

**UNITED STATES OF AMERICA
NUCLEAR REGULATORY COMMISSION
BEFORE THE COMMISSION**

In the Matter of)	
)	Docket Nos. 52-040
Florida Power & Light Co.)	52-041
Turkey Point Units 6 & 7)	
)	April 18, 2017
Combined Construction and License)	
Application)	
_____)	

**PETITION FOR LEAVE TO INTERVENE IN A HEARING ON
FLORIDA POWER & LIGHT COMPANY'S COMBINED CONSTRUCTION
AND OPERATING LICENSE APPLICATION FOR TURKEY POINT
UNITS 6 & 7 AND FILE A NEW CONTENTION**

On June 30, 2009, Florida Power & Light Co. (“FPL” or “the company”) filed a Combined License (“COL”) Application under 10 C.F.R. Part 52, for Turkey Point Units 6 and 7 in Miami-Dade County, Florida. The Nuclear Regulatory Commission (“NRC” or “the Commission”) and U.S. Army Corps of Engineers made available the Final Environmental Impact Statement (“FEIS”) on October 28, 2016 and published a notice of availability of the FEIS on November 2, 2016 in the Federal Register. Pursuant to the Atomic Safety and Licensing Board’s (“ASLB”) Final Scheduling Order, the deadline for filing new or amended contentions to the FEIS was Tuesday, November 22, 2016.¹ The Final Safety Evaluation Report (“FSER”) was made available on November 10, 2016. Pursuant to the ASLB’s Final Scheduling Order, the deadline for filing new or amended contentions to the FSER was Friday, December 9, 2016.²

¹ *Turkey Point Units 6 & 7*, Order (Amending Final Scheduling Order), ML16327A189 (November 22, 2016).

² *Id.*

Petitioners, the City of Miami (“the City”), a Florida municipality;³ the Village of Pinecrest (“Pinecrest”), a Florida municipality;⁴ and the City of South Miami (“South Miami”) (collectively, “Petitioners”) meet the requirements for standing to intervene in the Commission’s action on FPL’s application, offer at least one admissible contention, and have demonstrated good cause for filing new or amended contentions, and therefore seek leave to intervene.

³ The City is currently permitted to participate in these proceedings as an interested local governmental body pursuant to 10 C.F.R. § 2.315(c). *See Turkey Point Units 6 & 7, Memorandum and Order (Denying the City of Miami’s Petition to Intervene, But Granting Its Request to Participate as an Interested Local Governmental Body)*, LBP-15-19 (June 10, 2015).

⁴ Pinecrest is currently permitted to participate in these proceedings as an interested local governmental body pursuant to 10 C.F.R. § 2.315(c). *See Turkey Point Units 6 & 7, Memorandum and Order (Ruling on Petitions to Intervene)*, LBP-11-06 (February 28, 2011).

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I. STANDING

Pursuant to 10 C.F.R. § 2.309, in addition to proposing at least one admissible contention, a petitioner wishing to intervene in a licensing proceeding must have standing. When a local government seeks to participate in an NRC licensing proceeding, the Commission grants standing under the “proximity presumption.”⁵ A municipality establishes standing under the “proximity presumption” if a municipality’s residents live within fifty (50) miles of the facility.⁶ The proximity presumption effectively dispenses of the need for a petitioner to make an affirmative showing of injury, causation, and redressability.⁷

The City is a Florida municipal corporation incorporated in 1896 and located twenty-five (25) miles from Turkey Point. Additionally, FPL’s proposed transmission corridor originating at the company’s Davis substation and terminating at the FPL’s Miami substation is located directly within the City’s limits. It is worth noting that this Commission has already held, and NRC Staff has acknowledged, that the City of Miami has sufficiently established standing because it is a Florida municipal corporation located

⁵ See Florida Power and Light Co. (Turkey Point Nuclear Generating Plant, Units 6 and 7), 73 N.R.C. 149, 170 (2011); Calvert Cliffs 3 Nuclear Project LLC, and Unistar Nuclear Operating Services, LLC (Combined License Application for Calvert Cliffs, Unit 3), 2009 WL 3297553 at *2 (Oct. 13, 2009) (“In practice, we have found standing based on this ‘proximity presumption’ if a petitioner (or a representative of a petitioner organization) resides within approximately 50 miles of the facility in question.”); Shaw AREVA MOX Servs. (Mixed Oxide Fuel Fabrication Facility), 66 N.R.C. 169, 182-83 (2007) (“In nuclear power reactor construction permit and operating license proceedings, a 50-mile proximity presumption is recognized for standing purposes . . .”).

⁶ See Florida Power and Light Co. (Turkey Point Nuclear Generating Plant, Units 6 and 7), 73 N.R.C. 149, 170 (2011) (“[A] municipality satisfies Commission standing requirements in a reactor licensing proceeding by showing either that its residents live within 50 miles of the facility, or that its boundaries extend to within 50 miles of the facility.”).

⁷ See *Turkey Point Units 6 and 7*, Memorandum and Order (Denying the City of Miami’s Petition to Intervene, But Granting Its Request to Participate as an Interested Local Governmental Body), LBP-15-19 at 4 (June 10, 2015).

twenty-five (25) miles from Turkey Point and because FPL's transmission corridor is located within the City's limits.⁸

Pinecrest is a Florida municipal corporation, established on March 12, 1996, by vote of the qualified electors of the area adopting the Village Charter. The entirety of the municipality is situated less than twenty (20) miles from Turkey Point and is located directly within FPL's proposed transmission corridor originating at the company's Davis substation located to the west of the southwestern corner of the municipal limits and terminating at FPL's Miami substation approximately eight (8) to ten (10) miles northeast of Pinecrest's northern-most border. It is worth noting that this Commission has already held, and neither NRC Staff nor FPL disputed, that Pinecrest established standing because it is a Florida municipal corporation populated by about 20,000 residents and situated in its entirety within twenty (20) miles of the Turkey Point site.⁹

South Miami is a Florida municipal corporation established on June 24, 1927 and is located approximately twenty (20) miles from Turkey Point. South Miami is also located directly within FPL's proposed transmission corridor originating at the company's Davis substation located to the west of the southwestern corner of the municipal limits and terminating at FPL's Miami substation approximately seven (7) miles northeast of South Miami's northern-most border.

Based on the foregoing, the Petitioner's have standing to intervene in this proceeding as a matter of right.

⁸ *Id.* ("Miami is a 'Florida municipal corporation . . . located 25 miles from Turkey Point' and 'FPL's proposed transmission corridor . . . is located directly within [Miami's] limits.' As the NRC Staff acknowledges, this alone is sufficient for Miami to establish standing under the proximity presumption.").

⁹ *See Turkey Point Units 6 & 7*, Memorandum and Order (Ruling on Petitions to Intervene), LBP-11-06 at 114 (February 28, 2011) ("[W]e conclude Pinecrest has standing to intervene in this proceeding.").

II. LEGAL STANDARDS FOR CONTENTIONS

Pursuant to 10 C.F.R. § 2.309, “[a]ny person whose interest may be affected by a proceeding and who desires to participate as a party must file a written request for hearing and a specification of the contentions which the person seeks to have litigated in the hearing.” A proposed new contention must satisfy the following six-factor contention admissibility standard:

1. Provide a specific statement of the issue of law or fact to be raised or controverted;
2. Provide a brief explanation of the basis for the contention;
3. Demonstrate that the issue raised in the contention is within the scope of the proceeding;
4. Demonstrate that the issue raised in the contention is material to the findings the NRC must make to support the action that is involved in the proceeding;
5. Provide a concise statement of the alleged facts or expert opinions which support the petitioner's position on the issue along with references to the specific sources and documents; and
6. Provide sufficient information to show that a genuine dispute exists with the applicant on a material issue of law or fact, including references to specific portions of the application (including the applicant's environmental report and safety report) that the petitioner disputes and the supporting reasons for each dispute, or, if the petitioner believes that the application fails to contain information on a relevant matter as required by law, the identification of each failure and the supporting reasons for the petitioner's belief.¹⁰

Generally, new or amended contentions shall be filed on or before deadlines established under 10 C.F.R. § 2.309(b) or by the Commission. However, upon a showing of good cause, the presiding officer may entertain a new or amended contention filed after the deadline.¹¹ Good cause is established when the petitioner demonstrates that:

¹⁰ 10 C.F.R. § 2.309(f).

¹¹ 10 C.F.R. § 2.309(c).

1. The information upon which the filing is based was not previously available;
2. The information upon which the filing is based is materially different from information previously available; and
3. The filing has been submitted in a timely fashion based on the availability of the subsequent information.¹²

III. CONTENTION

Contention 1: The FSER is deficient in concluding that FPL has demonstrated that it possesses or has reasonable assurance of obtaining the funds necessary to cover estimated construction costs and related fuel cycle costs and FPL has failed to indicate source(s) of funds to cover these costs.

The Commission may issue a COL if it makes six (6) findings as outlined in 10 C.F.R. § 52.97. One finding that must be made by the Commission is that “[t]he applicant is technically and *financially qualified* to engage in the activities authorized”¹³ In order to demonstrate that the applicant is financially qualified, an electric utility applicant must submit information sufficient to demonstrate to the Commission the financial qualifications of the applicant to carry out the activities for which the permit or license is sought.¹⁴ If the application is for a combined operating license, the applicant shall submit, among other items, information that demonstrates that the applicant possesses or has reasonable assurance of obtaining the funds necessary to cover estimated construction costs and related fuel cycle costs.¹⁵ The applicant is also required to indicate the sources of funds necessary to cover the estimated construction and fuel cycle costs.¹⁶

¹² *Id.*

¹³ 10 C.F.R. § 52.97(a)(1)(iv) (emphasis added).

¹⁴ 10 C.F.R. § 50.33(f).

¹⁵ 10 C.F.R. § 50.33(f)(1).

¹⁶ *Id.*

The FSER states, in relevant part, that “FPL expects to recover the cost of constructing the facility in accordance with Florida Statute 366.93, ‘Cost Recovery for the Siting, Design, Licensing, and Construction of Nuclear and Integrated Gasification Combined Cycle Power Plants,’ and Florida Administrative Code R.25-6.0423, ‘Nuclear or Integrated Gasification Combined Cycle Power Plant Cost Recovery.’”¹⁷ The FSER further states that “FPL expects to finance this project through a mixture of internally generated cash and external funding” and clarifies that “[t]he external funding will come from a mix of debt and equity capital.”¹⁸ The NRC Staff ultimately concluded that FPL had sufficient capacity to fund this project through “internally generated operating cash flows, commercial paper and bank facilities, and long-term debt and equity capital markets; and will recover the cost of constructing the facility in accordance with Florida Statute 366.93 and Florida Administrative Code R.25-6.0423.”¹⁹

However, on March 29, 2017, Westinghouse Electric Company LLC (“Westinghouse”), as well as its parent company and subsidiaries, filed for Chapter 11 Bankruptcy.²⁰ Westinghouse designs and builds the AP1000 nuclear reactors that are the subject of the current COL application and proceedings. FPL executed a Reservation Agreement with Westinghouse for the:

reservation of manufacturing space for the manufacture of long lead time forgings, consisting of twenty-three (23) total long lead time forgings for each AP1000 unit including nine (9) for each steam generator and five (5)

¹⁷ FSER at 1-38.

¹⁸ *Id.*

¹⁹ *Id.* at 1-39.

²⁰ *In re Westinghouse Elec. Co.*, No. 17-10175-mew (Bankr. S.D.N.Y. filed Mar. 29, 2017) (hereinafter, “Exhibit A”).

for the reactor vessel (the “Components”) for [FPL’s] proposed Turkey Point Nuclear Plant Units 6 and 7²¹

Paragraph 4(b) of the Reservation Agreement states that the Reservation Agreement automatically terminates upon the filing of a petition or application for bankruptcy by FPL or Westinghouse.²² Paragraph 2 of the Reservation Agreement contemplates that FPL and Westinghouse will negotiate and execute a Definitive Agreement for the purchase and sale of the Components prior to the expiration of the Reservation Agreement.²³ However, as of March 1, 2017, the expiration of the Reservation Agreement was extended and there is no evidence that FPL entered into a Definitive Agreement or any other Agreement with Westinghouse for the construction of Turkey Point Units 6 and 7.²⁴ The Petitioners are unaware of any other agreements entered into between FPL and Westinghouse.

Further, reports have indicated that Toshiba and Westinghouse are moving away from the business of constructing nuclear reactors.²⁵ While Toshiba and Westinghouse have indicated that they intend to complete the construction of the nuclear reactors currently under construction in Georgia and South Carolina, they have also indicated that Toshiba and Westinghouse’s future involvement with nuclear plants will be limited to selling its designs.²⁶

²¹ Reservation Agreement between Westinghouse Electric Company and Florida Power & Light Company (hereinafter, “Exhibit B”).

²² Exhibit B.

²³ Exhibit B.

²⁴ See Testimony of Steven D. Scroggs, March 1, 2017, Document No. 02627-17, Docket No. 170009-EI at 16-17 (available at <http://www.psc.state.fl.us/library/filings/17/02627-17/02627-17.pdf>).

²⁵ Russell Gold and Takashi Mochizuki, *Toshiba to Exit Nuclear Construction Business*, Wall St. J. (Jan. 31, 2017), <http://www.wsj.com/articles/toshibatoexitnuclearconstructionbusiness1485887107> (hereinafter, “Exhibit C”).

²⁶ See Exhibit C.

Without any agreements for the construction of Turkey Point Units 6 and 7, FPL will be unable to recover any costs for the construction of these nuclear units through Nuclear Advanced Cost Recover under Section 366.93, Florida Statutes (“F.S.”). Section 366.93, F.S., allows FPL to annually petition the Florida Public Service Commission (“FPSC”) to allow FPL to recover costs through its rates. In order for the FPSC to approve FPL’s petition, FPL must demonstrate that its expenditures in furtherance of the Turkey Point Units 6 & 7 project are reasonable and prudent.²⁷ The FPSC further requires FPL to demonstrate that the Turkey Point Units 6 & 7 project remains feasible.²⁸ Specifically, the electric utility company is required to submit,

[F]or [FPSC] review and approval a detailed analysis of the long-term feasibility of completing the power plant. Such analysis shall include evidence that the utility intends to construct the nuclear or integrated gasification combined cycle power plant by showing that it has committed sufficient, meaningful, and available resources to enable the project to be completed and that its intent is realistic and practical.²⁹

If the electric utility fails to demonstrate that the expenditures are reasonable and prudent, and that the project is still feasible, then the FPSC cannot allow FPL to recover costs through its rates.

FPL failed to file a feasibility study in the 2016 Nuclear Cost Recovery Docket and subsequently requested to defer any cost recovery to the 2017 Nuclear Cost Recovery Docket and noted that it plans to file a feasibility analysis in the 2017 Nuclear Cost Recovery Docket.³⁰ Due to FPL’s failure to file a feasibility study, as of 2016 there has

²⁷ FLA. ADMIN. CODE r.25-6.0423(6)(c)(2)

²⁸ FLA. ADMIN. CODE r.25-6.0423(6)(c)(5).

²⁹ *Id.*

³⁰ *In re Nuclear cost recovery clause* (Order Granting Florida Power and Light Company’s Motion to Defer Consideration of Issues and Cost Recovery), Order No. PSC-16-0266-PCO-EI, Docket No. 160009-EI (available at <http://www.psc.state.fl.us/library/filings/16/04478-16/04478-16.pdf>).

been no determination that the costs incurred by FPL for this project are reasonable or prudent, nor is there any indication that the project remains feasible.

With no agreements for the construction of Turkey Point Units 6 and 7, the filing of bankruptcy by Westinghouse and its parent company and subsidiaries, and reports that Westinghouse will not be constructing any new reactors in the U.S., it has become abundantly clear that as of March 29, 2017 the project is no longer feasible and that any further expenditures by FPL towards the construction of these units are no longer reasonable or prudent. Consequently, the ability for FPL to recover any costs through Nuclear Advanced Cost Recover under Section 366.93, F.S., has vanished and a major source of funding the construction of the nuclear facilities has disappeared as well.

Moreover, of the four funding sources identified by staff in the FSER for the construction of the nuclear reactors, the external funding sources (commercial paper and bank facilities, and long-term debt and equity capital markets) will be more difficult to secure, if at all, without any guarantee that the nuclear reactors will get built and generate electricity and revenue. Further, there is no evidence that an entity or entities are currently retained or readily available to construct a project that has high risk³¹ and that is already on the high-end of the estimated project cost range (\$20.0 Billion).³²

Therefore, despite the FSER's finding that FPL is financially qualified to carry out this project, as of March 29, 2017, a genuine dispute exists as to whether FPL is still financially qualified to carry out this project. As of March 29, 2017, the FSER lacks

³¹ Exhibit C ("Toshiba's future involvement with nuclear plants will be limited to selling its designs; it will let other companies handle the risk of building the facilities . . .").

³² Testimony of Steven D. Scroggs, April 27, 2016, Document No. 02544-16, Docket No. 160009-EI, at 9 (available at <http://www.psc.state.fl.us/library/filings/16/02544-16/02544-16.pdf>) ("[T]hrough 2017, FPL estimates it will have spent approximately 1.5% of the high end of the estimated project cost range (\$20.0 billion).").

sufficient information to demonstrate that the applicant possesses or has reasonable assurance of obtaining the funds necessary to cover estimated construction costs and related fuel cycle costs. For the aforementioned reasons, the Petitioners submit that the FSER is deficient in concluding that FPL has demonstrated that it possesses or has reasonable assurance of obtaining the funds necessary to cover estimated construction costs and related fuel cycle costs and FPL has failed to indicate source(s) of funds to cover these costs.

IV. THE PETITIONERS HAVE ESTABLISHED GOOD CAUSE TO FILE A NEW CONTENTION

A petitioner must establish good cause to file new or amended contentions subsequent to the filing deadline.³³ Although the deadline to file new contentions on the FSER was December 9, 2016, Westinghouse did not file for bankruptcy until March 29, 2017 and this new information did not become available until the date of filing.

Moreover, as is discussed in detail in Section III of this filing, the information is materially different from information previously available because upon Westinghouse filing for bankruptcy, FPL's Reservation Agreement automatically terminated, FPL no longer has any guarantees that the nuclear reactors will be constructed, and FPL no longer can demonstrate that it possesses or has reasonable assurance of obtaining the funds necessary to cover the estimated construction costs and related fuel cycle costs.

Finally, this filing has been submitted in a timely fashion based on the availability of the subsequent information. Westinghouse filed for bankruptcy on March 29, 2017 and the filing was docketed on the same day at 3:05 P.M. EST.³⁴ The Petitioners could not

³³ 10 C.F.R. § 2.309(c).

³⁴ Exhibit A.

have filed this by the deadline established in the Commission's November 22, 2016 Order³⁵ and has electronically filed this petition in a timely fashion ensuring compliance with all the requirements set forth in 10 C.F.R. § 2.309.

V. CONCLUSION

Wherefore, the Petitioners have demonstrated standing as required by 10 C.F.R. § 2.309, have proposed at least one admissible contention, and have demonstrated good cause, the Petitioners should be granted leave to intervene as a full party and be granted a hearing on its contention.

Respectfully submitted this 18th day of April, 2017.

Signed electronically by: /s/ Xavier E. Albán

VICTORIA MÉNDEZ, City Attorney
KERRI L. MCNULTY, Assistant City Attorney
XAVIER E. ALBÁN, Assistant City Attorney
Counsel for the City of Miami
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³⁵ *Turkey Point Units 6 & 7*, Order (Amending Final Scheduling Order), ML16327A189 (November 22, 2016).

VI. NOTICE OF APPEARANCE OF DESIGNATED REPRESENTATIVE

For the purposes of compliance with 10 C.F.R. §§ 2.314(b) and 2.315(c), the City designates as its representative at hearing:

Xavier E. Albán
(Fla. Bar No. 113224)
Assistant City Attorney
The City of Miami
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(305) 416-1801 (facsimile)
xealban@miamigov.com

Mr. Alban, appearing in a representative capacity for the City, when necessary, shall be the person designated to introduce evidence, interrogate witnesses where cross-examination by the parties is permitted, advise the Commission with respect to issues raised in the proceeding, file proposed findings of fact if any be permitted, and petition for review by the Commission under § 2.341 with respect to admitted contentions.

Signed electronically by: /s/ Xavier E. Albán
VICTORIA MÉNDEZ, City Attorney
KERRI L. MCNULTY, Assistant City Attorney
XAVIER E. ALBÁN, Assistant City Attorney
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For the purposes of compliance with 10 C.F.R. §§ 2.314(b) and 2.315(c),
Pinecrest designates as its representative at hearing:

William C. Garner
(Fla. Bar No. 577189)
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
(850) 224-4070
(850) 224-4073 (facsimile)
bgarner@ngnlaw.com
Attorney for the Village of Pinecrest

Mr. Garner, appearing in a representative capacity for Pinecrest, when necessary, shall be the person designated to introduce evidence, interrogate witnesses where cross-examination by the parties is permitted, advise the Commission with respect to issues raised in the proceeding, file proposed findings of fact if any be permitted, and petition for review by the Commission under § 2.341 with respect to admitted contentions.

Executed in Accord
with 10 CFR 2.304(d):

/s/ William C. Garner
William C. Garner
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Attorney for the Village of Pinecrest

For the purposes of compliance with 10 C.F.R. §§ 2.314(b) and 2.315(c), South Miami designates as its representative at hearing:

Thomas F. Pepe
(Fla. Bar No. 183230)
City Attorney
City of South Miami
1450 Madruga Avenue, Suite 202
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tpepe@southmiamifl.gov

Mr. Pepe, appearing in a representative capacity for South Miami, when necessary, shall be the person designated to introduce evidence, interrogate witnesses where cross-examination by the parties is permitted, advise the Commission with respect to issues raised in the proceeding, file proposed findings of fact if any be permitted, and petition for review by the Commission under § 2.341 with respect to admitted contentions.

Executed in Accord
with 10 CFR 2.304(d):

/s/ Thomas F. Pepe
THOMAS F. PEPE, City Attorney
Counsel for the City of South Miami
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tpepe@southmiamifl.gov

VII. CERTIFICATE OF SERVICE

I hereby certify that on April 18, 2017, I electronically filed the foregoing petition with the electronic filing system of the U.S. Nuclear Regulatory Commission and that persons and parties of record were electronically served.

Signed electronically by: /s/ Xavier E. Albán

VICTORIA MÉNDEZ, City Attorney
KERRI L. MCNULTY, Assistant City Attorney
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Exhibit A

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of New York

(State)

Case number (if known): Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Westinghouse Electric Company LLC

2. All other names debtor used in the last 8 years

Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 52-2140933

4. Debtor's address

Principal place of business

Mailing address, if different from principal place of business

1000 Westinghouse Drive
Number Street

Number Street

P.O. Box

Cranberry Township Pennsylvania 16066
City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

Butler
County

Number Street

City State ZIP Code

5. Debtor's website (URL) www.westinghousenuclear.com

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify:

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax- entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5413 – Architectural, Engineering, and Related Services;
5419 – Other Technical Services

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. Check all that apply:
- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?☒ No

☐ Yes District _____ When _____ Case number _____
 MM/ DD/ YYYY
 District _____ When _____ Case number _____
 MM / DD/ YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?☐ No

☒ Yes Debtor See attached Schedule 1 Relationship _____
 District _____ When _____
 Case number, if known _____ MM / DD/ YYYY

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in this district?*Check all that apply:*

- ☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?☐ No☒ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.**Why does the property need immediate attention?** *(Check all that apply.)*☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☒ Other See attached Schedule 2**Where is the property?**See attached Schedule 2

Number

Street

City

State

ZIP Code

Is the property insured?☐ No☒ Yes. Insurance agencySee attached Schedule 2

Contact Name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds*Check one:*

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors☐ 1-49☒ 1,000-5,000☐ 25,001-50,000☐ 50-99☐ 5,001-10,000☐ 50,001-100,000☐ 100-199☐ 10,001-25,000☐ More than 100,000☐ 200-999**15. Estimated assets**☐ \$0-\$50,000☐ \$1,000,001-\$10 million☐ \$500,000,001-\$1 billion☐ \$50,001-\$100,000☐ \$10,000,001-\$50 million☒ \$1,000,000,001-\$10 billion☐ \$100,001-\$500,000☐ \$50,000,001-\$100 million☐ \$10,000,000,001-\$50 billion☐ \$500,001-\$1 million☐ \$100,000,001-\$500 million☐ More than \$50 billion**16. Estimated liabilities**☐ \$0-\$50,000☐ \$1,000,001-\$10 million☐ \$500,000,001-\$1 billion☐ \$50,001-\$100,000☐ \$10,000,001-\$50 million☒ \$1,000,000,001-\$10 billion☐ \$100,001-\$500,000☐ \$50,000,001-\$100 million☐ \$10,000,000,001-\$50 billion☐ \$500,001-\$1 million☐ \$100,000,001-\$500 million☐ More than \$50 billion

Westinghouse Electric Company LLC
Name

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Case number (if known)

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/29/2017
MM / DD / YYYY

✕

/s/ Lisa J. Donahue

Signature of authorized representative of debtor

Lisa J. Donahue

Printed name

Chief Transition and Development Officer

Title

18. Signature of attorney

✕

/s/ Gary T. Holtzer

Signature of attorney for debtor

Date

03/29/2017

MM / DD / YYYY

Gary T. Holtzer

Printed Name

Weil, Gotshal & Manges LLP

Firm Name

767 Fifth Avenue

Number Street

New York, NY 10153

City/State/Zip

(212) 310-8000

Contact phone

Gary.Holtzer@weil.com

Contact email address

2401859

Bar Number

NY

State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). A motion will be filed with the Court requesting that the chapter 11 cases of the entities listed below be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure. Additional information about the relationship between each entity is contained in the *Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, which has been filed contemporaneously herewith.

COMPANY	CASE NUMBER	DATE FILED	DISTRICT	JUDGE
Toshiba Nuclear Energy Holdings (UK) Limited	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Westinghouse Electric Company LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
CE Nuclear Power International, Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Fauske and Associates LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Field Services, LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Nuclear Technology Solutions LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
PaR Nuclear Holding Co., Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
PaR Nuclear, Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
PCI Energy Services LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Shaw Global Services, LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Shaw Nuclear Services, Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Stone & Webster Asia Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Stone & Webster Construction Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Stone & Webster International Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Stone & Webster Services LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
TSB Nuclear Energy Services Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Carolina Energy Solutions, Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Carolina Energy Solutions, LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Engineering Services Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Equipment & Machining Solutions, LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Specialty LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WEC Welding and Machining, LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WECTEC Contractors Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending

COMPANY	CASE NUMBER	DATE FILED	DISTRICT	JUDGE
WECTEC Global Project Services Inc.	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WECTEC LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
WECTEC Staffing Services LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Westinghouse Energy Systems LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Westinghouse Industry Products International Company LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Westinghouse International Technology LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending
Westinghouse Technology Licensing Company LLC	17-_____()	March 29, 2017	S.D.N.Y.	Pending

Schedule 2

Property Requiring Attention

The Debtors own and lease certain real property and personal property at sites that (i) are or have been used in connection with nuclear materials or for other activities that require, or in the future will require, remediation or decommissioning, or (ii) are otherwise used to produce and/or store potentially hazardous materials used in the production of nuclear fuel, including uranium. Accordingly, out of an abundance of caution, the Debtors have identified below such sites as holding real property or personal property that may require immediate attention.

For the avoidance of doubt, the Debtors do not believe that such property poses, or is alleged to pose, any threat of imminent and identifiable hazard to public health or safety. To the best of their knowledge and belief, the Debtors are in full compliance with all applicable environmental laws and regulations, and only possess and utilize in their operations radiological or other hazardous materials for which they have acquired the necessary permits and/or licenses pursuant to the applicable laws and regulations.

Each of the properties listed herein is insured by one or more of the following insurance providers:

- i. American Nuclear Insurers (“**ANI**”) provides nuclear liability insurance.
- ii. NRI Insurance Services (“**NRI**”), Northcourt Limited (“**Northcourt**”), and the European Mutual Association for Nuclear Insurers (“**EMANI**”) insure real or personal property under the Debtors’ care, custody, or control.
- iii. A number of insurance providers provide general liability coverage (“**General Liability**”), including American International Group, Mitsui Sumitomo Insurance USA, Inc. and others.

The point of contact for the insurance providers listed above is Andrew Ainscough, Senior Client Executive at Marsh & McLennan, (617) 838-5413, andrew.ainscough@marsh.com. Below is a list of the applicable sites and relevant insurers.

Properties Needing Immediate Attention		
Site	Address	Insurance
Columbia Fuel Fabrication Facility	5801 Bluff Road Hopkins, SC 29061	ANI, NRI, Northcourt, EMANI, and General Liability providers
Western Zirconium Project	10,000 West 900 South Ogden, Utah 84404	NRI, Northcourt, EMANI, and General Liability providers
Blairsville Specialty Metals Plant	559 Westinghouse Road, Blairsville, PA 15717	NRI, Northcourt, EMANI, and General Liability providers
Hematite Decommissioning Project	3300 State Road P Festus, MO 63028	ANI, NRI, Northcourt, EMANI, and General Liability providers
Materials Center of Excellence, Chemistry Center of Excellence, Technical Services Center	1332 Beulah Road Pittsburgh, PA 15235	ANI, NRI, Northcourt, EMANI, and General Liability providers
Waltz Mill Decommissioning Site	680 Waltz Mill Road Madison, PA 15663	ANI, NRI, Northcourt, EMANI, and General Liability providers
Richland Service Center	2939 Richardson Road Richland, WA 99354	ANI, NRI, Northcourt, EMANI, and General Liability providers

**PROPOSED RESOLUTIONS FOR
CONSIDERATION AT A MEETING OF THE BOARD OF DIRECTORS OF
WESTINGHOUSE ELECTRIC COMPANY LLC**

To be considered at a meeting of the Board of Directors (the “**Board of Directors**”) of Westinghouse Electric Company LLC (the “**Company**”) on March 29, 2017 at 1:30 am ET:

WHEREAS, the Board of Directors has reviewed and had the opportunity to ask questions about the materials presented by the management and advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company’s businesses;

WHEREAS, the Board of Directors has had the opportunity to consult with the management and the legal and financial advisors of the Company to fully consider, and has considered, the strategic alternatives available to the Company;

WHEREAS, the Board of Directors has been advised by representatives of Toshiba Corporation (“**Toshiba**”) that the Owner Board (as defined in the Company’s Limits of Authority Policy, adopted by the Board of Directors on February 15, 2007, and last updated November 1, 2016) has approved the actions contemplated by the below resolutions; and

WHEREAS, the Board of Directors desires to approve the following resolutions.

II. Commencement of Chapter 11 Case

NOW, THEREFORE, BE IT RESOLVED, that, the Board of Directors has determined, after consultation with the management and the legal and financial advisors of the Company, that it is desirable and in the best interests of the Company, its creditors, and other parties in interest that a petition be filed by the Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”); and be it further

RESOLVED, that, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, and other documents (the “**Chapter 11 Filings**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) (with such changes therein and additions thereto as any such Authorized Person may deem necessary, appropriate or advisable, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Person with any changes thereto to be conclusive evidence that any such Authorized Person deemed such changes to meet such standard); and be it further

RESOLVED, that, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds which such Authorized Person deems necessary, appropriate, or desirable in connection with the Company’s chapter 11 case (the “**Chapter 11 Case**”) or Chapter 11

Filings, including, without limitation, (i) the payment of fees, expenses and taxes such Authorized Person deems necessary, appropriate, or desirable, and (ii) negotiating, executing, delivering, performing and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with, or in furtherance of, the Chapter 11 Case with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

III. Commencement of Chapter 11 Cases of Subsidiaries

RESOLVED, that, the Board of Directors has determined, after consultation with the management and the legal and financial advisors of the Company, that, in connection with the Chapter 11 Case, it is desirable and in the best interests of the Company for each of its wholly owned subsidiaries (the “**Subsidiaries**”) to file a petition seeking relief under the provisions of the Bankruptcy Code (the “**Subsidiary Chapter 11 Cases**”) and to negotiate, execute, deliver, and file all plans, petitions, schedules, motions, lists, applications, pleadings, and other documents (the “**Subsidiary Chapter 11 Filings**”) in the Bankruptcy Court; and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, in its capacity as a member, shareholder or partner, as the case may be, of each of its Subsidiaries, to consent to, authorize and/or approve any such Subsidiary Chapter 11 Cases and/or the Subsidiary Chapter 11 Filings which such Authorized Person deems necessary, appropriate, or desirable in connection with the Subsidiary Chapter 11 Cases (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all actions, including the negotiation, execution, delivery, and filing of all documents, agreements, resolutions, motions and pleadings as are necessary, appropriate, or advisable to enable each such Subsidiary to carry out its Subsidiary Chapter 11 Cases and the Subsidiary Chapter 11 Filings (with such changes therein and additions thereto as any such Authorized Person may deem necessary, appropriate or advisable, the execution and delivery thereof by any such Authorized Person with any changes thereto to be conclusive evidence that any such Authorized Person deemed such changes to meet such standard); and be it further

IV. Debtor-in-Possession Financing

RESOLVED, that in connection with the Chapter 11 Case, it is in the best interest of the Company to engage in, and the Company will obtain benefits from, the lending transactions, under that certain superpriority secured debtor-in-possession credit facility in an aggregate principal amount of approximately \$800,000,000 to be evidenced by that certain Commitment Letter, dated on or about March 28, 2017, to be entered into by and among the Company and the commitment parties thereto (together with the attached Indicative Debtor-in-

Possession Credit Facility Term Sheet and any other Annexes annexed thereto, the “**DIP Commitment Letter**”) and a senior secured superpriority debtor-in-possession credit agreement, to be entered into by and among the Company, as borrower, certain of the Company’s wholly-owned subsidiaries as guarantors, the lenders from time to time party thereto (the “**Lenders**”), and Citibank, N.A., as administrative agent (in such capacity, including any successor thereto, the “**Administrative Agent**”) for the Lenders (together with any Annexes annexed thereto, the “**DIP Credit Agreement**”) (capitalized terms used in this section with respect to debtor-in-possession financing and not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Commitment Letter or the DIP Credit Agreement, as applicable); in each case subject to approval by the Bankruptcy Court, which is necessary and appropriate to the conduct, promotion and attainment of the business of the Company (the “**Debtor-in-Possession Financing**”); and be it further

RESOLVED, that the form, terms and provisions of each of (i) the DIP Commitment Letter, including the use of proceeds to provide liquidity for the Company throughout the Chapter 11 Case, substantially in the form presented to the Board of Directors, (ii) the DIP Credit Agreement, including the use of proceeds to provide liquidity for the Company throughout the Chapter 11 Case, substantially on the terms and conditions set forth in the Commitment Letter, (iii) the Liquidity Facility Agreement, substantially in the form presented to the Board of Directors, (iv) the Pledge, Assignment and Control Agreement to be entered into among Citibank, N.A. and the Company and (v) any and all of the other agreements, including, without limitation, any guarantee and security agreement, certificates, documents and instruments authorized, executed, delivered, reaffirmed, verified and/or filed in connection with the Debtor-in-Possession Financing (together with the DIP Commitment Letter and the DIP Credit Agreement, collectively, the “**DIP Financing Documents**”) and the Company’s performance of its obligations thereunder, including the borrowings of funds, the on-lending of such funds to subsidiaries of Westinghouse Electronic Company UK Holdings Limited (“**WEC UK**”) and the granting of security interests contemplated thereunder, are hereby, in all respects confirmed, ratified and approved; and be it further

RESOLVED, that any Authorized Person is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to cause the Company to negotiate and approve the terms, provisions of and performance of, and to prepare, execute and deliver the DIP Financing Documents to which it is a party, in the name and on behalf of the Company under its corporate seal or otherwise, and such other documents, agreements, instruments and certificates as may be required by the Agent or required by the DIP Commitment Letter, the DIP Credit Agreement and any other DIP Financing Documents; and be it further

RESOLVED, that the Company be, and hereby is, authorized to incur the obligations and to undertake any and all related transactions contemplated under the DIP Financing Documents including the borrowing of funds, the on-lending of such funds to subsidiaries of WEC UK and the granting of security thereunder (collectively, the “**DIP Financing Transactions**”); and be it further

RESOLVED, that any Authorized Person is hereby authorized to grant security interests in, and liens on, any and all property of the Company as collateral pursuant to the DIP Financing Documents to secure all of the obligations and liabilities of the Company thereunder

to the Lenders and the Agent, and to authorize, execute, verify, file and/or deliver to the Agent, on behalf of the Company, all agreements, documents and instruments required by the Lenders in connection with the foregoing; and be it further

RESOLVED, that any Authorized Person is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the DIP Financing Documents, which shall, in such Authorized Person's sole judgment, be necessary, proper or advisable to perform the Company's obligations under or in connection with the DIP Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and be it further

RESOLVED, that any Authorized Person is hereby authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Commitment Letter, the DIP Credit Agreement and/or any of the DIP Financing Documents which shall, in such Authorized Person's sole judgment, be necessary, proper or advisable; and be it further

V. Retention of Advisors

RESOLVED, that, in connection with the Chapter 11 Case, each Authorized Person, acting singly or jointly, be, and each hereby is, authorized, empowered and directed to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers and other professionals, on behalf of the Company and its subsidiaries, which such Authorized Person deems necessary, appropriate, or desirable in connection with, or in furtherance of, the Chapter 11 Case, with a view to the successful prosecution of the Chapter 11 Case (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as attorneys for the Company and its subsidiaries in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of AlixPartners, LLP, located at 909 Third Avenue, New York, New York 10022, is hereby retained as financial advisor for the Company and its subsidiaries in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of PJT Partners Inc., located at 280 Park Avenue, New York, New York 10017, is hereby retained as investment banker for the Company and its subsidiaries in its Chapter 11 Case, subject to Bankruptcy Court approval; and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds, including, without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses and taxes such Authorized Person deems necessary, appropriate, or desirable, and (iii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists,

papers, agreements, certificates and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

VI. General

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the execution, delivery and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes and other expenses as any such Authorized Person, in his or her sole discretion, may approve or deem necessary, appropriate or desirable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Person deemed the same to be so necessary, appropriate or desirable; and

RESOLVED, that any and all past actions heretofore taken by any Authorized Person, any director, or any member of the Company in the name and on behalf of the Company in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

Fill in this information to identify the case:

Debtor name: Westinghouse Electric Company LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (If known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.	Total claim, if partially secured	Deduction for value of collateral or setoff
							Unsecured claim
1	FLUOR ENTERPRISES INC (FEI) 100 Fluor Daniel Drive Greenville, SC 29607	Name: Pat Selvaggio Tel: Email: Pat.Selvaggio@Fluor.com	Trade Debts				\$193,891,735
2	CB&I One CB&I Plaza, 2103 Research Forest Drive The Woodlands, TX 77380	Name: Lee Pressley Tel: (815) 342-3905 Email: lpressley@CBI.com	Deferred Purchase Price	Contingent			\$145,000,000
3	CB&I LAURENS INC 366 Old Airport Rd Laurens, SC 29360	Name: Rick Crow Tel: 864-683-3962 Email: Rick.crow@cbi.com	Trade Debts				\$32,806,489
4	NEWPORT NEWS INDUSTRIAL CORP 182 Enterprise Dr Newport News, VA 23603-1368	Name: Steve Napiecek Tel: 757-870-2463 Email: Steve.Napiecek@hii-nns.com	Trade Debts				\$18,463,053
5	NUCLEAR FUEL SERVICES INC 1205 Banner Hill Rd Erwin, TN 37650-9318	Name: Frank Masseth Tel: 423-735-5661 Email: fxmasseth@nuclearfuelservices.com	Trade Debts				\$10,086,210
6	VIGOR 9460 SE Lawnfield Rd. Clackamas, OR 97015	Name: Corey Yraguen Tel: 503-314-0859 Email: Corey.Yraguen@vigor.net	Trade Debts				\$8,345,458
7	THOMPSON CONSTRUCTION GROUP INC. 100 North Main Street Sumter, SC 29150	Name: William Gryant Tel: 864-643-9592 Email: bbryant@thompsonind.com	Trade Debts				\$8,027,241

Debtor Westinghouse Electric Company LLC

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Case number (if known)

Name

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
8	RSCC WIRE & CABLE LLC 20 Bradley Park Rd East Granby, CT 06026-9789	Name: Mark St. Onge Tel: 203-645-2275 Email: Mark.stonge@r-scc.com	Trade Debts				\$7,931,485
9	CURTISS WRIGHT 13925 Ballantyne Corporate Place, Suite 400 Charlotte, NC 28277	Name: David C. Adams Tel: 704-869-4667 Email: dadams@CURTISSWRIGHT.com	Trade Debts				\$7,782,122
10	SSM INDUSTRIES INC 3401 Grand Ave Pittsburgh, PA 15225-1507	Name: Matt Gorman Tel: 412-777-2101, ext 320 Email: mgorman@ssmi.biz	Trade Debts				\$5,479,722
11	AECON INDUSTRIAL 150 Sheldon Drive Cambridge, UK N1R7K9	Name: Ian Turnbull Tel: 519-240-5487 Email: iturnbull@aecon.com	Trade Debts				\$5,465,543
12	WILLIAMS SPECIALTY SERVICES LLC 100 Crescent Centre Parkway Tucker, GA 30084	Name: Douglas Page Tel: 770-595-7691 Email: dpage@wisgrp.com	Trade Debts				\$5,153,942
13	GEXPRO 1000 Bridgeport Ave Shelton, CT 06484	Name: Dan Collins Tel: 412-877-0267 Email: Dan.Collins@gexpro.com	Trade Debts				\$5,087,626
14	SMCI 4015 Drane Field Rd Lakeland, FL 33811-1290	Name: Bob Marshall Tel: 423-413-1582 Email: Bob.marshall@metalltek.com	Trade Debts				\$5,012,335
15	RESEARCH COTTRELL COOLING INC 58 East Main Street Somerville, NJ 08876	Name: John Urbaniak Tel: Email: John.urbaniak@rc-cooling.com	Trade Debts				\$4,386,505
16	GARNEY COMPANIES INC 5895 Shiloh Road, Suite 114 Alpharetta, GA 30004	Name: Greg Harris Tel: (770) 754-4141 Email: gharris@garney.com	Trade Debts				\$3,762,101
17	ACCENTURE LLP K&L Gates Center 210 6th Ave. 25th Floor Pittsburg, PA 15222-2614	Name: Mark Sobota Tel: 724-787-9807 Email: mark.sobota@accenture.com	Trade Debts				\$3,494,139
18	OWEN INDUSTRIES INC 501 Avenue H. Carter Lake, IA 51510	Name: Tyler Owen Tel: 402-290-1481 Email: towen@owenind.com	Trade Debts				\$3,410,946
19	DUBOSE NATIONAL ENERGY SERVICE 900 Industrial Dr Clinton, NC 28328-8068	Name: Richard Rogers Tel: 910-590-2151 Email: Richard.rogers@dubosenes.com	Trade Debts				\$3,358,718
20	STEELFAB INC 8623 Old Dowd Rd. Charlotte, NC 28214	Name: Glen Sherrill Tel: 704-604-6603 Email: GSherrill@steelfab-inc.com	Trade Debts				\$3,151,617

Debtor Westinghouse Electric Company LLC

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Case number (if known)

Name

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
21	CSC COMPUTER SCIENCES CORP 1775 Tysons Blvd McLean, VA 22102-4284	Name: Rick Beroth Tel: 336-399-9825 Email: rberoth@csc.com	Trade Debts				\$3,090,237
22	ENVIROVAC HOLDINGS LLC 486 Old Louisville Road Garden City, GA 31408	Name: Ann Brown Tel: 912-964-0660 Email: ann@envirovac.us	Trade Debts				\$3,040,135
23	AMERICAN EQUIPMENT CO 2106 Anderson Road Greenville, SC 29611	Name: Dean Smith Tel: 864.354.9520 Email: dean.smith@ameco.com	Trade Debts				\$3,018,565
24	VALLEN 900 Sunset Blvd West Columbia, SC 29169-6860	Name: Cantey Haile Tel: Email: Cantey.Haile@vallen.com	Trade Debts				\$2,948,212
25	HERC RENTALS 6230 S Loop E Houston, TX 75265	Name: James Fiscus Tel: 832-414-0236 Email: james.fiscus@hercrentals.com	Trade Debts				\$2,846,014
26	SIEMENS INDUSTRY INC 4620 Forest Ave Cincinnati, OH 45212-3306	Name: Scott Conner Tel: 540-314-7009 Email: scott.conner@siemens.com	Trade Debts				\$2,824,817
27	CALVERT COMPANY INCORPORATED 3100 West 7th Street, Suite 500 Fort Worth, TX 76107	Name: Douglas Calvert Tel: (912) 293-2278 Email: sambarr@azz.com	Trade Debts				\$2,614,441
28	JONES LANG LASALLE AMERICAS INC 200 E Randolph St Ste. 4300 Chicago, IL 60601-6519	Name: Matt Gonterman Tel: 312 228 2142 Email: matt.gonterman@am.jll.com	Trade Debts				\$2,582,841
29	EATON CORP 8609 Six Forks Rd Raleigh, NC 27615-2966	Name: Heath B. Monesmith Tel: (440) 523-4488 Email: heathbmonesmith@eaton.com	Trade Debts				\$2,475,281
30	MARTIN MARIETTA MATERIALS Dba Martin Marietta Aggregates Columbia, SC 29033	Name: Roselyn R. Bar Tel: (919) 783-4603 Email: roselyn.bar@martinmarietta.com	Trade Debts				\$2,434,753

Fill in this information to identify the case:

Debtor name: Westinghouse Electric Company LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- ☐ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- ☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- ☐ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☐ Schedule H: Codebtors (Official Form 206H)
- ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 03/29/2017
MM/DD/YYYY

x

/s/ Lisa J. Donahue
Signature of individual signing on behalf of debtor

Lisa J. Donahue
Printed name

Chief Transition and Development Officer
Position or relationship to debtor

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

-----	X	
<i>In re:</i>	:	Chapter 11
	:	
WESTINGHOUSE ELECTRIC COMPANY	:	Case No. 17-- _____ ()
LLC, et al.,	:	
	:	
	:	
Debtors.¹	:	(Joint Administration Requested)
	:	
-----	X	

**CONSOLIDATED LIST OF EQUITY SECURITY HOLDERS PURSUANT TO
RULE 1007(a)(3) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Debtor	Equity Holder	Percentage of Ownership	Last Known Address of Equity Holder
Westinghouse Electric Company LLC	TSB Nuclear Energy Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
CE Nuclear Power International, Inc.	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Fauske and Associates LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States

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

Debtor	Equity Holder	Percentage of Ownership	Last Known Address of Equity Holder
Field Services, LLC	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Nuclear Technology Solutions LLC	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
PaR Nuclear Holding Co., Inc.	Westinghouse Electric Company LLC (100%)	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
PaR Nuclear, Inc.	PaR Nuclear Holding Co., Inc.	100%	899 Highway 96 West, Shoreview, Minnesota 55126, United States
PCI Energy Services LLC	WEC Welding & Machining, LLC	100%	One Energy Drive, Lake Bluff, Illinois 60044, United States
Shaw Global Services, LLC	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Shaw Nuclear Services, Inc.	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Stone & Webster Asia Inc.	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Toshiba Nuclear Energy Holdings (UK) Limited	IHI Corporation	3%	1, Shin-Nakahara-cho, Isogo-ku, Yokohama 235-8501, Japan
	National Atomic Company Kazatomprom	10%	168, Bogenbai batyr st. 050012, Almaty, Republic of Kazakhstan
	Toshiba Corporation	87%	[1-1, Shibaura 1-chome,, Minato-ku,Tokyo 105-8001, Japan]
TSB Nuclear Energy Services Inc.	TSB Nuclear Energy USA Group Inc.	100%	1105 N. Market Street, Suite 1126, Wilmington, Delaware 19801, United States
Stone & Webster Construction Inc.	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States

Debtor	Equity Holder	Percentage of Ownership	Last Known Address of Equity Holder
Stone & Webster International Inc.	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Stone & Webster Services LLC	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WEC Carolina Energy Solutions, LLC	WEC Welding & Machining, LLC	100%	One Energy Drive, Lake Bluff, Illinois 60044, United States
WEC Carolina Energy Solutions, Inc.	WEC Carolina Energy Solutions, LLC	100%	244 East Mount Gallant Road, Rock Hill, South Carolina 29730, United States
WEC Engineering Services Inc.	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WEC Equipment & Machining Solutions, LLC	WEC Welding & Machining, LLC	100%	One Energy Drive, Lake Bluff, Illinois 60044, United States
WEC Specialty LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WEC Welding and Machining, LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WECTEC Contractors Inc.	WECTEC Global Project Services Inc.	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WECTEC Global Project Services Inc.	WECTEC LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WECTEC LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
WECTEC Staffing Services LLC	WECTEC LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States

Debtor	Equity Holder	Percentage of Ownership	Last Known Address of Equity Holder
Westinghouse Energy Systems LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Westinghouse Industry Products International Company LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Westinghouse International Technology LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States
Westinghouse Technology Licensing Company LLC	Westinghouse Electric Company LLC	100%	1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, United States

Fill in this information to identify the case:

Debtor name: Westinghouse Electric Company LLC
United States Bankruptcy Court for the: Southern District of New York
(State)
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B)
- ☐ Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- ☐ Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- ☐ Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☐ Schedule H: Codebtors (Official Form 206H)
- ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☒ Other document that requires a declaration Consolidated List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 03/29/2017
MM/DD/YYYY

x

/s/ Lisa J. Donahue
Signature of individual signing on behalf of debtor

Lisa J. Donahue
Printed name

Chief Transition and Development Officer
Position or relationship to debtor

Exhibit B

Westinghouse Proprietary Class 2



Westinghouse Electric Company
Nuclear Power Plants
4350 Northern Pike
Monroeville, PA 15146

Mr. Kelly Shaw
Sourcing Manager, New Nuclear
Florida Power & Light Group
NPP/JB
700 Universe Blvd.
Juno Beach, FL 33408

Telephone: (412) 374-6119
Fax: (412) 374-6677
Email: hanahakb@westinghouse.com

Our Reference: APC/SBD0023

May 16, 2008

Subject: Reservation Agreement for manufacture of long lead time forgings

Dear Mr. Shaw,

Enclosed are two (2) copies of the subject Agreement that have been executed by Westinghouse. Please sign both copies and return an original document to me for Westinghouse's records.

This offer, as delineated in the Agreement, remains valid until May 30, 2008. Once the document has been executed by FPL we will need to receive a purchase order reference to allow invoicing and the transfer of funds per the Agreement.

Thank you for your team's efforts to develop this Agreement. Westinghouse looks forward to a continued and growing relationship with the FPL new nuclear plant team.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kerry B. Hanahan'.

Kerry B. Hanahan
U.S. AP1000 Business Development
Nuclear Power Plants

Attachment

cc: P. Leonbruni – WEC VP Customer Relations and Sales
M. Wohlschlegal – TIC VP Business Development
D. Lipman – WEC Sr. VP Nuclear Power Plants
K. Quinn – WEC Director Supply Chain

**RESERVATION AGREEMENT
BETWEEN
WESTINGHOUSE ELECTRIC COMPANY
AND FLORIDA POWER & LIGHT COMPANY**

This manufacturing space reservation agreement ("Reservation Agreement") is effective April 21, 2008 ("Effective Date") by and between Westinghouse Electric Company ("WEC") and Florida Power & Light Company ("Purchaser") (individually referred to as a "Party" and collectively referred to as the "Parties", as appropriate).

The purpose of this Reservation Agreement is to set forth the Parties' understandings regarding Purchaser's desire to purchase and WEC's desire to sell a reservation of manufacturing space for the manufacture of long lead time forgings, consisting of twenty-three (23) total long lead time forgings for each AP1000 unit including nine (9) for each steam generator and five (5) for the reactor vessel (the "Components") for Purchaser's proposed Turkey Point Nuclear Plant Units 6 and 7 (the "Project").

In consideration of the foregoing, and agreeing to be bound by the terms contained herein, the Parties agree and covenant as follows:

1. Manufacturing Space Reservation and Reservation Fee

To reserve Components manufacturing space, Purchaser shall pay to WEC a reservation fee ("Reservation Fee") in the amount of \$10,860,960. The Reservation Fee shall be paid by wire transfer no later than 10 business days after execution of this Reservation Agreement. The Reservation Fee is not refundable except to the extent shown in the following chart and except as otherwise provided in this Reservation Agreement:

Termination Date	% Refundable
Prior to July 1, 2008	100% (fully refundable)
After July 1, 2008	0%

In exchange for Purchaser's payment of the Reservation Fee, WEC will reserve the manufacturing space required at Japan Steel Works ("JSW") for deliveries to equipment fabricator/suppliers selected for the Project of the Components on or prior to a mutually agreed delivery date to be determined, provided, however, that in no event shall the forging fabrication window be later than (a) between June, 2012 and May 2014 for the Turkey Point Unit 6 forgings and (b) between August, 2014 and May, 2016 for the Turkey Point Unit 7 forgings. WEC's reservation obligation shall commence upon WEC's receipt of the Reservation Fee and shall, subject to prior termination in accordance with Paragraphs 3 or 4 below, continue until the Parties execute an agreement for the procurement of the Components containing all mutually agreeable terms and conditions (the "Definitive Agreement"), as more specifically set forth in Paragraph 2 below, collectively the "Work," but shall expire on December 31, 2009 (Reservation Agreement Expiration Date). The parties can mutually agree to extend this date if they are continuing to negotiate in good faith on the Definitive Agreement. In this event, one party may provide written notice to the other of its desire to extend this date based on the parties' on-going good faith negotiations on or prior to the original expiration date. At Purchaser's request, WEC shall provide to

Purchaser written evidence of WEC's contractual arrangement with JSW for reservation of the manufacturing space required by this Paragraph 1.

For the purposes of this Reservation Agreement, the term "Delivery" shall be defined as the forging Ex-Works dates as specified in the Definitive Agreement.

2. Definitive Agreement

The Parties intend to negotiate and execute a Definitive Agreement for the purchase and sale of the Components prior to the Reservation Agreement Expiration Date. The Definitive Agreement may be an engineering and procurement agreement, or similar agreement for the purchase and sale of the Components and other equipment comprising the AP1000 units. The Definitive Agreement terms shall be negotiated between Purchaser and WEC. The scope of supply shall be mutually agreed upon. The Parties agree to negotiate in good faith the Definitive Agreement for the Project during the term of this Reservation Agreement. This Reservation Agreement is not intended to be, and shall not be construed as, a contract for the purchase and sale of Components. The validity and enforceability of any agreement for the purchase and sale of Components between the Parties is subject to and conditioned upon the Parties' agreeing upon and reducing to a Definitive Agreement all terms and conditions deemed necessary or advisable by them. No contract for the purchase and sale of Components shall exist between the Parties unless and until the Parties negotiate, document, execute, and deliver a Definitive Agreement. Notwithstanding the Parties entering into this Reservation Agreement, there shall be no agreement as to the establishment of a commercial operation date for either AP1000 unit until such time that the Parties negotiate, document, execute, and deliver the Definitive Agreement.

3. Termination by Purchaser

Purchaser may, upon providing written notice to WEC in accordance with Paragraph 8 below, terminate this Reservation Agreement at its sole discretion at any time prior to the Reservation Agreement Expiration Date at no cost to Purchaser and without penalty or liability to WEC other than the refund provisions of Paragraph 1.

In the event FPL Terminates this Agreement for its convenience at any time after July 1, 2008 and prior to the Reservation Agreement Expiration Date, WEC shall use commercially reasonable efforts to reassign FPL's Component's manufacturing slot reservation space to a third party. WEC shall provide to FPL, within ninety (90) days of the completion of any such reassignment their Reservation Fee less a 15% service fee to cover the costs incurred by WEC to market or otherwise facilitate such reassignment.

4. Automatic Termination

This Reservation Agreement shall terminate on the earlier of:

- (a) The Reservation Fee not being received by WEC from Purchaser within the time limit specified in Paragraph 1;
- (b) The filing by Purchaser or WEC of a petition or application for any proceeding relating to Purchaser or WEC as debtor under any bankruptcy or insolvency law of any jurisdiction;
- (c) Purchaser terminating this Reservation Agreement pursuant to Paragraph 3;

- (d) The Parties not executing a Definitive Agreement by the Reservation Agreement Expiration Date; or
- (e) The Parties entering into a Definitive Agreement.

In the event of termination of this Reservation Agreement pursuant to subsections (a), (c) or (d) above, or in the event of termination of this Reservation Agreement by WEC pursuant to subsection (b), WEC may retain the Reservation Fee received subject to the refund provisions of Paragraph 1 above. In such case, neither Party shall have any further liability nor obligation to the other except as provided in Paragraph 5. In the event of termination of this Reservation Agreement by Purchaser pursuant to subsection (b), Purchaser shall be entitled to a refund of all monies paid to WEC by Purchaser up to the date of termination.

In the event of termination of this Reservation Agreement pursuant to subsection (e) above, the Reservation Fee shall be credited against amounts due from Purchaser to WEC under the Definitive Agreement, and the Parties' obligations to each other shall be as set forth in the Definitive Agreement.

5. Confidentiality

Project related technical and financial information the Parties choose to exchange with respect to or in connection with this Reservation Agreement shall be regarded by the receiving Party as confidential and proprietary information subject to the terms of this Paragraph 5 if it is: (i) provided in writing and marked confidential or proprietary, (ii) disclosed orally and identified at the time of disclosure as being confidential or proprietary, or (iii) provided on a computer disk, photographic, or other tangible media, which is marked confidential or proprietary ("Confidential Information"). Confidential Information shall be handled by the receiving Party in accordance with the terms of the Confidentiality Agreement among Westinghouse Electric Company LLC, Stone & Webster, Inc. and Florida Power & Light Company effective on January 25, 2008 (the "Confidentiality Agreement"), including the obligations and restrictions contained in the Confidentiality Agreement with respect to disclosure of Confidential Information to third parties. In particular, the receiving Party may disclose Confidential Information and either Party may disclose this Reservation Agreement to its attorneys and auditors on a confidential basis without the consent of the other Party. However, neither this Reservation Agreement nor the Confidential Information shall be disclosed to any other third party without obtaining prior written permission from the disclosing Party, provided, however, that Purchaser may disclose this Reservation Agreement and Confidential Information on a confidential basis without the prior consent of WEC in regulatory proceedings relating to the Project before the Florida Public Service Commission and that WEC may disclose this Reservation Agreement and Confidential Information on a confidential basis without the prior consent of Purchaser to JSW provided in all cases such disclosure is on a confidential basis in accordance with the Confidentiality Agreement.

6. No Partnership.

The Parties intend by this Reservation Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Reservation Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each Party is an independent company and neither of them is the agent of, nor has the authority to bind the other Party for any purpose. Neither Party shall bind the other Party, or represent that it has the authority to do so.

7. Disclaimer of Liability

Notwithstanding anything to the contrary elsewhere in this Reservation Agreement, in no event shall either Party be liable to the other, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, for: any special, indirect, incidental, or consequential loss or damage whatsoever; loss of use of a Party's equipment or power system; loss of profits or revenue or loss of use thereof; loss of opportunity; increased costs of any kind, including, but not limited to, capital cost, fuel cost and cost of purchased or replacement power; or claims of any customers. Each Party's total liability under this Reservation Agreement whether based in law, tort (including strict liability), equity, contract or otherwise shall not exceed the Reservation Fee. Purchaser agrees that this Paragraph 7 does not alter FPL obligations as defined in Paragraph 1.

8. Notices

Any notice hereunder, to be effective, shall be in writing, and shall be delivered to a Party at the applicable address set forth below by hand, registered, certified or express mail, or recognized national overnight delivery service:

To WEC:

Westinghouse Electric Company, LLC
c/o Mr. Jack Lanzoni, VP Supply Chain Management
4350 Northern Pike
Monroeville, PA 15146

Phone: (412) 374-4089
Fax: (412) 374-4060

To Purchaser:

Florida Power & Light Company
c/o Kelly Shaw
700 Universe Boulevard
Juno Beach, FL 33408

Phone: (561) 694-4704
Fax: (561) 691-7573

9. Governing Law, Jurisdiction, and Venue

This Reservation Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its rules governing conflicts of law. The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said court or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such court, or that the action has been brought in an inconvenient forum, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court.

10. Assignment

Neither of the Parties may assign this Reservation Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the previous sentence, Purchaser and WEC agree that the interest in the manufacturing space may be assigned or transferred to the applicable fabricator(s) selected to supply the equipment for the AP1000 units

11. Amendment

No amendment or modification of this Reservation Agreement, nor waiver of any provision contained herein, shall be effective unless set forth in a written instrument or instruments executed by duly authorized representatives of both Parties, with said instrument or instruments possessing at least the same formality as this Reservation Agreement.

12. Entire Agreement

This Reservation Agreement represents the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior discussions, understandings and agreements between the Parties with respect thereto.

FLORIDA POWER & LIGHT COMPANY

By: Martin W. Gertler

Title: Vice Pres New Nuclear Projects

Date: May 22, 2008

WESTINGHOUSE ELECTRIC CORPORATION

By: David A. Lynn

Title: Senior Vice-President

Date: 15 May 2008

Exhibit C

This copy is for your personal, non-commercial use only. To order presentation-ready copies for distribution to your colleagues, clients or customers visit <http://www.djreprints.com>.

<http://www.wsj.com/articles/toshiba-to-exit-nuclear-construction-business-1485887107>

BUSINESS

Toshiba to Exit Nuclear Construction Business

Facing billions of dollars in losses after ill-fated bet, Westinghouse unit will limit future nuclear business to selling reactor designs



The Plant Vogtle nuclear power plant in Waynesboro, Ga., is one of the two U.S. facilities where Westinghouse is in the process of building additional reactors. PHOTO: JOHN BAZEMORE/ASSOCIATED PRESS

By Russell Gold and Takashi Mochizuki

Jan. 31, 2017 1:25 p.m. ET

Toshiba Corp. [TOSYY 6.47% ▲](#) plans to stop building nuclear power plants after incurring billions of dollars in losses trying to complete long-delayed projects in the U.S., a move that could have widespread ramifications for the future of the nuclear-power industry.

The Japanese industrial conglomerate is set to announce plans to exit nuclear construction by the middle of February, according to a Toshiba executive familiar with the matter. The executive also said Toshiba's chairman, Shigenori Shiga, and Danny Roderick, a Toshiba executive and the former head of its Pittsburgh-based nuclear power unit, Westinghouse Electric Co., are expected to step down.

Toshiba's decision deals a fatal blow to its ambitions to become a major player in the nuclear construction business. The company has bet aggressively on Westinghouse's AP1000 reactor design, which it hoped would anchor a new generation of nuclear power plants that were supposed to be easier to build and to deliver on time. But signs emerged that the AP1000 wasn't as easy to build as hoped, and yet Toshiba remained confident and took on added financial risk, according to legal filings and interviews with people involved with the construction process.



Toshiba declined to comment. The company previously said it would disclose the size of Westinghouse's losses on Feb. 14. In December, it said it was likely to take a write-

down of several billion dollars, and people familiar with the situation say the losses could approach \$6 billion—plunging the company into a new crisis just as it was seeking to move away from an earlier accounting scandal.

Westinghouse will continue to design nuclear reactors, the Toshiba executive said, and is expected to complete construction work at two U.S. nuclear facilities it is still in the process of building—in Georgia and South Carolina, commissioned by utilities Southern Co. and Scana Corp., respectively.

RELATED

- Toshiba Considers Spinning Off Core Semiconductor Business (Jan. 18, 2017)
- Troubled Chinese Nuclear Project Illustrates Toshiba's Challenges (Dec. 29, 2016)
- Toshiba Expects Write-Down of as Much as Several Billion Dollars (Dec. 29, 2016)
- Toshiba Accounting Scandal Draws Record Fine From Regulators (Dec. 7, 2015)

Toshiba's future involvement with nuclear plants will be limited to selling its designs; it will let other companies handle the risk of building the facilities,

an approach it already takes in China.

"We are closely monitoring [Westinghouse's] financial status, as well as that of Toshiba," a Scana spokeswoman said.

Southern officials said they are confident shareholders and customers are protected through a \$920 million letter of credit from Westinghouse and a fixed-price contract which transfers responsibility for cost overruns to Westinghouse.

In October 2015, as Toshiba faced a very public accounting scandal centered on its computer business, it was quietly dealing with another crisis in nuclear power-plant construction—and made a series of bold moves in an attempt to fix it.

The company bought out a partner in a nuclear-construction consortium, settled lawsuits and renegotiated contracts with Southern and Scana, which put Toshiba overwhelmingly on the hook if the two construction projects continued to run over budget.

Toshiba's decision to exit the nuclear construction business could have widespread ramifications. Nuclear power appears to be "too big, too expensive, and most of all, too slow to compete effectively in what is an increasingly ferocious competition," said Mycle Schneider, a nuclear expert based in Paris.



Toshiba's Danny Roderick, left, and Shigenori Shiga, second right, are expected to step down when the company announces plans to exit nuclear construction in February. PHOTO: KAZUHIRO NOGI/AGENCE FRANCE-PRESSE/GETTY IMAGES

The nuclear construction business, led by a General Electric Co. -Hitachi Ltd. venture and France's Areva SA, has been under pressure since the 2011 Fukushima nuclear-plant meltdowns in Japan.

Toshiba plunged into the business in 2006, when it won a bidding war to acquire Westinghouse. Analysts worried at the time that it had overbid. But within a couple of years the bet appeared to be paying off: Southern chose Westinghouse's design for the first new nuclear plant to be built in the U.S. in 30 years, and the next month Scana also chose the AP1000 for a plant in South Carolina.

The U.S. government approved the designs in early 2012 and work began. Within a few months, legal disputes arose between Westinghouse, its construction consortium partner, Stone & Webster, and Southern over who would pay for unexpected costs resulting from post-Fukushima tougher safety standards, according to filings.

Relations between Westinghouse and Stone & Webster's owner, Chicago Bridge & Iron NV, broke down by 2015, according to filings. William Jacobs, the independent construction monitor for the plant Southern is building, said Westinghouse and CB&I were "incurring very large costs beyond those being publicly reported" due in part to having so many employees for a project that was years behind schedule.

In March 2015, CB&I broached a possible sale of Stone & Webster to Toshiba. As the talks intensified, Toshiba became mired in the accounting scandal, prompting it to acknowledge it padded profits in its personal computer and other businesses.

Toshiba worried that if the lawsuits with Southern and CB&I over the Fukushima-related safety-cost overruns continued, Toshiba might have had to acknowledge that Westinghouse faced big liabilities, according to company executives. A large write-down at that stage threatened to wipe out the company's capital.

'I don't see how Southern and Scana are confident they won't be responsible for any further cost increases.'

—Sara Barczak, Southern Alliance for Clean Energy

To end the litigation, Toshiba made several deals in October 2015. It acquired Stone & Webster for \$229 million in deferred payments and became the only guarantor on the engineering contract, releasing CB&I. Scana agreed to push back the completion date for the South Carolina plant, but negotiated a deal where it would pay Toshiba \$505 million in exchange for switching to a fixed-price contract. Toshiba agreed.

Southern faced up to \$1.5 billion in liability in the lawsuits over post-Fukushima safety-cost overruns, and settled for about \$350 million in October 2015. The deal restricted Westinghouse's ability to "seek further increases in the contract price," Southern said—meaning that if the nuclear plant couldn't be completed in a timely manner, Toshiba would shoulder the costs.

As problems continued, Westinghouse and CB&I last year sued each other in a dispute over the Stone & Webster sale. Then Toshiba said it might need to take a write-down of several billion dollars related to the value of Stone & Webster, caused by cost overruns.

While Southern said it is insulated from cost overruns, it is unclear if the \$920 million line of credit from Westinghouse would be sufficient to complete its two generating units if Westinghouse's financial problems prevent it from fulfilling its contract.

"I don't see how Southern and Scana are confident they won't be responsible for any further cost increases," said Sara Barczak, a critic of the projects who works for the Southern Alliance for Clean Energy, a nonpartisan advocacy group.

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