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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

Case No. BK-N-01-31627
Chapter 11

In re
WASHINGTON GROUP
INTERNATIONAL, INC., et
al.,

Debtors.

**ORDER UNDER 11 U.S.C. § 365
AUTHORIZING DEBTORS' ASSUMPTION OF
ALL AGREEMENTS IN CONNECTION WITH
TECHNOLOGY-RELATED DEVELOPMENT AND
TECHNOLOGY LICENSING ACTIVITIES**

Hearing Date: December 7, 2001
Hearing Time: 9:30 a.m.

Upon the motion dated November 16, 2001 (the "Motion")¹
of the above-captioned debtors and debtors-in-possession (the
"Debtors") for entry of an order under 11 U.S.C. § 365
authorizing the Debtors to assume all agreements in connection

¹ Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

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with the Debtors' technology-related development and technology licensing activities listed on Exhibit A to the Motion; and after a hearing on the Motion; and the Court having considered the Motion; and the Court having considered the declaration of Herb Sears in support of the Motion; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

FOUND THAT:

A. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest;

B. Proper and adequate notice of the Motion has been given and no other or further notice is required;

C. The Debtors have exercised sound business judgment in deciding to assume the agreements listed on Exhibit A to the Motion and those agreements listed on the attached Exhibit 1, which are modifications of agreements included in the Motion or are additional agreements (collectively, the "Agreements"), and have satisfied the requirements of 11 U.S.C. § 365(a) and Fed. R. Bankr. P. 6006; and it is therefore,

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

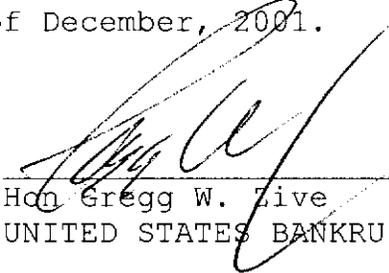
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2. The Debtors are hereby authorized under 11 U.S.C. § 365 to assume, and are hereby deemed to have assumed the Agreements.

3. Any party asserting a claim for cure amounts relating to the assumption of the Agreements shall file a notice of cure claim no later than 30 days following the entry of this Order or be forever barred from doing so.

4. This Court shall retain jurisdiction to decide any disputes arising between the Debtors and any other party to the Agreements with respect to this Order.

DATED this 11th day of December, 2001.



Hon Gregg W. Live
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT

1

EXHIBIT 1

Cooperation Agreements

1. Engineering Services/ PO-SM and Propylene Glycol Letter Agreement relating to Contract No. 53-89RE, executed effective as of October 3, 1988, as amended, by and between Badger Engineers, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company).
2. Letter Agreement relating to Contract No. 53-89RE, dated as of April 27, 1987, between Badger Engineers, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company).
3. Amendatory Agreement relating to Contract No. 53-89RE, dated as of June 30, 1995, by and between Raytheon Engineers & Constructors, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company).
4. Letter Agreement relating to Contract No. 53-89RE, entered into on June 3, 1987 between Badger Engineers, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company).
5. Engineering Services Contract No. E-0579-3000, dated February 1, 1995, by and between Raytheon Engineers & Constructors, Inc. (n/k/a Washington Group International, Inc.) and ARCO Chemical Company (n/k/a Lyondell Chemical Company).
6. Amendatory Agreement relating to Engineering Services Contract No. E-0579-3000, dated as of June 30, 1995.
7. Amendatory Agreement relating to Engineering Services Contract No. E-0579-3000, dated as of August 23, 2000.

License Agreements

1. Ethylbenzene Technology License Agreement relating to Contract No. 53-89RE, dated as of October 3, 1988, by and between Badger Engineers, Inc. and ARCO Chemical Company.
2. Letter Agreement, dated June 14, 1991, by and between Badger Engineers, Inc. and ARCO Chemical Company, regarding Amendments to Ethylbenzene

Technology License Agreement of October 3, 1988 between Badger Engineers, Inc. and ARCO Chemical Company.

3. Amendatory Agreement, dated as of September 29, 1995, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and ARCO Chemical Company.
4. Amendatory Agreement, dated as of November 17, 2000, by and between Raytheon Engineers & Constructors, Inc. (acting by and through its Badger Technology Center) and ARCO Chemical Company (n/k/a Lyondell Chemical Company)

Project Agreements

1. Contract No. 99-040-000, dated February 1, 2000, for Quality Assurance Services, by and between Raytheon Engineers & Constructors, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company)
2. Contract No. E-096-9-5000 for PO-11 Project, by and between Raytheon Engineers & Constructors, Inc. and ARCO Chemical Company (n/k/a Lyondell Chemical Company)

Secrecy Agreements

1. Secrecy and Evaluation Agreement, entered into on January 1, 2001, by and between Washington Group International, Stockhausen GmbH & Co. KG, and Niro Process Technology B.V.