Debtor party to such Contract (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such applicable parties).

12. **Reservation of Rights.** Subject to the terms of the PFA, the Debtors and Reorganized Debtors, as applicable, reserve the right (I) to seek to reject any Contract at any time before the assumption or Cure Obligation with respect to such Contract is determined by a final order of the Bankruptcy Court, and (II) if a final order of the Bankruptcy Court is entered resolving an Objection as to a Cure Obligation such that the Cure Obligation is in an amount different from the Cure Obligation set forth on Exhibit A hereto, to seek to reject such Contract thereafter.

13. **Payment of Cure Obligation.** Any Cure Obligation shall be paid as soon as reasonably practicable following the Effective Date or entry of a separate final order approving the assumption of the respective Contract. Upon payment in full of the Cure Obligation, any proofs of claim based upon such Contract(s) shall be deemed disallowed and expunged.

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Dated: May 11, 2018
New York, New York

/s/ Garrett A. Fail

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

*Attorneys for Debtors
and Debtors in Possession*

-and-

Albert Togut
Kyle J. Ortiz
Patrick Marecki
Charles M. Persons
TOGUT, SEGAL & SEGAL LLP
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258

*Attorneys for Debtor Toshiba
Nuclear Energy Holdings (UK) Limited*

Exhibit A

Contracts¹

¹ Nothing contained herein or any contemplated actions taken by the Debtors or Reorganized Debtors in accordance with this notice is intended or should be construed as: (a) an admission as to the validity of any claim against the Debtors, including, without limitation, a claim related to any Contract; (b) a waiver or limitation of the Debtors' or Reorganized Debtors' rights under the Bankruptcy Code or any other applicable law; (c) an admission that any Contract is integrated with any other contract or lease; (d) a waiver by the Debtors or Reorganized Debtors of their right to dispute or assert that any Contract or any other contracts were terminated prior to the date of this notice; (e) a concession or evidence that any Contract or any other contract identified herein has not expired, or otherwise currently is not in full force and effect; or (f) an admission by the Debtors or Reorganized Debtors that (i) any such contract or lease is in fact an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, (ii) such executory contract or unexpired lease will be assumed by the Debtors or the Reorganized Debtors, or (iii) the Debtors' bankruptcy estates have any liability thereunder. Certain Contracts that contain warranty, indemnification, or confidentiality obligations might not be included on this Exhibit A. To the extent such Contracts are not set forth herein, the Plan Investor reserves all rights to designate such Contracts to be assumed in accordance with Section 2.04 of the PFA and to list such Contracts on the Schedule of Assumed Contracts.

Westinghouse Electric Company LLC
 Contract Cure Right
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 5/11/2018

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
5801	800507	Treasury 100		Westinghouse Electric Company LLC	Mizuho America Leasing LLC	Master Equipment Leasing Agreement between Mizuho America Leasing LLC as the Lessor and Westinghouse Electric Company LLC as the Lessee (Expiration date is specified in Lease Supplement)	\$107,501.05
5802	27890	Ariba 68		Westinghouse Electric Company LLC	Ariba, Inc.	Order Form and Subscription Agreement, as supplemented by the Renewal Order Form for SAP Cloud Services	\$39,250.00

To the extent that they are executory, the Plan Investor may also designate any executory contract not listed above that provides for non-disclosure, confidentiality, warranty, indemnification, or other obligations in favor of the Debtors.

Exhibit B

Statement of Adequate Assurance

The Debtors have been operating their businesses and performing their obligations under their Executory Contracts and Unexpired Leases in the ordinary course of business since the Petition Date, as well as prior thereto. Accordingly, the Debtors have proven their ability to perform under their Executory Contracts and Unexpired Leases.

Assumption of an Executory Contract is conditioned upon closing of a transaction pursuant to which Brookfield WEC Holdings LLC (the “**Plan Investor**”) will acquire the businesses of the Debtors for an agreed cash purchase price of \$3.802 billion. Conditions precedent to the effectiveness of the transaction include various regulatory and governmental approvals, which consider the adequacy of the oversight and financial condition of the Reorganized Debtors.

The Plan Investor is an affiliate of Brookfield Business Partners L.P. (“**Brookfield**”). Brookfield’s latest annual financial report can be found at:

<https://www.sec.gov/Archives/edgar/data/1654795/000104746917001480/a2230776z20-f.htm>.