

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
 In re: : Chapter 11
 :
 ENTEGRA POWER GROUP LLC, *et al.*, : Case No. 14-11859 (PJW)
 :
 Debtors. :
 :
 : (Jointly Administered)
 :
 -----X

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, the case number, and the designation “Debtor in Possession.” Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)		SEE NOTE 1
Certificates of Insurance: ¹		
Workers Compensation	X	
Property	X	
General Liability	X	
Vehicle	X	
Other: Pollution, Crime, Professional Liability	X	
Identify areas of self-insurance with liability caps	N/A	
Evidence of Debtor in Possession Bank Accounts		
Tax Escrow Account		SEE NOTE 2
General Operating Account		SEE NOTE 2
Money Market Account Pursuant to Del. Bankr. L.R. 4001-3 for the District of Delaware <i>only</i> . Refer to: http://www.deb.uscourts.gov		N/A
Other:		N/A
Retainers Paid (Form IR-2) ²	X	

¹ A copy of each of the foregoing certificates of insurance that are designated as “document attached” are collectively attached hereto as **Exhibit B**.

²The schedule of retainers paid is attached hereto as **Exhibit D**.

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date



August 20, 2014

Signature of Authorized Individual*

Date

Michael Danielson

Chief Financial Officer

Printed Name of Authorized Individual

Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

NOTE 1: In lieu of a 12-month cash flow projection, please refer to the copy of the 13-week cash flow forecast attached as "Exhibit A" (the "**Budget**") to the *Interim Order Under 11 U.S.C. §§ 105, 361, 362, 363, 503, 507(b), and 552, Fed. R. Bankr. P. 2002, 4001(b), 6004(h), and 9014 and Del. Bankr. L.R. 4001-2 (I) Authorizing the Debtors to use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Scheduling a Final Hearing Pursuant to Fed. R. Bankr. P. 4001(b), and (IV) Granting Related Relief* [Docket No. 42], entered by the Bankruptcy Court on August 6, 2014. A copy of the Budget is attached hereto as **Exhibit A**.

NOTE 2: Please refer to the *Interim Order (I) Authorizing Continued Use of Existing Cash Management System and Bank Accounts; (II) Waiving Certain United States Trustee Requirements; (III) Authorizing Continued Performance of Intercompany Transactions; and (IV) Granting Related Relief* [Docket No. 39], entered by the Bankruptcy Court on August 6, 2014 (the "**Cash Management Order**"). A copy of the Cash Management Order is attached hereto as **Exhibit C**.

Exhibit A
(The Budget)

Entegra Power Group LLC
13 Week Cash Flow Forecast

Week Ending	0 Actual 08/01/14	1 Forecast 08/08/14	2 Forecast 08/15/14	3 Forecast 08/22/14	4 Forecast 08/29/14	5 Forecast 09/05/14	6 Forecast 09/12/14	7 Forecast 09/19/14	8 Forecast 09/26/14	9 Forecast 10/03/14	10 Forecast 10/10/14	11 Forecast 10/17/14	12 Forecast 10/24/14	13 Forecast 10/31/14	Total
Operating Cash Flow															
Operating Cash Receipts															
Revenues	5,104,340	\$ 4,953,698	\$ 4,922,819	\$ 9,926,978	\$ 6,549,842	\$ 5,185,816	\$ 5,185,816	\$ 5,185,816	\$ 8,562,951	\$ 5,185,816	\$ 6,195,392	\$ 6,195,392	\$ 8,593,335	\$ 6,195,392	\$ 82,839,061
Operating Disbursements															
Fuel	(3,986,870)	(5,896,838)	(5,896,838)	(5,896,838)	(5,896,838)	(3,455,478)	(3,455,478)	(3,455,478)	(3,455,478)	(3,455,478)	(4,784,220)	(4,784,220)	(4,784,220)	(4,784,220)	(60,001,619)
Power Transmission/Gas Transportation	-	-	-	-	(399,832)	-	-	-	-	(397,672)	-	-	-	(217,468)	(1,014,972)
Fuel Use Tax	-	-	-	(823,698)	-	-	-	-	(884,526)	-	-	-	(647,902)	-	(2,356,126)
O&M Payments and Receipts (from/to Revenue Account)	(40,545)	52,266	334,324	-	-	403,186	-	-	-	-	358,896	-	-	-	1,148,672
UPP Settlement Payments	(29,033)	(98,250)	(98,250)	(98,250)	(98,250)	(80,600)	(80,600)	(80,600)	(80,600)	(80,600)	(42,500)	(42,500)	(42,500)	(42,500)	(966,000)
Plant Capital Expenditures	(38,532)	(364,054)	(226,554)	(226,554)	(226,554)	(176,843)	(176,843)	(176,843)	(176,843)	(176,843)	(54,404)	(54,404)	(54,404)	(54,404)	(2,145,550)
O&M Payments (from UPP Operating Account)	(217,502)	(257,480)	(248,815)	(248,815)	(248,815)	(187,748)	(187,748)	(187,748)	(187,748)	(187,748)	(150,941)	(150,941)	(150,941)	(150,941)	(2,546,425)
Corporate Governance	-	(255,833)	-	-	-	(104,167)	-	-	-	-	-	-	-	-	(360,000)
G&A	(69,257)	(155,896)	(93,465)	(93,465)	(93,465)	(71,634)	(71,634)	(71,634)	(71,634)	(71,634)	(98,166)	(98,166)	(98,166)	(98,166)	(1,187,126)
PEO (UPP and EPS Payroll)	(485,000)	-	-	(362,563)	-	(587,981)	-	(481,076)	-	(439,133)	-	(359,291)	-	(359,291)	(2,589,335)
Subtotal Operating Disbursements	(4,866,800)	(6,976,084)	(6,229,598)	(7,750,183)	(6,963,754)	(4,664,451)	(3,569,117)	(4,453,379)	(4,856,829)	(4,809,108)	(5,130,231)	(5,130,625)	(5,778,133)	(5,706,990)	(72,018,481)
Operating Cash Flow (Excludes MM)	237,540	(2,022,387)	(1,306,779)	2,176,795	(413,912)	521,364	1,616,698	732,437	3,706,122	376,707	1,065,162	1,064,767	2,815,202	488,403	10,820,580
Debt Service Payments	-	-	-	-	-	-	-	-	-	(524,444)	-	-	-	-	(524,444)
Other Payments and Transfers															
MM, Operating Res and CP Transfers	120,018	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-Operating Disbursements															
Restructuring Advisor Fees	(1,652,938)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	-	-	-	-	-	(8,368,062)
Non-Operating Inflows (Disbursements)	(1,532,920)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(524,444)	-	-	-	-	(8,892,506)
Total Unrestricted Cash Change	(1,295,380)	(3,068,394)	(2,352,787)	1,130,787	(1,459,919)	(524,643)	570,690	(313,571)	2,660,114	(147,737)	1,065,162	1,064,767	2,815,202	488,403	1,928,074
Beginning Unrestricted Cash	7,075,441	5,780,061	2,711,666	358,879	1,489,667	29,748	(494,896)	75,795	(237,776)	2,422,338	2,274,601	3,339,763	4,404,530	7,219,732	5,780,061
Ending Unrestricted Cash	\$ 5,780,061	\$ 2,711,666	\$ 358,879	\$ 1,489,667	\$ 29,748	\$ (494,896)	\$ 75,795	\$ (237,776)	\$ 2,422,338	\$ 2,274,601	\$ 3,339,763	\$ 4,404,530	\$ 7,219,732	\$ 7,708,135	\$ 7,708,135
Operating Reserve - Beginning Balance	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995
Operating Reserve - Transfers															
Operating Reserve - Ending Balance	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995	\$ 16,999,995
Major Maintenance - Beginning Balance	\$ 15,516,664	\$ 14,958,372	\$ 14,227,879	\$ 13,497,385	\$ 12,766,892	\$ 12,036,398	\$ 11,295,333	\$ 10,554,269	\$ 9,813,204	\$ 9,072,139	\$ 8,331,074	\$ 7,199,011	\$ 6,066,949	\$ 4,934,886	\$ 14,958,372
Major Maintenance - Expenditures	(438,273)	(730,494)	(730,494)	(730,494)	(730,494)	(741,065)	(741,065)	(741,065)	(741,065)	(741,065)	(1,132,063)	(1,132,063)	(1,132,063)	(1,132,063)	(11,155,549)
Major Maintenance - Transfers	(120,018)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Major Maintenance - Ending Balance	\$ 14,958,372	\$ 14,227,879	\$ 13,497,385	\$ 12,766,892	\$ 12,036,398	\$ 11,295,333	\$ 10,554,269	\$ 9,813,204	\$ 9,072,139	\$ 8,331,074	\$ 7,199,011	\$ 6,066,949	\$ 4,934,886	\$ 3,802,823	\$ 3,802,823
Cash Posted to Counter Parties - Beginning Balance	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376
Deposits / (Returns)															
Cash Posted to Counter Parties - Ending Balance	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376	\$ 13,043,376
Change in Cash Summary															
Operating Cash Flow (excl. MM)	237,540	(2,022,387)	(1,306,779)	2,176,795	(413,912)	521,364	1,616,698	732,437	3,706,122	376,707	1,065,162	1,064,767	2,815,202	488,403	10,820,580
Non-Operating Disbursements	(1,532,920)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(1,046,008)	(524,444)	-	-	-	-	(8,892,506)
Change in Operating Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Major Maintenance Expenditures/Transfers	(558,292)	(730,494)	(730,494)	(730,494)	(730,494)	(741,065)	(741,065)	(741,065)	(741,065)	(741,065)	(1,132,063)	(1,132,063)	(1,132,063)	(1,132,063)	(11,155,549)
Increase (Decrease) in Cash Posted as Collateral	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Change in Cash (Incl. Cash Posted as Collateral)	\$ (1,853,672)	\$ (3,798,888)	\$ (3,083,280)	\$ 400,294	\$ (2,190,413)	\$ (1,265,708)	\$ (170,374)	\$ (1,054,636)	\$ 1,919,049	\$ (888,802)	\$ (66,901)	\$ (67,296)	\$ 1,683,139	\$ (643,660)	\$ (9,227,475)
Ending Cash Balance Breakdown															
Unrestricted Cash	5,780,061	2,711,666	358,879	1,489,667	29,748	(494,896)	75,795	(237,776)	2,422,338	2,274,601	3,339,763	4,404,530	7,219,732	7,708,135	7,708,135
Operating Reserve	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995	16,999,995
Major Maintenance Reserve	14,958,372	14,227,879	13,497,385	12,766,892	12,036,398	11,295,333	10,554,269	9,813,204	9,072,139	8,331,074	7,199,011	6,066,949	4,934,886	3,802,823	3,802,823
Ending Cash Balance	37,738,427	33,939,540	30,856,259	31,256,583	29,068,140	27,800,432	27,630,058	26,575,422	28,494,471	27,605,670	27,538,769	27,471,473	29,154,613	28,510,953	28,510,953
Cash Posted to Counter Parties	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376	13,043,376
Total Cash (Including Cash Posted as Collateral)	\$ 50,781,803	\$ 46,982,916	\$ 43,899,635	\$ 44,299,929	\$ 42,109,516	\$ 40,843,808	\$ 40,673,434	\$ 39,618,798	\$ 41,537,847	\$ 40,582,145	\$ 40,514,849	\$ 42,197,989	\$ 41,554,329	\$ 41,554,329	\$ 41,554,329
Total Change in Cash (Incl. Cash Posted as Collateral)	(1,853,672)	(3,798,888)	(3,083,280)	400,294	(2,190,413)	(1,265,708)	(170,374)	(1,054,636)	1,919,049	(888,802)	(66,901)	(67,296)	1,683,139	(643,660)	(9,227,475)

Exhibit B

(Certificates of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Entedra Power Group LLC Gila River Energy LLC 100 S. Ashley Drive Suite 1400 Tampa FL 33602 USA	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Argonaut Insurance Co		19801
	INSURER C: ACE American Insurance Company		22667
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570054939066** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	D&O-Primary			012614191 SIR applies per policy terms & conditions	06/01/2014	06/01/2015	D&O limit each loss \$10,000,000 Deductible \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificateholders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER Office of the United States Trustee for the District of Delaware Attn: David L. Buchbinder J. Caleb Boggs Federal Building 844 North King Street, Suite 2207 Wilmington DE 19801 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Holder Identifier :

Certificate No : 570054939066



LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Entegra Power Group LLC	
POLICY NUMBER See Certificate Number: 570054939066			
CARRIER See Certificate Number: 570054939066	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	D&O - XS			MLX760050401 1st xs D&O \$10M x \$10M	06/01/2014	06/01/2015	Each Occurrence	\$10,000,000
C				G24572705003 2nd xs D&O	06/01/2014	06/01/2015		



LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Entegra Power Group LLC	
POLICY NUMBER See Certificate Number: 570054939066			
CARRIER See Certificate Number: 570054939066	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

2nd E&O Excess Limit

Policy No. G24572705003
 Aggregate Limit of Liability: \$10,000,000
 Excess of \$20,000,000



LDI by Mr. J. Thompson Company
3460 Preston Ridge Road
Preston Ridge III
Suite 400
Alpharetta, Georgia
30005
United States of America
Tel: (1) 770 777-3600
Fax: (1) 770 777-0414

CERTIFICATE OF INSURANCE

This document is issued as a matter of information only and confers no rights upon the document holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: JD676 **Policy Term**
Account No.: 1-39371 **Effective Date:** 01 April 2013
Expiration Date: 01 April 2015

NAMED INSURED:
ENTEGRA POWER GROUP LLC

DESCRIPTION AND LOCATION OF PROPERTY COVERED:
See Attached

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided: **Peril:** **Limit Of Liability:**
Property Damage All Risk USD 1,000,000,000

ADDITIONAL INTERESTS:
Additional interests as detailed below are covered in accordance with Certificates of Insurance issued to such interests and on file with this Company. Loss, if any, shall be payable to such additional interests, as their interests may appear, and in accordance with loss payment provisions of the Policy.

CERTIFICATE TERM: **Effective:** 01 April 2013
Expires: 01 April 2015

INTEREST TYPE:
Lenders Loss Payee in accordance with the Additional Interests clause stated above and the lenders loss payee provisions of the policy.

Office of the United States Trustee for the District of Delaware
J. Caleb Boggs Federal Building
844 North King Street, Suite 2207
Wilmington, Delaware 19801, USA

real and personal property in which the insured has an insurable interest for all Entegra locations

Certificate No: 00010-001

Authorized Signature / Issue Date
David J Thompson/ 19 August 2014

For questions, contact: Diadra Griffin

Office of the United States Trustee for the District of Delaware
ATTN: David L. Buchbinder
J. Caleb Boggs Federal Building
844 North King Street, Suite 2207
Wilmington, Delaware 19801, USA

Policy No.: JD676

LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS:

A. The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.

B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:

1. any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
2. foreclosure, notice of sale, or similar proceedings with respect to the property.
3. changes in the title or ownership of the property.
4. changes to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

C. If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:

1. sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
2. this Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.

D. The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.

E. The Company has the right to invoke the Policy's SUSPENSION clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Company will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.

F. If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.

G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, SETTLEMENT OF CLAIMS, and SUIT AGAINST THE COMPANY.

H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

Policy No.: JD676

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property	Location No.:	INDEX No.:
	1	000537.00
Union Generating Station		
6434 Calion Highway		
El Dorado, Arkansas 71730-9462, USA		

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property	Location No.:	INDEX No.:
	2	000474.45
Gila River Generating Station- Powerblock 3 & 4		
1250 East Watermelon Road		
Gila Bend, Arizona 85337, USA		

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property	Location No.:	INDEX No.:
	4	084447.61
100 South Ashley Drive		
Tampa, Florida 33602-5360, USA		



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Entegra Power Group, LLC 100 South Ashley Dr., Ste 1400 Tampa FL 33602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: Endurance American Insurance Company		10641
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570054029616 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB2641443864024	06/01/2014	06/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-641-443864-034	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			X00G27368979 SIR applies per policy terms & conditions	06/01/2014	06/01/2015	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
							Deductible or Retent	\$25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC2641443864014	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570054029616

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER Office of the United States Trustee for the District of Delaware ATT: David L. Buchbinder J. Caleb Boggs Federal Building 844 North King Street, Suite 2207 Wilmington, DE 19801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Entegra Power Group, LLC	
POLICY NUMBER See Certificate Number: 570054029616			
CARRIER See Certificate Number: 570054029616	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				EXC10004985600	06/01/2014	06/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Entegra Power Group LLC 100 South Ashley Dr., Ste 1400 Tampa FL 33602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570054941525** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	EPL - Primary			68027992 EPL	06/01/2014	06/01/2015	Aggregate Limit \$5,000,000 Retention \$25,000

Certificate No : 570054941525

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

CANCELLATION

Office of the United States
 Trustee for the District of Delaware
 Attn: David L. Buchbinder
 J. Caleb Boggs Federal Building
 844 North King Street, Suite 2207
 Wilmington DE 19801 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Entegra Power Group LLC	
POLICY NUMBER See Certificate Number: 570054941525			
CARRIER See Certificate Number: 570054941525	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Fiduciary-Prim			68027992 Fiduciary	06/01/2014	06/01/2015	Fiduciary Liability	\$5,000,000
							Retention	\$10,000



LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Entegra Power Group LLC	
POLICY NUMBER See Certificate Number: 570054941525			
CARRIER See Certificate Number: 570054941525	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Crime Limit

Policy No. 68027992
 Employee Theft Coverage: \$5,000,000; \$150,000 Retention
 Premises Coverage: \$5,000,000; \$150,000 Retention
 In Transit Coverage: \$5,000,000; \$150,000 Retention
 Forgery Coverage: \$5,000,000; \$150,000 Retention
 Computer Fraud Coverage: \$5,000,000; \$150,000 Retention
 Funds Transfer Fraud Coverage: \$5,000,000; \$150,000 Retention
 Money Orders & Counterfeit Currency Fraud Coverage: \$5,000,000; \$150,000 Retention
 Credit Card Fraud Coverage: \$5,000,000; \$150,000 Retention
 Client Coverage: \$5,000,000; \$150,000 Retention
 Expense Coverage: \$250,000; Not Applicable Retention

Exhibit C

(Cash Management Order)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

ORIGINAL

-----X
 In re: : Chapter 11
 :
 : Case No. 14-11859 (PJW)
 ENTEGRA POWER GROUP LLC, *et al.*, :
 :
 : (Jointly Administered)
 Debtors. :
 :
 : Re: D.I. 14
 -----X

INTERIM ORDER (I) AUTHORIZING CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM AND BANK ACCOUNTS; (II) WAIVING CERTAIN UNITED STATES TRUSTEE REQUIREMENTS; (III) AUTHORIZING CONTINUED PERFORMANCE OF INTERCOMPANY TRANSACTIONS; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)¹ of the Debtors² for entry of an interim order (this “**Order**”): (i) authorizing the Debtors to continue to use their existing Cash Management System and bank accounts located at various banks in accordance with the terms of the Depository Agreement (as if no Event of Default has occurred or is continuing); (ii) granting the Debtors a waiver of certain bank account and related requirements of the U.S. Trustee; (iii) authorizing the Debtors to continue their existing deposit practices under the Cash Management System (subject to certain reasonable changes to the Cash Management System that the Debtors may implement); (iv) extending time to comply with Bankruptcy Code section 345(b); and (v) authorizing the continued performance of Intercompany Transactions consistent with historical practice and grant of administrative expense priority to Intercompany

¹ Capitalized terms used but not defined in this Order have the meanings used in the Motion.

² The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are Entegra Power Group LLC (3825); Entegra TC LLC (2889); EPG LLC (8348); Basso TP-2 Inc. (1726); Union Power LLC (N/A); Union Power Partners, L.P. (5385); UPP Finance Co. LLC (7090); Trans-Union Pipeline LLC (N/A); Trans-Union Interstate Pipeline, L.P. (7870); Entegra Power Services LLC (3106); Union Power Employee Company LLC (0841); and Gila River Energy HoldCo LLC (3510). The address of the Debtors’ corporate headquarters is: 100 S. Ashley Dr., Suite 1400, Tampa, FL 33602.

Transactions, all as more fully set forth in the Motion; and due and sufficient notice of the Motion having been provided under the particular circumstances, and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and a hearing having been held to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and upon the First Day Declaration, the record of the Hearing, and all of the proceedings before the Court; and the Court having found and determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Federal Rule of Bankruptcy Procedure 6003, and is in the best interests of the Debtors, their estates and creditors and any parties in interest; and that the legal and factual bases set forth in the Motion at the Hearing establish just cause for the relief granted herein; and after due deliberation thereon and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis to the extent set forth herein.
2. The final hearing (the “**Final Hearing**”) on the Motion shall be held on **September 3, 2014 at 11:00 a.m. (Eastern Daylight Time)**. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. (Eastern Daylight Time) on August 25, 2014, and served on the following parties: (i) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 North King Street, Suite 2207, Wilmington, DE 19801 (Attn: David L. Buchbinder, Esq.); (ii) O’Melveny & Myers LLP, Times Square Tower, Seven Times Square, New York, NY 10036 (Attn:

George A. Davis, Esq., John J. Rapisardi, Esq. and Diana M. Perez, Esq.), co-counsel for the Debtors; (iii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Mark D. Collins, Esq. and Jason M. Madron, Esq.), co-counsel for the Debtors; (iv) U.S. Bank National Association, c/o U.S. Bank Global Corporate Trust Services, 214 N. Tryon Street, 26th Floor, Charlotte, NC 28202, as Prepetition Second Lien Agent; (v) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036 (Attn: Brian Kim, Esq.), counsel to U.S. Bank National Association; (vi) Wells Fargo Bank, National Association, 625 Marquette Avenue, 11th Floor, Minneapolis, MN 55402 (Attn: Entegra Third Lien Account Administrator), as Prepetition Third Lien Agent; (vii) Perkins Coie LLP, 30 Rockefeller Plaza, 22nd Floor, New York, NY 10112 (Attn: Sean Connery, Esq.), counsel to Wells Fargo Bank, National Association; and (viii) Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 (Attn: Kenneth S. Ziman, Esq.) and Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Suite 2700, Chicago, IL 60606 (Attn: Ron Meisler, Esq. and Christopher M. Dressel, Esq.), counsel to the Participating Prepetition Lenders. Due to the nature of the relief requested herein, the Debtors submit that no other or further notice need be given. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized and empowered to continue to maintain and use their Cash Management System and bank accounts consistent with their prepetition practices and subject to the terms of the Depositary Agreement (as if no Event of Default has occurred or is continuing).

4. The Debtors are authorized to implement such changes to the Cash Management System as the Debtors may deem necessary or appropriate, including, without limitation, closing any of the bank accounts, to the extent permitted under the terms of the Depositary Agreement and other account control agreements. The Debtors' banks are authorized to honor the Debtors' requests to close bank account(s).

5. The Debtors are authorized but not directed to (i) maintain and continue to use their existing bank accounts that are listed on Exhibit C to the Motion, in the same manner and with the same account numbers, styles, and document forms as are currently employed; (ii) deposit funds in, and withdraw funds from, the bank accounts by all usual means, including checks, wire transfers, ACH transfers, drafts, electronic fund transfers, or other items presented, issued, or drawn on the bank accounts; (iii) pay prepetition and ordinary course bank fees in connection with the bank accounts; (iv) perform their obligations under the documents and agreements governing the bank accounts; and (v) treat the bank accounts for all purposes as accounts of the Debtors in their capacities as debtors in possession.

6. All banks are authorized and directed to (i) continue to administer, service, and maintain the bank accounts as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course and (ii) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, or other items presented, issued, or drawn on the bank accounts (collectively, the "**Disbursements**") on account of a claim, whether arising prior to, on, or after the Petition Date, so long as there are sufficient funds in the relevant bank accounts.

7. Subject to the provisions of this Order, the banks are authorized and directed to rely on the Debtors' representations as to which Disbursements are authorized to be

honored or dishonored, whether or not such Disbursements are dated prior to, on, or subsequent to the Petition Date, and whether or not the bank believes the payment is authorized by an order of the Court. No bank that honors a Disbursement that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition Disbursement; (ii) in the good faith belief that the Court has authorized such prepetition Disbursement to be honored; or (iii) as a result of an innocent mistake, shall be deemed in violation of this Order and shall have no liability for a prepetition Disbursement that is subject to this Order. To the extent that the Debtors direct that any Disbursement be dishonored or the banks inadvertently dishonor any Disbursements, the Debtors may issue replacement Disbursements consistent with the orders of this Court.

8. The UST Requirement that the Debtors close all existing bank accounts and open new DIP Accounts is hereby waived. The Debtors' bank accounts are deemed to be DIP Accounts.

9. The UST Requirement that the Debtors open separate DIP Accounts for payroll and taxes is hereby waived.

10. The Debtors are authorized to continue using all checks, correspondence, and other business forms, including, but not limited to, purchase orders, multicopy checks, letterhead, envelopes, promotional materials, and other business forms, substantially in the forms existing immediately prior to the Petition Date, without reference to the Debtors' status as debtors in possession; **provided that**, the Debtors shall begin printing the "Debtor in Possession" legend and corresponding bankruptcy case number on all checks within ten (10) days of the date of entry of this Order.

11. The Debtors are authorized to continue to make deposits in accordance with their existing practices (subject to any reasonable changes to the Cash Management System that the Debtors may implement).

12. The Debtors shall have 60 days (or such additional time as the U.S. Trustee may agree to) from the Petition Date (the “**Extension Period**”) within which to comply with Bankruptcy Code section 345(b) or to make such other arrangements as agreed with the U.S. Trustee, and that such extension is without prejudice to the Debtors’ right to request a further extension of the Extension Period or waiver of the requirements of Bankruptcy Code section 345(b) in these cases.

13. Within fifteen (15) days of the date of entry of this Order, with respect to banks at which the Debtors hold bank accounts that are party to a Uniform Depository agreement with the U.S. Trustee, the Debtors shall (i) contact each bank; (ii) provide the bank with each of the Debtors’ tax identification numbers; and (iii) identify each of their bank accounts held at such bank as being held by a debtor in possession in a bankruptcy case.

14. Within forty-five (45) days of the date of entry of this Order, with respect to banks at which the Debtors hold accounts that are not party to a Uniform Depository agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the banks to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee. The U.S. Trustee’s rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

15. The Debtors will give notice within fifteen (15) days of opening any new bank accounts or closing any existing bank accounts, as they may deem necessary and

appropriate in their sole discretion, to the U.S. Trustee and any statutory committees appointed in these chapter 11 cases; **provided, that**, the Debtors shall open any new bank accounts at banks that have executed a Uniform Depository agreement with the U.S. Trustee, or at such banks that are willing to immediately execute such an agreement.

16. Notwithstanding anything to the contrary set forth herein, the Debtors are authorized to continue performing Intercompany Transactions arising from or related to the operation of their businesses in the ordinary course. All payments from any Debtor to any other Debtor entity under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense priority under Bankruptcy Code section 503(b). In connection with the Intercompany Transactions, the Debtors shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts. Intercompany transfers to non-Debtor affiliates and subsidiaries are hereby prohibited, absent further order of the Court.

17. Nothing in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtors) shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) an admission with respect to the validity, extent, or perfection of any lien; (iii) a waiver of the Debtors' rights or any party in interest to dispute, contest, setoff, or recoup any claim, or assert any rights, claims, or defenses related thereto; (iv) a waiver of the Debtors' rights or any party in interest regarding the validity, extent, perfection, or possible avoidance of any lien; or (v) an approval or assumption of any agreement, contract, program, policy or lease under Bankruptcy Code section 365.

18. The requirements set forth in Federal Rule of Bankruptcy Procedure 6004(a) are hereby waived.

19. Notwithstanding the applicability of Federal Rule of Bankruptcy Procedure 6004, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

21. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: August 6, 2014
Wilmington, Delaware



THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

Exhibit D
(Retainers Paid)

In re Entegra Power Group LLC

Case No.: 14-11859

Reporting Period: Prepetition

SCHEDULE OF RETAINERS PAID TO PROFESSIONALS
 (This schedule is to include each Professional paid a retainer)

Date	Check Number	Name of Payor	Amount	Amount Applied to Date	Balance
Richards, Layton, & Finger*					
3/6/2014	N/A	Entegra Power Group LLC	\$100,000.00		
8/1/2014	N/A	Entegra Power Group LLC	\$61,000.00		
Total			\$161,000.00	\$61,000.00	\$100,000.00
Prime Clerk LLC*					
3/7/2014	N/A	Entegra Power Group LLC	\$30,000	\$25,839.27	\$4,160.73

* Professional has requested an Evergreen Retainer