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

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<b>In re</b>	:
	:
	: <b>Chapter 11</b>
<b>WESTINGHOUSE ELECTRIC</b>	:
<b>COMPANY LLC, et al.,</b>	:
	: <b>Case No. 17-10751 (MEW)</b>
	:
<b>Debtors.<sup>1</sup></b>	: <b>(Jointly Administered)</b>
-----X	

**EIGHTH 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

<sup>1</sup> 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.



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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**”),<sup>2</sup> 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.<sup>3</sup>

**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

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<sup>2</sup> 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](mailto:WestinghouseInfo@kccllc.com)).

<sup>3</sup> 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], the *Fifth Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 3131], the *Sixth Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 3201], and the *Seventh Supplemental Notice Regarding (I) Executory Contracts and Unexpired Leases, (II) Proposed Cure Obligations, and (III) Related Procedures* [ECF No. 3466], 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.<sup>4</sup>

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](mailto: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 **July 26, 2018 at 10:00 a.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);

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<sup>4</sup> 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, it will be heard before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in Room 617 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 on **July 26, 2018 at 11:00 a.m. (Prevailing Eastern Time)**, or as soon thereafter as counsel may be heard.

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 in accordance with an order approving the *Motion of Debtors for Authorization to Amend the Chapter 11 Plan and Plan Funding Agreement and for Related Relief*, dated July 23, 2018. 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: July 23, 2018  
New York, New York

*/s/ Robert J. Lemons*

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Gary T. Holtzer  
Robert J. Lemons  
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-and-

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

**Exhibit A**

**Contracts<sup>1</sup>**

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<sup>1</sup> 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.

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13000	800323	EPP - 2693		Westinghouse Electric Company LLC	Albert Lewis III	EPP Agreement	\$0.00 - See FN. 1
13001	800324	EPP - 1876		Westinghouse Electric Company LLC	Alberto Casadei	EPP Agreement	\$0.00 - See FN. 1
13002	800325	EPP - 1704		Westinghouse Electric Company LLC	Anthony Greco	EPP Agreement	\$0.00 - See FN. 1
13003	800326	EPP - 1634		Westinghouse Electric Company LLC	Aristides Candris	EPP Agreement	\$0.00 - See FN. 1
13004	800327	EPP - 2717		Westinghouse Electric Company LLC	Brian Beebe	EPP Agreement	\$0.00 - See FN. 1
13005	800328	EPP - 2672		Westinghouse Electric Company LLC	Bruce Bevilacqua	EPP Agreement	\$0.00 - See FN. 1
13006	800329	EPP - 2670		Westinghouse Electric Company LLC	Camille Kovach	EPP Agreement	\$0.00 - See FN. 1
13007	800330	EPP - 1830		Westinghouse Electric Company LLC	Carolyn Hauser	EPP Agreement	\$0.00 - See FN. 1
13008	800331	EPP - 1639		Westinghouse Electric Company LLC	Cary Alstadt	EPP Agreement	\$0.00 - See FN. 1
13009	800332	EPP - 1555		Westinghouse Electric Company LLC	Charles Davis	EPP Agreement	\$0.00 - See FN. 1
13010	800333	EPP - 1130		Westinghouse Electric Company LLC	Charles Gerstberger Jr	EPP Agreement	\$0.00 - See FN. 1
13011	800334	EPP - 2713		Westinghouse Electric Company LLC	Christopher Srock	EPP Agreement	\$0.00 - See FN. 1
13012	800335	EPP - 1715		Westinghouse Electric Company LLC	Clayton Jennings	EPP Agreement	\$0.00 - See FN. 1
13013	800336	EPP - 2499		Westinghouse Electric Company LLC	Cynthia Pezze	EPP Agreement	\$0.00 - See FN. 1
13014	800337	EPP - 1640		Westinghouse Electric Company LLC	Daniel Lipman	EPP Agreement	\$0.00 - See FN. 1
13015	800338	EPP - 2578		Westinghouse Electric Company LLC	Daniel Trombola	EPP Agreement	\$0.00 - See FN. 1
13016	800339	EPP - 1000		Westinghouse Electric Company LLC	David Evankovich	EPP Agreement	\$0.00 - See FN. 1
13017	800340	EPP - 2661		Westinghouse Electric Company LLC	David Harris	EPP Agreement	\$0.00 - See FN. 1
13018	800341	EPP - 2656		Westinghouse Electric Company LLC	David Howell	EPP Agreement	\$0.00 - See FN. 1
13019	800342	EPP - 2671		Westinghouse Electric Company LLC	David Keller	EPP Agreement	\$0.00 - See FN. 1
13020	800343	EPP - 2647		Westinghouse Electric Company LLC	David Precht	EPP Agreement	\$0.00 - See FN. 1
13021	800344	EPP - 3284		Westinghouse Electric Company LLC	Deva Chari	EPP Agreement	\$0.00 - See FN. 1
13022	800345	EPP - 1873		Westinghouse Electric Company LLC	Diane Fisher	EPP Agreement	\$0.00 - See FN. 1
13023	800346	EPP - 1831		Westinghouse Electric Company LLC	Donald Cox	EPP Agreement	\$0.00 - See FN. 1
13024	800347	EPP - 3336		Westinghouse Electric Company LLC	Donald Goldbach Jr	EPP Agreement	\$0.00 - See FN. 1
13025	800348	EPP - 2498		Westinghouse Electric Company LLC	Donna Rogosky	EPP Agreement	\$0.00 - See FN. 1
13026	800349	EPP - 1643		Westinghouse Electric Company LLC	Doreen Kendo	EPP Agreement	\$0.00 - See FN. 1
13027	800350	EPP - 2702		Westinghouse Electric Company LLC	Douglas Holderbaum	EPP Agreement	\$0.00 - See FN. 1
13028	800351	EPP - 1001		Westinghouse Electric Company LLC	Douglas Weaver	EPP Agreement	\$0.00 - See FN. 1



Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13029	800352	EPP - 1872		Westinghouse Electric Company LLC	E Brooks Dutton	EPP Agreement	\$0.00 - See FN. 1
13030	800353	EPP - 1587		Westinghouse Electric Company LLC	Edward Dzenis	EPP Agreement	\$0.00 - See FN. 1
13031	800354	EPP - 1784		Westinghouse Electric Company LLC	Edward Gerstenhaber	EPP Agreement	\$0.00 - See FN. 1
13032	800355	EPP - 1644		Westinghouse Electric Company LLC	Edward Vogeley	EPP Agreement	\$0.00 - See FN. 1
13033	800356	EPP - 3266		Westinghouse Electric Company LLC	Elizabeth Dillon	EPP Agreement	\$0.00 - See FN. 1
13034	800357	EPP - 1777		Westinghouse Electric Company LLC	Ernst Weiss	EPP Agreement	\$0.00 - See FN. 1
13035	800358	EPP - 1675		Westinghouse Electric Company LLC	F Ramsey Coates	EPP Agreement	\$0.00 - See FN. 1
13036	800359	EPP - 3283		Westinghouse Electric Company LLC	G Dallas Frey III	EPP Agreement	\$0.00 - See FN. 1
13037	800360	EPP - 2611		Westinghouse Electric Company LLC	Gary Brassart	EPP Agreement	\$0.00 - See FN. 1
13038	800361	EPP - 1866		Westinghouse Electric Company LLC	George Elder	EPP Agreement	\$0.00 - See FN. 1
13039	800362	EPP - 2606		Westinghouse Electric Company LLC	Glenn Galer	EPP Agreement	\$0.00 - See FN. 1
13040	800363	EPP - 1878		Westinghouse Electric Company LLC	Gregory Davis	EPP Agreement	\$0.00 - See FN. 1
13041	800364	EPP - 3247		Westinghouse Electric Company LLC	Gregory Gisoni	EPP Agreement	\$0.00 - See FN. 1
13042	800365	EPP - 3259		Westinghouse Electric Company LLC	Henry Sepp Jr	EPP Agreement	\$0.00 - See FN. 1
13043	800366	EPP - 1002		Westinghouse Electric Company LLC	Howard Affinito	EPP Agreement	\$0.00 - See FN. 1
13044	800367	EPP - 1669		Westinghouse Electric Company LLC	Howard Bruschi	EPP Agreement	\$0.00 - See FN. 1
13045	800368	EPP - 2649		Westinghouse Electric Company LLC	J Brad Young	EPP Agreement	\$0.00 - See FN. 1
13046	800369	EPP - 3287		Westinghouse Electric Company LLC	Jack Allen Jr	EPP Agreement	\$0.00 - See FN. 1
13047	800370	EPP - 1003		Westinghouse Electric Company LLC	Jack Bastin	EPP Agreement	\$0.00 - See FN. 1
13048	800371	EPP - 2608		Westinghouse Electric Company LLC	James Brennan	EPP Agreement	\$0.00 - See FN. 1
13049	800372	EPP - 1004		Westinghouse Electric Company LLC	James Bush	EPP Agreement	\$0.00 - See FN. 1
13050	800373	EPP - 1407		Westinghouse Electric Company LLC	James Compas	EPP Agreement	\$0.00 - See FN. 1
13051	800374	EPP - 1677		Westinghouse Electric Company LLC	James Fici	EPP Agreement	\$0.00 - See FN. 1
13052	800375	EPP - 3280		Westinghouse Electric Company LLC	James McCully	EPP Agreement	\$0.00 - See FN. 1
13053	800376	EPP - 1829		Westinghouse Electric Company LLC	James Noyes	EPP Agreement	\$0.00 - See FN. 1
13054	800377	EPP - 2640		Westinghouse Electric Company LLC	James Wyble Jr	EPP Agreement	\$0.00 - See FN. 1
13055	800378	EPP - 2653		Westinghouse Electric Company LLC	Jan Dudiak	EPP Agreement	\$0.00 - See FN. 1
13056	800379	EPP - 1718		Westinghouse Electric Company LLC	Jan Hawkins	EPP Agreement	\$0.00 - See FN. 1
13057	800380	EPP - 2684		Westinghouse Electric Company LLC	Jason Campbell	EPP Agreement	\$0.00 - See FN. 1

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13058	800381	EPP - 1005		Westinghouse Electric Company LLC	Jeanne Lopatto	EPP Agreement	\$0.00 - See FN. 1
13059	800382	EPP - 2616		Westinghouse Electric Company LLC	Jeffrey Bradfute	EPP Agreement	\$0.00 - See FN. 1
13060	800383	EPP - 2689		Westinghouse Electric Company LLC	Jeffrey Norrell	EPP Agreement	\$0.00 - See FN. 1
13061	800384	EPP - 1609		Westinghouse Electric Company LLC	Jeffrey Pelusi	EPP Agreement	\$0.00 - See FN. 1
13062	800385	EPP - 1827		Westinghouse Electric Company LLC	John Goossen	EPP Agreement	\$0.00 - See FN. 1
13063	800386	EPP - 1717		Westinghouse Electric Company LLC	John Hay	EPP Agreement	\$0.00 - See FN. 1
13064	800387	EPP - 3210		Westinghouse Electric Company LLC	John Hord	EPP Agreement	\$0.00 - See FN. 1
13065	800388	EPP - 3249		Westinghouse Electric Company LLC	John Mclnerney	EPP Agreement	\$0.00 - See FN. 1
13066	800389	EPP - 2667		Westinghouse Electric Company LLC	John Perock	EPP Agreement	\$0.00 - See FN. 1
13067	800390	EPP - 2637		Westinghouse Electric Company LLC	Joni Falascino	EPP Agreement	\$0.00 - See FN. 1
13068	800391	EPP - 2712		Westinghouse Electric Company LLC	Joseph Bauer	EPP Agreement	\$0.00 - See FN. 1
13069	800392	EPP - 1679		Westinghouse Electric Company LLC	Joseph Kennedy	EPP Agreement	\$0.00 - See FN. 1
13070	800393	EPP - 2585		Westinghouse Electric Company LLC	Joseph Scarfutti	EPP Agreement	\$0.00 - See FN. 1
13071	800394	EPP - 2669		Westinghouse Electric Company LLC	Joseph Spadacene	EPP Agreement	\$0.00 - See FN. 1
13072	800395	EPP - 1684		Westinghouse Electric Company LLC	Joseph Tain Jr	EPP Agreement	\$0.00 - See FN. 1
13073	800396	EPP - 2664		Westinghouse Electric Company LLC	Kathleen Kovacic	EPP Agreement	\$0.00 - See FN. 1
13074	800397	EPP - 1911		Westinghouse Electric Company LLC	Kathleen Osterrieder	EPP Agreement	\$0.00 - See FN. 1
13075	800398	EPP - 2718		Westinghouse Electric Company LLC	Kenneth Altemus	EPP Agreement	\$0.00 - See FN. 1
13076	800399	EPP - 2726		Westinghouse Electric Company LLC	Kenneth Blanchard	EPP Agreement	\$0.00 - See FN. 1
13077	800400	EPP - 2731		Westinghouse Electric Company LLC	Kenneth Lunz	EPP Agreement	\$0.00 - See FN. 1
13078	800401	EPP - 2681		Westinghouse Electric Company LLC	Kevin Brode	EPP Agreement	\$0.00 - See FN. 1
13079	800402	EPP - 2677		Westinghouse Electric Company LLC	Kevin Kutchenriter	EPP Agreement	\$0.00 - See FN. 1
13080	800403	EPP - 2662		Westinghouse Electric Company LLC	Kyle Harsche	EPP Agreement	\$0.00 - See FN. 1
13081	800404	EPP - 2668		Westinghouse Electric Company LLC	Laura Livingston	EPP Agreement	\$0.00 - See FN. 1
13082	800405	EPP - 2643		Westinghouse Electric Company LLC	Leigh Pogue	EPP Agreement	\$0.00 - See FN. 1
13083	800406	EPP - 3250		Westinghouse Electric Company LLC	Lewis Hoffman Jr	EPP Agreement	\$0.00 - See FN. 1
13084	800407	EPP - 2715		Westinghouse Electric Company LLC	Lisa Campagna	EPP Agreement	\$0.00 - See FN. 1
13085	800408	EPP - 1832		Westinghouse Electric Company LLC	Mario Carelli	EPP Agreement	\$0.00 - See FN. 1
13086	800409	EPP - 1006		Westinghouse Electric Company LLC	Mark Lewis	EPP Agreement	\$0.00 - See FN. 1

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13087	800410	EPP - 2705		Westinghouse Electric Company LLC	Mark Marano	EPP Agreement	\$0.00 - See FN. 1
13088	800411	EPP - 2619		Westinghouse Electric Company LLC	Mark Stickel	EPP Agreement	\$0.00 - See FN. 1
13089	800412	EPP - 1719		Westinghouse Electric Company LLC	Marsha Bayne	EPP Agreement	\$0.00 - See FN. 1
13090	800413	EPP - 1654		Westinghouse Electric Company LLC	Meena Mutyala	EPP Agreement	\$0.00 - See FN. 1
13091	800414	EPP - 1007		Westinghouse Electric Company LLC	Michael Comiskey	EPP Agreement	\$0.00 - See FN. 1
13092	800415	EPP - 2679		Westinghouse Electric Company LLC	Michael Kirst	EPP Agreement	\$0.00 - See FN. 1
13093	800416	EPP - 2699		Westinghouse Electric Company LLC	Michael Latsko	EPP Agreement	\$0.00 - See FN. 1
13094	800417	EPP - 3258		Westinghouse Electric Company LLC	Michael Schork	EPP Agreement	\$0.00 - See FN. 1
13095	800418	EPP - 2601		Westinghouse Electric Company LLC	Michael Sweeney	EPP Agreement	\$0.00 - See FN. 1
13096	800419	EPP - 1779		Westinghouse Electric Company LLC	Michael Wilson	EPP Agreement	\$0.00 - See FN. 1
13097	800420	EPP - 1938		Westinghouse Electric Company LLC	Michael Young	EPP Agreement	\$0.00 - See FN. 1
13098	800421	EPP - 2728		Westinghouse Electric Company LLC	Michele DeWitt	EPP Agreement	\$0.00 - See FN. 1
13099	800422	EPP - 2172		Westinghouse Electric Company LLC	Michele Gutman	EPP Agreement	\$0.00 - See FN. 1
13100	800423	EPP - 1008		Westinghouse Electric Company LLC	Moshe Mahlab	EPP Agreement	\$0.00 - See FN. 1
13101	800424	EPP - 2710		Westinghouse Electric Company LLC	Muhannad Shaqqo	EPP Agreement	\$0.00 - See FN. 1
13102	800425	EPP - 1678		Westinghouse Electric Company LLC	Nicholas Liparulo	EPP Agreement	\$0.00 - See FN. 1
13103	800426	EPP - 1877		Westinghouse Electric Company LLC	Panduranga Mandava	EPP Agreement	\$0.00 - See FN. 1
13104	800427	EPP - 1676		Westinghouse Electric Company LLC	Peter Harden IV	EPP Agreement	\$0.00 - See FN. 1
13105	800428	EPP - 2682		Westinghouse Electric Company LLC	Peter Leombruni	EPP Agreement	\$0.00 - See FN. 1
13106	800429	EPP - 2722		Westinghouse Electric Company LLC	Quang Nguyen	EPP Agreement	\$0.00 - See FN. 1
13107	800430	EPP - 1833		Westinghouse Electric Company LLC	R David Aynardi	EPP Agreement	\$0.00 - See FN. 1
13108	800431	EPP - 2691		Westinghouse Electric Company LLC	Randolph Galm	EPP Agreement	\$0.00 - See FN. 1
13109	800432	EPP - 1823		Westinghouse Electric Company LLC	Regis Matzie	EPP Agreement	\$0.00 - See FN. 1
13110	800433	EPP - 2673		Westinghouse Electric Company LLC	Ricardo Llovet	EPP Agreement	\$0.00 - See FN. 1
13111	800434	EPP - 3279		Westinghouse Electric Company LLC	Ricardo Perez	EPP Agreement	\$0.00 - See FN. 1
13112	800435	EPP - 2652		Westinghouse Electric Company LLC	Richard Easterling	EPP Agreement	\$0.00 - See FN. 1
13113	800436	EPP - 1735		Westinghouse Electric Company LLC	Richard Etling	EPP Agreement	\$0.00 - See FN. 1
13114	800437	EPP - 1733		Westinghouse Electric Company LLC	Richard Gabbianelli	EPP Agreement	\$0.00 - See FN. 1
13115	800438	EPP - 1874		Westinghouse Electric Company LLC	Richard Gerwels	EPP Agreement	\$0.00 - See FN. 1

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13116	800439	EPP - 1892		Westinghouse Electric Company LLC	Richard Kaiser	EPP Agreement	\$0.00 - See FN. 1
13117	800440	EPP - 1709		Westinghouse Electric Company LLC	Richard Propst	EPP Agreement	\$0.00 - See FN. 1
13118	800441	EPP - 1708		Westinghouse Electric Company LLC	Richard Wolfe	EPP Agreement	\$0.00 - See FN. 1
13119	800442	EPP - 1624		Westinghouse Electric Company LLC	Rita Bowser	EPP Agreement	\$0.00 - See FN. 1
13120	800443	EPP - 2623		Westinghouse Electric Company LLC	Robert Buechel	EPP Agreement	\$0.00 - See FN. 1
13121	800444	EPP - 3281		Westinghouse Electric Company LLC	Robert Inniss	EPP Agreement	\$0.00 - See FN. 1
13122	800445	EPP - 3248		Westinghouse Electric Company LLC	Robert Schumacher	EPP Agreement	\$0.00 - See FN. 1
13123	800446	EPP - 1327		Westinghouse Electric Company LLC	Robert Vijuk	EPP Agreement	\$0.00 - See FN. 1
13124	800447	EPP - 1713		Westinghouse Electric Company LLC	Robert Zogman	EPP Agreement	\$0.00 - See FN. 1
13125	800448	EPP - 1631		Westinghouse Electric Company LLC	Ronald Weisser	EPP Agreement	\$0.00 - See FN. 1
13126	800449	EPP - 3242		Westinghouse Electric Company LLC	Rosalie Barsotti	EPP Agreement	\$0.00 - See FN. 1
13127	800450	EPP - 3285		Westinghouse Electric Company LLC	Russell Bussard Jr	EPP Agreement	\$0.00 - See FN. 1
13128	800451	EPP - 3278		Westinghouse Electric Company LLC	Sadler Rupprecht	EPP Agreement	\$0.00 - See FN. 1
13129	800452	EPP - 1732		Westinghouse Electric Company LLC	Samuel McDonald III	EPP Agreement	\$0.00 - See FN. 1
13130	800453	EPP - 1869		Westinghouse Electric Company LLC	Sarah Maybray	EPP Agreement	\$0.00 - See FN. 1
13131	800454	EPP - 2631		Westinghouse Electric Company LLC	Stephen Ira	EPP Agreement	\$0.00 - See FN. 1
13132	800455	EPP - 2674		Westinghouse Electric Company LLC	Stephen Mondrowski	EPP Agreement	\$0.00 - See FN. 1
13133	800456	EPP - 1731		Westinghouse Electric Company LLC	Stephen Tritch	EPP Agreement	\$0.00 - See FN. 1
13134	800457	EPP - 1867		Westinghouse Electric Company LLC	Steven Riggs	EPP Agreement	\$0.00 - See FN. 1
13135	800458	EPP - 2600		Westinghouse Electric Company LLC	Sumit Ray	EPP Agreement	\$0.00 - See FN. 1
13136	800459	EPP - 1009		Westinghouse Electric Company LLC	Susan Bentley	EPP Agreement	\$0.00 - See FN. 1
13137	800460	EPP - 2688		Westinghouse Electric Company LLC	T. Graham Cable	EPP Agreement	\$0.00 - See FN. 1
13138	800461	EPP - 3286		Westinghouse Electric Company LLC	Terry Bartman	EPP Agreement	\$0.00 - See FN. 1
13139	800462	EPP - 2716		Westinghouse Electric Company LLC	Terry Rudek	EPP Agreement	\$0.00 - See FN. 1
13140	800463	EPP - 1721		Westinghouse Electric Company LLC	Thomas Dent	EPP Agreement	\$0.00 - See FN. 1
13141	800464	EPP - 1010		Westinghouse Electric Company LLC	Thomas Henderson	EPP Agreement	\$0.00 - See FN. 1
13142	800465	EPP - 1879		Westinghouse Electric Company LLC	Thomas Markovich	EPP Agreement	\$0.00 - See FN. 1
13143	800466	EPP - 2568		Westinghouse Electric Company LLC	Thomas Smentek	EPP Agreement	\$0.00 - See FN. 1
13144	800467	EPP - 2628		Westinghouse Electric Company LLC	Thomas Weir	EPP Agreement	\$0.00 - See FN. 1

Line #	AP Contract ID	Contract ID / PO Number	Contract ID 2 / SAP PO Number	Debtor	Counterparty	Contract Description	Cure Costs
13145	800468	EPP - 1722		Westinghouse Electric Company LLC	Timothy Collier	EPP Agreement	\$0.00 - See FN. 1
13146	800469	EPP - 1623		Westinghouse Electric Company LLC	Tor Osmundsen	EPP Agreement	\$0.00 - See FN. 1
13147	800470	EPP - 1780		Westinghouse Electric Company LLC	Vincent Esposito	EPP Agreement	\$0.00 - See FN. 1
13148	800471	EPP - 2648		Westinghouse Electric Company LLC	William Cummins	EPP Agreement	\$0.00 - See FN. 1
13149	800472	EPP - 1011		Westinghouse Electric Company LLC	William Macecevic III	EPP Agreement	\$0.00 - See FN. 1
13150	800473	EPP - 2709		Westinghouse Electric Company LLC	William Poirier	EPP Agreement	\$0.00 - See FN. 1
13151	800474	EPP - 1786		Westinghouse Electric Company LLC	William Rice	EPP Agreement	\$0.00 - See FN. 1
13152	800475	EPP - 1785		Westinghouse Electric Company LLC	William Staley Jr	EPP Agreement	\$0.00 - See FN. 1
13153	800476	EPP - 1714		Westinghouse Electric Company LLC	William Whitehead	EPP Agreement	\$0.00 - See FN. 1
13154	800477	EPP - 1736		Westinghouse Electric Company LLC	Willis Middlebrooks III	EPP Agreement	\$0.00 - See FN. 1
13155	800478	EPP - 1012		Westinghouse Electric Company LLC	Wilmer Gangloff Jr	EPP Agreement	\$0.00 - See FN. 1
13156	800479	EPC - 1013		Westinghouse Electric Company LLC	Alight Solutions	EPP Agreement	\$0.00 - See FN. 1

FN. 1. Any Post-Petition defaults to be cured in accordance with an order approving the Motion of Debtors for Authorization to Amend the Chapter 11 Plan and Plan Funding Agreement and for Related Relief, dated July 23, 2018.

**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 \$3.762 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>.