
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT

TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED

PURSUANT TO § 240.13d-2(a)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 4)*

Babcock & Wilcox Enterprises, Inc.

(Name of Issuer)

Common Stock, par value \$0.01

(Title of Class of Securities)

05614L 10 0

(CUSIP Number)

Bryant R. Riley

B. Riley Financial, Inc.

21255 Burbank Boulevard, Suite 400

Woodland Hills, CA 91367

(818) 884-3737

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 23, 2019

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* § 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

SCHEDULE 13D

CUSIP No.	05614L 10 0
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1	NAMES OF REPORTING PERSONS B. Riley Financial, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>See Instructions</i>) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 8,578,274
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 8,578,274
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,578,274	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.9%*	
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) HC	

* Percent of class is calculated based on (i) 46,275,719 shares of common stock, par value \$0.01 (the "Common Stock"), of Babcock & Wilcox Enterprises, Inc. (the "Issuer"), which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock issuable upon the exercise of the Warrants (as defined herein), which are exercisable within 60 days.

SCHEDULE 13D

CUSIP No.	05614L 10 0
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1	NAMES OF REPORTING PERSONS B. Riley Capital Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>See Instructions</i>) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
		8 SHARED VOTING POWER 1,985,889
		9 SOLE DISPOSITIVE POWER 0
		10 SHARED DISPOSITIVE POWER 1,985,889
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,985,889	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.1%*	
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) IA	

* Percent of class is calculated based on (i) 46,275,719 shares of Common Stock of the Issuer, which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock issuable upon the exercise of the Warrants, which are exercisable within 60 days.

SCHEDULE 13D

CUSIP No.	05614L 10 0
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1	NAMES OF REPORTING PERSONS B. Riley FBR, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>See Instructions</i>) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
		8 SHARED VOTING POWER 1,859,423
		9 SOLE DISPOSITIVE POWER 0
		10 SHARED DISPOSITIVE POWER 1,859,423
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,859,423	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.9%*	
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) BD	

* Percent of class is calculated based on (i) 46,275,719 shares of Common Stock of the Issuer, which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock issuable upon the exercise of the Warrants, which are exercisable within 60 days.

SCHEDULE 13D

CUSIP No.	05614L 10 0
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1	NAMES OF REPORTING PERSONS BRC Partners Opportunities Fund, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>See Instructions</i>) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
		8 SHARED VOTING POWER 1,985,889
		9 SOLE DISPOSITIVE POWER 0
		10 SHARED DISPOSITIVE POWER 1,985,889
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,985,889	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.1%*	
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) PN	

* Percent of class is calculated based on (i) 46,275,719 shares of Common Stock of the Issuer, which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock exercisable within 60 days under the Warrants.

SCHEDULE 13D

CUSIP No.		05614L 10 0
1	NAMES OF REPORTING PERSONS BRC Partners Management GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (<i>See Instructions</i>) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,985,889
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,985,889
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,985,889	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.1%*	
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) OO	

* Percent of class is calculated based on (i) 46,275,719 shares of Common Stock of the Issuer, which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock issuable upon the exercise of the Warrants, which are exercisable within 60 days.

SCHEDULE 13D

CUSIP No.	05614L 10 0
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1	NAMES OF REPORTING PERSONS Bryant R. Riley									
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>									
3	SEC USE ONLY									
4	SOURCE OF FUNDS (<i>See Instructions</i>) PF									
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>									
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America									
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;">7</td> <td>SOLE VOTING POWER 145,488</td> </tr> <tr> <td style="text-align: center;">8</td> <td>SHARED VOTING POWER 8,662,698 (1)</td> </tr> <tr> <td style="text-align: center;">9</td> <td>SOLE DISPOSITIVE POWER 145,488</td> </tr> <tr> <td style="text-align: center;">10</td> <td>SHARED DISPOSITIVE POWER 8,662,698 (1)</td> </tr> </table>	7	SOLE VOTING POWER 145,488	8	SHARED VOTING POWER 8,662,698 (1)	9	SOLE DISPOSITIVE POWER 145,488	10	SHARED DISPOSITIVE POWER 8,662,698 (1)
7	SOLE VOTING POWER 145,488									
8	SHARED VOTING POWER 8,662,698 (1)									
9	SOLE DISPOSITIVE POWER 145,488									
10	SHARED DISPOSITIVE POWER 8,662,698 (1)									
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,808,186									
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (<i>See Instructions</i>) <input type="checkbox"/>									
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.4%*									
14	TYPE OF REPORTING PERSON (<i>See Instructions</i>) IN									

* Percent of class is calculated based on (i) 46,275,719 shares of Common Stock of the Issuer, which is the total number of shares outstanding as of July 24, 2019 following the completion of the Equitization Transactions and the Issuer's one-for-ten reverse stock split, plus (ii) 1,666,666 shares of Common Stock issuable upon the exercise of the Warrants, which are exercisable within 60 days.

(1) Reflects shares of Common Stock held jointly with Carleen Riley, Mr. Riley's spouse, with whom he shares voting and dispositive power, and shares of Common Stock held directly by BRPLP and BRFBR.

Explanatory Note

This Amendment No. 4 (this “Amendment”) amends and supplements the Schedule 13D filed on November 30, 2018, as amended by Amendment No. 1 to Schedule 13D, filed with the Securities and Exchange Commission (the “SEC”) on April 10, 2019, Amendment No. 2 to the Schedule 13D, filed with the SEC on May 7, 2019, and Amendment No. 3 to Schedule 13D filed with the SEC on July 23, 2019 (as amended, the “Schedule 13D”), by the Reporting Persons relating to the common stock, par value \$0.01 (the “Common Stock”), of Babcock & Wilcox Enterprises, Inc. (the “Issuer”).

Information reported in the Schedule 13D remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Schedule 13D. All references in the Schedule 13D and this Amendment to the “Statement” will be deemed to refer to the Schedule 13D as amended and supplemented by this Amendment.

Item 3. Source and Amount of Funds or Other Considerations

Item 3 is amended and restated in its entirety as follows:

Of the shares of Common Stock to which this Statement relates:

- (1) 1,090,870 shares of Common Stock were purchased on behalf of the Reporting Persons using its working capital. The Reporting Persons purchased such shares for an aggregate purchase price of approximately \$21,879,136 (excluding commissions);
- (2) 115,713 shares of Common Stock beneficially owned by Mr. Riley was acquired with personal funds through various transactions on the open market. The aggregate purchase price of such shares of Common Stock beneficially owned by Mr. Riley was approximately \$1,875,152.99 (excluding commissions);
- (3) 1,190,775 shares of Common Stock were purchased on behalf of the Reporting Persons using its investment capital or, in the case of Mr. Riley, personal funds. The Reporting Persons purchased such shares for an aggregate purchase price of approximately \$3,572,328.90 (excluding commissions) in connection with the Issuer’s rights offering disclosed in the Issuer’s prospectus dated June 28, 2019 and filed with the SEC on June 28, 2019 (the “Rights Offering”);
- (4) In connection with the Backstop Exchange Agreement (as further described in Item 4 herein), the Reporting Persons purchased 2,744,163 shares of Common Stock, through the cancellation and discharge of principal of the Issuer’s Tranche A-3 term loans in an amount equal to approximately \$8,232,489.79.
- (5) In connection with the Exchange and Purchase Agreements (as further described in Item 4 herein), the Reporting Persons purchased 1,999,999 shares of Common Stock, through the cancellation and discharge of principal of the Issuer’s Tranche A-1 term loans in an amount equal to approximately \$6,000,000.00.
- (6) Simultaneously with the Equitization Transactions, the Issuer issued an aggregate of 1,666,666 Warrants to BRF and BRPLP, each exercisable for one right to purchase one share of our common stock at a purchase price of \$0.01 per share.

Item 4. Purpose of Transaction

Item 4 is amended to add the following:

On July 23, 2019, certain Reporting Persons entered into the following transactions:

- (a) On July 23, 2019, Vintage Capital Management, LLC (“Vintage Capital”) assigned its interest in \$6,000,000 aggregate principal amount of the Issuer’s Tranche A-1 last out term loans under the Issuer’s Credit Agreement (the “Loan Assignments”), of which \$3,999,999.90 aggregate principal amount was assigned to BRPLP and \$2,000,000.10 aggregate principal amount was assigned to BRF.
- (b) On July 23, 2019, following completion of the Loan Assignments, (i) BRF and the Issuer entered into an Exchange and Purchase Agreement (the “BRF Exchange and Purchase Agreement”), pursuant to which BRF agreed to cancel and fully discharge its interest in the Issuer’s Tranche A-1 last out term loan in an aggregate amount of \$2,000,000.10 (inclusive of paid-in-kind interest), plus any accrued interest thereon, in exchange for its purchase of 666,666 newly issued shares of Common Stock; and (ii) BRPLP and the Issuer entered into an Exchange and Purchase Agreement (the “BRPLP Exchange and Purchase Agreement”, and together with the BRF Exchange and Purchase Agreement, the “Exchange and Purchase Agreements”), pursuant to which BRF agreed to cancel and fully discharge its interest in the Issuer’s Tranche A-1 last out term loan in an aggregate amount of \$3,999,999.90 (inclusive of paid-in-kind interest), plus any accrued interest thereon, in exchange for its purchase of 1,333,333 newly issued shares of Common Stock.

The Exchange and Purchase Agreements each contain customary representations, warranties and covenants of the parties. The foregoing summaries of the Exchange and Purchase Agreements do not purport to be complete and are qualified in its entirety by the full text of each of the Exchange and Purchase Agreements, which are attached as Exhibits 2 and 3 and incorporated herein by reference. All shares of Common Stock issued pursuant to the Exchange and Purchase Agreements were issued in a transaction exempt from registration under the Securities Act.

- (c) Pursuant to the Backstop Exchange Agreement, BRFBR agreed to purchase from the Issuer all unsubscribed shares of the Issuer's Common Stock to be issued in connection with the Issuer's Rights Offering (as previously disclosed). In connection with the Backstop Exchange Agreement, and simultaneously with the Exchange and Purchase Agreements, BRF and BRPLP subscribed for an aggregate of 4,744,162 shares of Common Stock, at an aggregate price of \$14,232,489.79 (the "Backstop Subscription"), paid by the cancellation and discharge of a like amount of the principal balance, of Tranche A-3 term loans of the Issuer.
- (d) Simultaneously with the other transactions sets forth herein, the Issuer issued (i) to BRPLP, 125,000 shares of Common Stock issuable upon the exercise of the Stock Purchase Warrant, dated July 23, 2019, which is attached as Exhibit 4 and is incorporated herein by reference (the "BRPLP Warrant"), and (ii) to BRF, 1,541,666 shares of Common Stock issuable upon the exercise of the Stock Purchase Warrant, dated July 23, 2019, which is attached as Exhibit 5 and is incorporated herein by reference (the "BRF Warrant", and together with the BRPLP Warrant, the "Warrants"). The foregoing summaries of the Warrants do not purport to be complete and are qualified in its entirety by the full text of each of the Warrants, which are attached as Exhibits 4 and 5 and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Paragraphs (a), (b) and (c) of Item 5 are amended and restated in their entirety as follows:

(a) - (b)

- 1. As of the date hereof, (i) BRPLP beneficially owned directly 1,860,889 shares of Common Stock and 125,000 shares of Common Stock issuable upon the exercise of the BRPLP Warrant, together representing 4.1% of the Issuer's Common Stock, (ii) BRFBR beneficially owned directly 1,859,423 shares of Common Stock, representing 3.9% of the Issuer's Common Stock, and (iii) BRF beneficially owned directly 3,191,296 shares of Common Stock and 1,541,666.7 shares of Common Stock issuable upon the exercise of the BRF Warrant, together representing 17.9% of the Issuer's Common Stock.
- 2. BRPGP is a subsidiary of BRCM, a registered investment advisor, and is the general partner of BRPLP. BRF is the parent company of BRCM. As a result, BRPGP, BRCM and BRF may be deemed to indirectly beneficially own the Shares held by BRPLP.
- 3. BRF is the parent company of BRFBR. As a result, BRF may be deemed to indirectly beneficially own the Shares held by BRFBR.
- 4. Mr. Riley may beneficially own 229,912 shares of Common Stock representing 0.5% of the Issuer's Common Stock, of which (i) 84,424 shares are held jointly with his wife, Carleen Riley, (ii) 14,781 shares are held as sole custodian for the benefit of Abigail Riley, (iii) 14,781 shares are held as sole custodian for the benefit of Charlie Riley, (iv) 14,781 shares are held as sole custodian for the benefit of Eloise Riley, (v) 12,794 shares are held as sole custodian for the benefit of Susan Riley, (vi) 50,998 shares are held as sole trustee of the Robert Antin Children Irrevocable Trust, (vii) 37,353 shares are held in Mr. Riley's 401(k) account, and (viii) 8,578,274 shares outstanding or issuable upon the exercise of the Warrants are held directly by BRF, BRPLP or BRFBR in the manner specified in paragraph (1) above. Mr. Riley disclaims beneficial ownership of the shares held by BRF, BRPLP and BRFBR, which are not directly owned or controlled by Mr. Riley.

Each of the Reporting Persons, as a member of a "group" with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Exchange Act, may be deemed to beneficially own the securities of the Issuer owned by the other Reporting Persons. The filing of this Schedule 13D shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Exchange Act, the beneficial owners of any securities of the Issuer it does not directly own or control. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that it does not directly own or control.

As of the date hereof, each of BRPLP, BRPGP, BRCM and BRF have shared power to vote or direct the vote of, and to dispose or direct the disposition of, the Shares beneficially owned directly by BRPLP.

As of the date hereof, each of BRFBR and BRF have shared power to vote or direct the vote of, and to dispose or direct the disposition of, the Shares beneficially owned directly by BRFBR.

(c) Except for the shares of Common Stock issued to the Reporting Persons in connection with the Rights Offering, Exchange and Purchase Agreements, Backstop Exchange Agreement, and the shares issuable upon exercise under the Warrants (as described in Items 3 and 4), none of the Reporting Persons has effected any transactions in the Common Stock in the 60 days prior to the date of this Amendment that were not previously reported.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is amended to add the following:

The information with respect to the Loan Assignments, Warrants, Exchange and Purchase Agreements and Backstop Exchange Agreement in Item 4 is incorporated by reference herein.

On July 29, 2019, BRF, as lender, entered into an amendment and restatement of certain loan obligations, with Vintage Capital, as borrower (the "Loan"). The Loan is secured by a pledge, pursuant to that certain Amended and Restated Pledge Agreement, dated as of July 29, 2019, between BRF and Vintage Capital (the "Pledge Agreement"), of certain collateral, including 5,000,000 shares of Common Stock of the Issuer owned or held of record or beneficially by Vintage Capital, and any and all replacements, products and proceeds of, and dividends, distributions in property or securities, returns of capital or other distributions made on or with respect to such shares.

The foregoing descriptions of each of the Agreements do not purport to be complete and are qualified in its entirety by reference to the Backstop Exchange Agreement, Investor Rights Agreement and the Registration Rights Agreement.

By virtue of entry into the Letter Agreement and the obligations and rights thereunder, which contains, among other things, certain provisions relating to transfer of, and coordination of the issuance of securities of the Issuer (including an obligation to effectuate the Rights Offering) by the parties thereto, the Reporting Persons and Vintage Capital may be deemed to constitute a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended. Based in part on information provided by the Issuer and the Schedule 13D filings of Vintage, such a "group" would be deemed to beneficially own an aggregate of 24,516,569 shares of Common Stock, or 51.1% of the Common Stock of the Issuer calculated pursuant to Rule 13d-3. Each Reporting Person expressly disclaims any assertion or presumption that it and the other persons on whose behalf this Statement is filed constitute a "group" for the purposes of Sections 13(d) and 13(g) of the Act and the rules thereunder. The filing of this statement should not be construed to be an admission that any member of the Reporting Persons are members of a "group" for the purposes of Sections 13(d) and 13(g) of the Act.

Item 7. Material to Be Filed as Exhibits

The following documents are filed as exhibits:

Exhibit Number	Description
1	<u>Joint Filing Agreement, dated May 7, 2019, by and among B. Riley Financial, Inc., BRC Partners Opportunity Fund, L.P., BRC Partners Management GP, LLC, B. Riley Capital Management, LLC, B. Riley FBR, Inc. and Bryant R. Riley (incorporated by reference to Exhibit 1 to the Schedule 13D/A filed by the Reporting Persons on May 7, 2019).</u>
2	<u>Exchange and Purchase Agreement, dated as of July 23, 2019, by and between Babcock & Wilcox Enterprises, Inc. and BRC Partners Opportunity Fund, L.P.</u>
3	<u>Exchange and Purchase Agreement, dated as of July 23, 2019, by and between Babcock & Wilcox Enterprises, Inc. and B. Riley Financial, Inc.</u>
4	<u>Stock Purchase Warrant, dated July 23, 2019, issued by Babcock & Wilcox Enterprises, Inc. to BRC Partners Opportunity Fund, L.P.</u>
5	<u>Stock Purchase Warrant, dated July 23, 2019, issued by Babcock & Wilcox Enterprises, Inc. to B. Riley Financial, Inc.</u>

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 29, 2019

B. RILEY FINANCIAL, INC.

By: /s/Bryant R. Riley
Name: Bryant R. Riley
Title: Co-Chief Executive Officer

BRC PARTNERS OPPORTUNITY FUND, L.P.

By: /s/Bryant R. Riley
Name: Bryant R. Riley
Title: Chief Investment Officer

BRC PARTNERS MANAGEMENT GP, LLC

By: B. Riley Capital Management, LLC, its sole member

By: /s/Bryant R. Riley
Name: Bryant R. Riley
Title: Chief Executive Officer

B. RILEY CAPITAL MANAGEMENT, LLC

By: /s/Bryant R. Riley
Name: Bryant R. Riley
Title: Chief Executive Officer

B. RILEY FBR, INC.

By: /s/Andrew Moore
Name: Andrew Moore
Title: Chief Executive Officer

/s/Bryant R. Riley
Bryant R. Riley

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of this filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement, provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001).

EXCHANGE AND PURCHASE AGREEMENT

This Exchange and Purchase Agreement (this “Agreement”), dated as of July 23, 2019, is made by and between Babcock & Wilcox Enterprises, Inc., a Delaware corporation (the “Company”) and BRC Partners Opportunity Fund, LP, a Delaware limited partnership and holder of the Tranche A-1 Term Loan under the Company’s Credit Agreement (each as defined herein) (the “Purchaser”). As used herein, “Parties” refers collectively to the Company and the Purchaser.

RECITALS

The Company has incurred indebtedness under the Credit Agreement, dated as of May 11, 2015, among the Company, as the borrower, Bank of America, N.A., as Administrative Agent, and the other lenders party thereto, as it has been amended from time to time since (as it may be further amended, the “Credit Agreement”) and desires to restructure such indebtedness by having (i) the Purchaser cancel the principal balance of the Tranche A-1 Term Loan under the Credit Agreement (the “Tranche A-1 Term Loan”) totaling \$3,999,999.90 and (ii) the Company issue new shares of its common stock, par value \$0.01 per share (“Common Stock”), to the Purchaser in exchange for its interest in the Tranche A-1 Term Loan.

Now, therefore, in consideration of the mutual promises, agreements, representations, warranties, and covenants contained herein, the Parties hereto agree as follows:

Section 1. Exchange Transaction.

(a) In order to effect the complete cancellation of \$3,999,999.90 in obligations due and owing under the Tranche A-1 Term Loan, effective upon the Closing (as defined herein), the parties hereto agree as follows: (i) the Purchaser hereby agrees that all of the liabilities, obligations and indebtedness owing by the Company to such Purchaser under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) in the amount totaling \$3,999,999.90 in principal (inclusive of paid-in-kind interest), plus any accrued cash interest thereon, are hereby deemed satisfied in full, and irrevocably discharged, terminated, released, and of no further force or effect (the “Cancelled Debt”); and (ii) in exchange for such cancellation, the Company hereby authorizes and agrees to, and hereby does, issue and sell an aggregate of 13,333,333 shares of its Common Stock, at a per share price equal to \$0.30 per share (the “Exchange Shares”), to the Purchaser, and has paid to the Agent (as defined in the Credit Agreement) all unpaid but accrued cash interest on the Cancelled Debt pursuant to the Credit Agreement (collectively, the “Exchange Transaction”).

(b) The closing of the Exchange Transaction (the “Closing”) shall take place at 10:00 a.m. (Eastern Time) on the date hereof at the offices of King & Spalding LLP, 1185 6th Ave, New York, New York 10036, or such other place, time, and date as shall be agreed between the Company and the Purchaser (the date on which the Closing occurs, the “Closing Date”).

(c) At the Closing (i) the Purchaser shall deliver to the Company or to any other person, as applicable, such documentation as is necessary under the Credit Agreement to exchange and cancel the Cancelled Debt, and (ii) the Company shall deliver to the Purchaser the Exchange Shares in book-entry form, free and clear of all liens, other than liens arising by reason of the transactions contemplated by this Agreement and applicable federal or state laws, to the account of the Purchaser with the Company’s transfer agent, which Exchange Shares shall be legended to reflect the fact that the shares have not been registered under the Securities Act of 1933, as amended (the “Securities Act”) and may not be resold without registration under the Securities Act or pursuant to an exemption from the registration requirements thereof.

Section 2. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as set forth below:

(a) *Organization*. The Company is duly organized and is validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole, or materially impair the Company's ability to consummate the transactions contemplated hereby. The Company has the requisite power and authority to own, operate and lease its properties and assets as and where currently owned, operated and leased and to conduct its business as currently conducted.

(b) *Power and Authority*. The Company has the requisite corporate power and authority to enter into, execute, and deliver this Agreement and to perform its obligations hereunder.

(c) *Execution and Delivery; Enforceability*. This Agreement is duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws affecting the enforcement of creditors' rights generally, and subject to principles of equity and public policy.

(d) *Authorized and Issued Capital Stock*. As of the date hereof, the authorized capital stock of the Company consists of (i) 500,000,000 shares of Common Stock and (ii) 20,000,000 shares of preferred stock, par value \$0.01 per share ("Preferred Stock"). As of the date hereof, and before giving effect to any shares issued in connection with any of the transactions contemplated as part of the Equitization Proposals (as defined in the Backstop Agreement, as defined below), (i) 168,882,670 shares of Common Stock were issued and outstanding, (ii) 5,927,039 shares of Common Stock were held in the treasury of the Company, (iii) 27,603,358 shares of Common Stock were reserved for future issuance pursuant to outstanding stock options and other rights to purchase shares of Common Stock and vesting of restricted stock units and restricted stock granted under the Company's stock option or stock-based compensation plans and (iv) no shares of Preferred Stock were issued and outstanding. The issued and outstanding shares of Common Stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar rights. Except as set forth in this Section 2(d), and except as contemplated by the Investor Rights Agreement, dated as of April 30, 2019 (the "Investor Rights Agreement"), among B. Riley FBR, Inc. ("B. Riley"), Purchaser and the Company, the Backstop Exchange Agreement, dated as of April 30, 2019 (the "Backstop Agreement"), among B. Riley and the Company, the Letter Agreement, dated April 5, 2019 (the "Equity Letter Agreement"), among B. Riley, Purchaser and the Company, and the Agreement, dated as of January 3, 2018 (the "Vintage Letter Agreement"), among the Company, Purchaser, Kahn Capital Management, LLC and Brian R. Kahn, as of the date of this Agreement, no shares of capital stock or other equity securities or voting interest in the Company are issued, reserved for issuance, or outstanding. Except as set forth in this Section 2(d), and except as contemplated by the Investor Rights Agreement, the Backstop Agreement, the Equity Letter Agreement, and the Vintage Letter Agreement, as of the date of this Agreement, the Company is not party to or otherwise bound by or subject to any outstanding option, warrant, call, subscription, or other right (including any preemptive right), agreement, or commitment that (w) obligates the Company to issue, deliver, sell transfer repurchase, redeem, or otherwise acquire, or cause to be issued, delivered, sold, or transferred, or repurchased, redeemed, or otherwise acquired, any shares of the capital stock of, or other equity or voting interests in, the Company or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity or voting interest in, the Company, (x) obligates the Company to issue, grant, extend, or enter into any such option, warrant, call, right, security, commitment, contract, arrangement, or undertaking, (y) restricts the transfer of any shares of capital stock of the Company (other than pursuant to restricted stock award agreements under the Company's stock option or stock-based compensation plans), or (z) relates to the voting of any shares of capital stock of the Company (other than the Investor Rights Agreement and the Vintage Letter Agreement).

(e) *Issuance.* The Exchange Shares are issued and delivered against payment therefor, and are duly authorized, validly issued and delivered, and fully paid and nonassessable, and are not issued in violation of any preemptive or similar rights. The Exchange Shares have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(f) *No Conflict.* The execution and delivery of this Agreement by the Company, and the performance of and compliance with all of the provisions hereof by the Company and the consummation of the transactions contemplated herein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the Company's Restated Certificate of Incorporation, as amended, or Amended and Restated Bylaws or any of the organizational or governance documents of the Company's subsidiaries, and (iii) will not result in any violation of, or any termination or impairment of any rights under, any law, statute, rule or regulation or any license, authorization, injunction, judgment, order, decree, rule, or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in any such case described in subclauses (i) and (iii) for any conflict, breach, violation, default, acceleration, lien, termination, or impairment which does not involve any agreement or plan with or for the benefit of any employee of the Company or any of its subsidiaries and which would not reasonably be expected to be, individually or in the aggregate, to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(g) *Consents and Approvals.* No consent, approval, authorization, order, registration, or qualification of or with any third party or any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties is required for the the execution and delivery by the Company of this Agreement and performance of and compliance by the Company with all of the provisions hereof and the consummation of the transactions contemplated herein.

(h) *Arm's Length*. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated hereby and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person or entity. Additionally, the Purchaser is not advising the Company or any other person or entity as to any legal, tax, investment, accounting, or regulatory matters in any jurisdiction. The Company has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Purchaser shall not have any responsibility or liability to the Company or its stockholders, directors, officers, employees, advisors or other representatives with respect thereto. Any review by the Purchaser of the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Purchaser and shall not be on behalf of the Company or its stockholders, directors, officers, employees, advisors or other representatives and shall not affect any of the representations or warranties contained herein or the remedies with respect thereto.

(i) *No Broker's Fees*. Except as set forth in the Credit Agreement, as amended on the date hereof, and the fees payable to Ducera Partners LLC, neither the Company nor any of its subsidiaries is a party to any contract, agreement, or understanding with any person that would give rise to a valid claim against the Company for a financial advisory fee, brokerage commission, finder's fee, or like payment in connection with the Exchange Transaction, including the issuance of the Exchange Shares in accordance with the terms hereof.

(j) *No Litigation*. There are no actions, causes of action, claims, suits, proceedings or orders pending or, to the knowledge of the executive officers of the Company, threatened against the Company at law, in equity, or before or by any governmental agency, which seeks to restrain or enjoin, or could adversely affect the ability of the Company to effect, the consummation of the transactions contemplated hereby.

(k) *No Reliance*. The Company acknowledges that it is not relying upon any representation or warranty made by the Purchaser not expressly set forth in this Agreement.

(l) *Credit Agreement*. The Company has taken all actions and delivered all documentation necessary on the part of the Company under the Credit Agreement as of the date hereof to allow for the exchange and cancelation of the Canceled Debt and otherwise effect the Exchange Transaction.

Section 3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants as set forth below:

(a) *Formation*. It has been duly organized and is validly existing and in good standing (or the equivalent thereof, where such concept is recognized) under the laws of its jurisdiction of organization.

(b) *Power and Authority.* It has the requisite power and authority to enter into, execute, and deliver this Agreement and to perform its obligations hereunder and thereunder and has taken all necessary action required for the due authorization of this Agreement.

(c) *Execution and Delivery.* This Agreement is duly and validly executed and delivered by the Purchaser and constitutes, or, when executed and delivered, will constitute, a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws affecting the enforcement of creditors' rights generally, and subject to principles of equity and public policy.

(d) *No Registration.* The Purchaser understands that the Exchange Shares issued to the Purchaser have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein or otherwise made pursuant hereto.

(e) *Investment Intent.* The Purchaser is acquiring the Exchange Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities laws, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities laws.

(f) *Securities Laws Compliance.* The Exchange Shares will not be offered for sale, sold, or otherwise transferred by the Purchaser except pursuant to a registration statement or in a transaction exempt from, or not subject to, registration under the Securities Act and any applicable state securities laws.

(g) *Sophistication.* The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Exchange Shares being acquired hereunder. The Purchaser understands and is able to bear any economic risks associated with such investment (including necessity of holding the Exchange Shares for an indefinite period of time). The Purchaser acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company and to obtain additional information that it has requested to verify the information contained herein.

(h) *Accredited Investor.* The Purchaser represents that it is an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act.

(i) *Legended Securities.* The Purchaser understands and acknowledges that, upon the original issuance thereof and until such time as the same is no longer required under any applicable requirements of the Securities Act or applicable state securities laws, the Company and its transfer agent shall make such notation in the stock book and transfer records of the Company as may be necessary to record that the Exchange Shares have not been registered under the Securities Act and that the Exchange Shares may not be resold without registration under the Securities Act or pursuant to an exemption from the registration requirements thereof.

(j) *No Conflict.* Assuming the accuracy of the representations and warranties of the Company hereunder, the purchase of the Exchange Shares acquired by the Purchaser, and the performance of and compliance with all of the provisions hereof by the Purchaser, and the consummation of the transactions contemplated herein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Purchaser is a party or by which the Purchaser is bound or to which any of the property or assets of the Purchaser or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation, bylaws, or similar governance documents of the Purchaser, and (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any law, statute, rule or regulation or any license, authorization, injunction, judgment, order, decree, rule, or regulation of any court or governmental agency or body having jurisdiction over the Purchaser or any of its properties, except in any such case described in subclauses (i) and (iii) for any conflict, breach, violation, default, acceleration, or lien which would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely affect the Purchaser's performance of its obligations under this Agreement.

(k) *Consents and Approvals.* Assuming the accuracy of the representations and warranties of the Company hereunder, no consent, approval, authorization, order, registration, or qualification of or with any court or governmental agency or body having jurisdiction over the Purchaser or any of its properties is required to be obtained or made by the Purchaser for the purchase of the Exchange Shares in accordance with the terms hereof and the execution and delivery by the Purchaser of this Agreement and performance of and compliance by the Purchaser with all of the provisions hereof and the consummation of the transactions contemplated herein, except for any consent, approval, authorization, order, registration, or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely affect the Purchaser's performance of its obligations under this Agreement.

(l) *No Reliance.* The Purchaser acknowledges that it is not relying upon any representation or warranty made by the Purchaser not expressly set forth in this Agreement.

(m) *Credit Agreement.* The Purchaser has taken all actions required of the Purchaser and delivered all documentation necessary on the part of the Purchaser under the Credit Agreement and any other agreement to which the Purchaser is a party to allow for the exchange and cancellation of the Canceled Debt and otherwise effect the Exchange Transaction. Other than as contemplated by the Exchange and Purchase Agreements, dated the date hereof (the "Exchange and Purchase Agreements"), between the Company and each of B. Riley Financial, Inc. ("B. Riley Financial") and Vintage Capital Management, LLC ("Vintage"), the Letter Agreement, dated the date hereof (the "Assignment Letter Agreement"), between the Company, the Purchaser, B. Riley Financial and Vintage, and the Assignment and Assumption Agreements (as defined in the Assignment Letter Agreement), no one other than the Purchaser has any interest in, or ownership of, the Canceled Debt.

Section 4. Additional Covenants of the Company.

(a) *Rule 158.* The Company will generally make available to the Company's security holders as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act.

(b) *Reasonable Best Efforts.* The Company shall use its reasonable best efforts (and shall cause its subsidiaries to use their respective reasonable best efforts) to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper, or advisable on its or their part under this Agreement and applicable laws to cooperate with the Purchaser and to consummate and make effective the transactions contemplated by this Agreement.

Section 5. Additional Covenants of the Purchaser.

(a) *Information.* The Purchaser shall provide the Company with such information as the Company reasonably requests regarding the Purchaser that is required under applicable law.

(b) *Cooperation.* The Purchaser shall use its commercially reasonable efforts to cooperate with the Company and to consummate and make effective the transactions contemplated by this Agreement in accordance with its terms, including executing, delivering, and filing, as applicable, any additional ancillary instruments or agreements necessary to consummate the transactions contemplated by this Agreement in accordance with its terms and to fully carry out the purposes of this Agreement and the transactions contemplated hereby.

Section 6. Reserved.

Section 7. Survival of Representations and Warranties. The representations and warranties made in this Agreement will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and the covenants shall survive in accordance with their specific terms.

Section 8. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic transmission, mailed by registered or certified mail (return receipt requested), or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to the Company:

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attention: William Calvin Smith, III
Zachary L. Cochran
Email: calsmith@kslaw.com
zcochran@kslaw.com

If to Purchaser:

c/o B. Riley Financial, Inc.
299 Park Avenue, 21st Floor
New York, NY 10171
Attention: Alan N. Forman, General Counsel
Tel: (212) 409-2420
Email: aforman@brileyfin.com

with a copy to

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Steven Levine
Email: slevine@brownrudnick.com

Section 9. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the Parties any rights or remedies under this Agreement.

Section 10. Prior Negotiations; Entire Agreement. This Agreement, the documents referred to in this Agreement, that certain Registration Rights Agreement, dated as of April 30, 2019, the Investor Rights Agreement, the Exchange and Purchase Agreements, the Assignment Letter Agreement, the Assignment and Assumption Agreements (as defined in the Assignment Letter Agreement) and the Credit Agreement, together constitute the entire agreement of the Parties and supersedes all prior agreements, arrangements, or understandings, whether written or oral, between the parties with respect to the transactions contemplated hereby.

Section 11. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE IN AND FOR NEW CASTLE COUNTY OR, IF THE COURT OF CHANCERY LACKS SUBJECT MATTER JURISDICTION, ANY COURT OF THE STATE OF DELAWARE SITUATED IN NEW CASTLE COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND AGREES THAT ALL SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 9, AND THAT SERVICE SO MADE SHALL BE TREATED AS COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED IN ANY SUCH COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, EACH OF THE PARTIES HERETO AGREES THAT EACH OF THE OTHER PARTIES HERETO SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY A COURT PERMITTED BY THIS SECTION 11 IN ANY OTHER COURT OR JURISDICTION.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 13. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed, or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power, or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power, or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power, or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

Section 14. Non-Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against the entities that are expressly identified as parties hereto, including entities that become parties hereto after the date hereof, and no former, current or future equityholders, controlling persons, directors, officers, employees, agents or affiliates of any party hereto or any former, current or future equityholder, controlling person, director, officer, employee, general or limited partner, member, manager, advisor, agent or Affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of either party against the other party hereto, in no event shall either party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 15. Interpretation. When a reference is made in this Agreement to “Sections” such reference shall be to a Section of this Agreement unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” No rule of construction against the draftsman shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “\$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. Whenever the words “hereof”, “hereby”, “herein” and “hereunder” and words of like import are used in this Agreement, they shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered all as of the date first written above.

Babcock & Wilcox Enterprises, Inc.

By: /s/ Robert McKinney
Name: Robert McKinney
Title: Vice President, Assistant General Counsel

BRC Partners Opportunity Fund, LP

By: /s/ Bryant R. Riley
Name: Bryant R. Riley
Title: Chief Investment Officer

[Signature Page – Exchange and Purchase Agreement]

EXCHANGE AND PURCHASE AGREEMENT

This Exchange and Purchase Agreement (this "Agreement"), dated as of July 23, 2019, is made by and between Babcock & Wilcox Enterprises, Inc., a Delaware corporation (the "Company") and B. Riley Financial, Inc., a Delaware corporation and holder of the Tranche A-1 Term Loan under the Company's Credit Agreement (each as defined herein) (the "Purchaser"). As used herein, "Parties" refers collectively to the Company and the Purchaser.

RECITALS

The Company has incurred indebtedness under the Credit Agreement, dated as of May 11, 2015, among the Company, as the borrower, Bank of America, N.A., as Administrative Agent, and the other lenders party thereto, as it has been amended from time to time since (as it may be further amended, the "Credit Agreement") and desires to restructure such indebtedness by having (i) the Purchaser cancel the principal balance of the Tranche A-1 Term Loan under the Credit Agreement (the "Tranche A-1 Term Loan") totaling \$2,000,000.10 and (ii) the Company issue new shares of its common stock, par value \$0.01 per share ("Common Stock"), to the Purchaser in exchange for its interest in the Tranche A-1 Term Loan.

Now, therefore, in consideration of the mutual promises, agreements, representations, warranties, and covenants contained herein, the Parties hereto agree as follows:

Section 1. Exchange Transaction.

(a) In order to effect the complete cancellation of \$2,000,000.10 in obligations due and owing under the Tranche A-1 Term Loan, effective upon the Closing (as defined herein), the parties hereto agree as follows: (i) the Purchaser hereby agrees that all of the liabilities, obligations and indebtedness owing by the Company to such Purchaser under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) in the amount totaling \$2,000,000.10 in principal (inclusive of paid-in-kind interest), plus any accrued cash interest thereon, are hereby deemed satisfied in full, and irrevocably discharged, terminated, released, and of no further force or effect (the "Cancelled Debt"); and (ii) in exchange for such cancellation, the Company hereby authorizes and agrees to, and hereby does, issue and sell an aggregate of 6,666,667 shares of its Common Stock, at a per share price equal to \$0.30 per share (the "Exchange Shares"), to the Purchaser, and has paid to the Agent (as defined in the Credit Agreement) all unpaid but accrued cash interest on the Cancelled Debt pursuant to the Credit Agreement (collectively, the "Exchange Transaction").

(b) The closing of the Exchange Transaction (the "Closing") shall take place at 10:00 a.m. (Eastern Time) on the date hereof at the offices of King & Spalding LLP, 1185 6th Ave, New York, New York 10036, or such other place, time, and date as shall be agreed between the Company and the Purchaser (the date on which the Closing occurs, the "Closing Date").

(c) At the Closing (i) the Purchaser shall deliver to the Company or to any other person, as applicable, such documentation as is necessary under the Credit Agreement to exchange and cancel the Cancelled Debt, and (ii) the Company shall deliver to the Purchaser the Exchange Shares in book-entry form, free and clear of all liens, other than liens arising by reason of the transactions contemplated by this Agreement and applicable federal or state laws, to the account of the Purchaser with the Company's transfer agent, which Exchange Shares shall be legended to reflect the fact that the shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and may not be resold without registration under the Securities Act or pursuant to an exemption from the registration requirements thereof.

Section 2. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser as set forth below:

(a) *Organization*. The Company is duly organized and is validly existing and in good standing under the laws of the State of Delaware, and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole, or materially impair the Company's ability to consummate the transactions contemplated hereby. The Company has the requisite power and authority to own, operate and lease its properties and assets as and where currently owned, operated and leased and to conduct its business as currently conducted.

(b) *Power and Authority*. The Company has the requisite corporate power and authority to enter into, execute, and deliver this Agreement and to perform its obligations hereunder.

(c) *Execution and Delivery; Enforceability*. This Agreement is duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws affecting the enforcement of creditors' rights generally, and subject to principles of equity and public policy.

(d) *Authorized and Issued Capital Stock*. As of the date hereof, the authorized capital stock of the Company consists of (i) 500,000,000 shares of Common Stock and (ii) 20,000,000 shares of preferred stock, par value \$0.01 per share ("Preferred Stock"). As of the date hereof, and before giving effect to any shares issued in connection with any of the transactions contemplated as part of the Equitization Proposals (as defined in the Backstop Agreement, as defined below), (i) 168,882,670 shares of Common Stock were issued and outstanding, (ii) 5,927,039 shares of Common Stock were held in the treasury of the Company, (iii) 27,603,358 shares of Common Stock were reserved for future issuance pursuant to outstanding stock options and other rights to purchase shares of Common Stock and vesting of restricted stock units and restricted stock granted under the Company's stock option or stock-based compensation plans and (iv) no shares of Preferred Stock were issued and outstanding. The issued and outstanding shares of Common Stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable, and are not subject to and were not issued in violation of any preemptive or similar rights. Except as set forth in this Section 2(d), and except as contemplated by the Investor Rights Agreement, dated as of April 30, 2019 (the "Investor Rights Agreement"), among B. Riley FBR, Inc. ("B. Riley"), Purchaser and the Company, the Backstop Exchange Agreement, dated as of April 30, 2019 (the "Backstop Agreement"), among B. Riley and the Company, the Letter Agreement, dated April 5, 2019 (the "Equity Letter Agreement"), among B. Riley, Purchaser and the Company, and the Agreement, dated as of January 3, 2018 (the "Vintage Letter Agreement"), among the Company, Purchaser, Kahn Capital Management, LLC and Brian R. Kahn, as of the date of this Agreement, no shares of capital stock or other equity securities or voting interest in the Company are issued, reserved for issuance, or outstanding. Except as set forth in this Section 2(d), and except as contemplated by the Investor Rights Agreement, the Backstop Agreement, the Equity Letter Agreement, and the Vintage Letter Agreement, as of the date of this Agreement, the Company is not party to or otherwise bound by or subject to any outstanding option, warrant, call, subscription, or other right (including any preemptive right), agreement, or commitment that (w) obligates the Company to issue, deliver, sell transfer repurchase, redeem, or otherwise acquire, or cause to be issued, delivered, sold, or transferred, or repurchased, redeemed, or otherwise acquired, any shares of the capital stock of, or other equity or voting interests in, the Company or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity or voting interest in, the Company, (x) obligates the Company to issue, grant, extend, or enter into any such option, warrant, call, right, security, commitment, contract, arrangement, or undertaking, (y) restricts the transfer of any shares of capital stock of the Company (other than pursuant to restricted stock award agreements under the Company's stock option or stock-based compensation plans), or (z) relates to the voting of any shares of capital stock of the Company (other than the Investor Rights Agreement and the Vintage Letter Agreement).

(e) *Issuance.* The Exchange Shares are issued and delivered against payment therefor, and are duly authorized, validly issued and delivered, and fully paid and nonassessable, and are not issued in violation of any preemptive or similar rights. The Exchange Shares have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(f) *No Conflict.* The execution and delivery of this Agreement by the Company, and the performance of and compliance with all of the provisions hereof by the Company and the consummation of the transactions contemplated herein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the Company's Restated Certificate of Incorporation, as amended, or Amended and Restated Bylaws or any of the organizational or governance documents of the Company's subsidiaries, and (iii) will not result in any violation of, or any termination or impairment of any rights under, any law, statute, rule or regulation or any license, authorization, injunction, judgment, order, decree, rule, or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except in any such case described in subclauses (i) and (iii) for any conflict, breach, violation, default, acceleration, lien, termination, or impairment which does not involve any agreement or plan with or for the benefit of any employee of the Company or any of its subsidiaries and which would not reasonably be expected to be, individually or in the aggregate, to have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(g) *Consents and Approvals.* No consent, approval, authorization, order, registration, or qualification of or with any third party or any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties is required for the the execution and delivery by the Company of this Agreement and performance of and compliance by the Company with all of the provisions hereof and the consummation of the transactions contemplated herein.

(h) *Arm's Length*. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated hereby and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person or entity. Additionally, the Purchaser is not advising the Company or any other person or entity as to any legal, tax, investment, accounting, or regulatory matters in any jurisdiction. The Company has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Purchaser shall not have any responsibility or liability to the Company or its stockholders, directors, officers, employees, advisors or other representatives with respect thereto. Any review by the Purchaser of the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Purchaser and shall not be on behalf of the Company or its stockholders, directors, officers, employees, advisors or other representatives and shall not affect any of the representations or warranties contained herein or the remedies with respect thereto.

(i) *No Broker's Fees*. Except as set forth in the Credit Agreement, as amended on the date hereof, and the fees payable to Ducera Partners LLC, neither the Company nor any of its subsidiaries is a party to any contract, agreement, or understanding with any person that would give rise to a valid claim against the Company for a financial advisory fee, brokerage commission, finder's fee, or like payment in connection with the Exchange Transaction, including the issuance of the Exchange Shares in accordance with the terms hereof.

(j) *No Litigation*. There are no actions, causes of action, claims, suits, proceedings or orders pending or, to the knowledge of the executive officers of the Company, threatened against the Company at law, in equity, or before or by any governmental agency, which seeks to restrain or enjoin, or could adversely affect the ability of the Company to effect, the consummation of the transactions contemplated hereby.

(k) *No Reliance*. The Company acknowledges that it is not relying upon any representation or warranty made by the Purchaser not expressly set forth in this Agreement.

(l) *Credit Agreement*. The Company has taken all actions and delivered all documentation necessary on the part of the Company under the Credit Agreement as of the date hereof to allow for the exchange and cancellation of the Canceled Debt and otherwise effect the Exchange Transaction.

Section 3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants as set forth below:

(a) *Formation*. It has been duly organized and is validly existing and in good standing (or the equivalent thereof, where such concept is recognized) under the laws of its jurisdiction of organization.

(b) *Power and Authority*. It has the requisite power and authority to enter into, execute, and deliver this Agreement and to perform its obligations hereunder and thereunder and has taken all necessary action required for the due authorization of this Agreement.

(c) *Execution and Delivery.* This Agreement is duly and validly executed and delivered by the Purchaser and constitutes, or, when executed and delivered, will constitute, a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws affecting the enforcement of creditors' rights generally, and subject to principles of equity and public policy.

(d) *No Registration.* The Purchaser understands that the Exchange Shares issued to the Purchaser have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein or otherwise made pursuant hereto.

(e) *Investment Intent.* The Purchaser is acquiring the Exchange Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities laws, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities laws.

(f) *Securities Laws Compliance.* The Exchange Shares will not be offered for sale, sold, or otherwise transferred by the Purchaser except pursuant to a registration statement or in a transaction exempt from, or not subject to, registration under the Securities Act and any applicable state securities laws.

(g) *Sophistication.* The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Exchange Shares being acquired hereunder. The Purchaser understands and is able to bear any economic risks associated with such investment (including necessity of holding the Exchange Shares for an indefinite period of time). The Purchaser acknowledges that it has been afforded the opportunity to ask questions and receive answers concerning the Company and to obtain additional information that it has requested to verify the information contained herein.

(h) *Accredited Investor.* The Purchaser represents that it is an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the Securities Act.

(i) *Legended Securities.* The Purchaser understands and acknowledges that, upon the original issuance thereof and until such time as the same is no longer required under any applicable requirements of the Securities Act or applicable state securities laws, the Company and its transfer agent shall make such notation in the stock book and transfer records of the Company as may be necessary to record that the Exchange Shares have not been registered under the Securities Act and that the Exchange Shares may not be resold without registration under the Securities Act or pursuant to an exemption from the registration requirements thereof.

(j) *No Conflict.* Assuming the accuracy of the representations and warranties of the Company hereunder, the purchase of the Exchange Shares acquired by the Purchaser, and the performance of and compliance with all of the provisions hereof by the Purchaser, and the consummation of the transactions contemplated herein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Purchaser is a party or by which the Purchaser is bound or to which any of the property or assets of the Purchaser or any of its subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation, bylaws, or similar governance documents of the Purchaser, and (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any law, statute, rule or regulation or any license, authorization, injunction, judgment, order, decree, rule, or regulation of any court or governmental agency or body having jurisdiction over the Purchaser or any of its properties, except in any such case described in subclauses (i) and (iii) for any conflict, breach, violation, default, acceleration, or lien which would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely affect the Purchaser's performance of its obligations under this Agreement.

(k) *Consents and Approvals.* Assuming the accuracy of the representations and warranties of the Company hereunder, no consent, approval, authorization, order, registration, or qualification of or with any court or governmental agency or body having jurisdiction over the Purchaser or any of its properties is required to be obtained or made by the Purchaser for the purchase of the Exchange Shares in accordance with the terms hereof and the execution and delivery by the Purchaser of this Agreement and performance of and compliance by the Purchaser with all of the provisions hereof and the consummation of the transactions contemplated herein, except for any consent, approval, authorization, order, registration, or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay, or materially and adversely affect the Purchaser's performance of its obligations under this Agreement.

(l) *No Reliance.* The Purchaser acknowledges that it is not relying upon any representation or warranty made by the Purchaser not expressly set forth in this Agreement.

(m) *Credit Agreement.* The Purchaser has taken all actions required of the Purchaser and delivered all documentation necessary on the part of the Purchaser under the Credit Agreement and any other agreement to which the Purchaser is a party to allow for the exchange and cancelation of the Canceled Debt and otherwise effect the Exchange Transaction. Other than as contemplated by the Exchange and Purchase Agreements, dated the date hereof (the "Exchange and Purchase Agreements"), between the Company and each of BRC Partners Opportunity Fund, LP ("BRC") and Vintage Capital Management, LLC ("Vintage"), the Letter Agreement, dated the date hereof (the "Assignment Letter Agreement"), between the Company, the Purchaser, BRC and Vintage, and the Assignment and Assumption Agreements (as defined in the Assignment Letter Agreement), no one other than the Purchaser has any interest in, or ownership of, the Canceled Debt.

Section 4. Additional Covenants of the Company.

(a) *Rule 158.* The Company will generally make available to the Company's security holders as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act.

(b) *Reasonable Best Efforts.* The Company shall use its reasonable best efforts (and shall cause its subsidiaries to use their respective reasonable best efforts) to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper, or advisable on its or their part under this Agreement and applicable laws to cooperate with the Purchaser and to consummate and make effective the transactions contemplated by this Agreement.

Section 5. Additional Covenants of the Purchaser.

(a) *Information.* The Purchaser shall provide the Company with such information as the Company reasonably requests regarding the Purchaser that is required under applicable law.

(b) *Cooperation.* The Purchaser shall use its commercially reasonable efforts to cooperate with the Company and to consummate and make effective the transactions contemplated by this Agreement in accordance with its terms, including executing, delivering, and filing, as applicable, any additional ancillary instruments or agreements necessary to consummate the transactions contemplated by this Agreement in accordance with its terms and to fully carry out the purposes of this Agreement and the transactions contemplated hereby.

Section 6. Reserved.

Section 7. Survival of Representations and Warranties. The representations and warranties made in this Agreement will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and the covenants shall survive in accordance with their specific terms.

Section 8. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic transmission, mailed by registered or certified mail (return receipt requested), or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to the Company:

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attention: William Calvin Smith, III
Zachary L. Cochran
Email: calsmith@kslaw.com
zcochran@kslaw.com

If to Purchaser:

B. Riley Financial, Inc.
299 Park Avenue, 21st Floor
New York, NY 10171
Attention: Alan N. Forman, General Counsel
Tel: (212) 409-2420
Email: aforman@brileyfin.com

with a copy to

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Steven Levine
Email: slevine@brownrudnick.com

Section 9. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement will be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the Parties any rights or remedies under this Agreement.

Section 10. Prior Negotiations; Entire Agreement. This Agreement, the documents referred to in this Agreement, that certain Registration Rights Agreement, dated as of April 30, 2019, the Investor Rights Agreement, the Exchange and Purchase Agreements, the Assignment Letter Agreement, the Assignment and Assumption Agreements (as defined in the Assignment Letter Agreement) and the Credit Agreement, together constitute the entire agreement of the Parties and supersedes all prior agreements, arrangements, or understandings, whether written or oral, between the parties with respect to the transactions contemplated hereby.

Section 11. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. EACH OF THE PARTIES HERETO AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE IN AND FOR NEW CASTLE COUNTY OR, IF THE COURT OF CHANCERY LACKS SUBJECT MATTER JURISDICTION, ANY COURT OF THE STATE OF DELAWARE SITUATED IN NEW CASTLE COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND AGREES THAT ALL SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO IT AT ITS ADDRESS AS SET FORTH IN SECTION 9, AND THAT SERVICE SO MADE SHALL BE TREATED AS COMPLETED WHEN RECEIVED. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED IN ANY SUCH COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, AND ENFORCEMENT HEREOF. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF THE PARTIES HERETO TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, EACH OF THE PARTIES HERETO AGREES THAT EACH OF THE OTHER PARTIES HERETO SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING FOR ENFORCEMENT OF A JUDGMENT ENTERED BY A COURT PERMITTED BY THIS SECTION 11 IN ANY OTHER COURT OR JURISDICTION.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 13. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed, or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power, or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power, or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power, or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

Section 14. Non-Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against the entities that are expressly identified as parties hereto, including entities that become parties hereto after the date hereof, and no former, current or future equityholders, controlling persons, directors, officers, employees, agents or affiliates of any party hereto or any former, current or future equityholder, controlling person, director, officer, employee, general or limited partner, member, manager, advisor, agent or Affiliate of any of the foregoing (each, a “Non-Recourse Party”) shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of either party against the other party hereto, in no event shall either party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 15. Interpretation. When a reference is made in this Agreement to “Sections” such reference shall be to a Section of this Agreement unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed followed by the words “without limitation.” No rule of construction against the draftsman shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to “\$” or “dollars” mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section. Whenever the words “hereof”, “hereby”, “herein” and “hereunder” and words of like import are used in this Agreement, they shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered all as of the date first written above.

Babcock & Wilcox Enterprises, Inc.

By: /s/ Robert McKinney
Name: Robert McKinney
Title: Vice President, Assistant General Counsel

B. Riley Financial, Inc.

By: /s/ Bryant R. Riley
Name: Bryant R. Riley
Title: Co-Chief Executive Officer

[Signature Page – Exchange and Purchase Agreement]

THIS WARRANT AND ANY SECURITIES ACQUIRED UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND NONE OF THIS WARRANT, SUCH SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1), (2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1),(2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (B), (C) OR (E) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER'S COMPLIANCE WITH CLAUSE (B), (C) OR (E) AS APPLICABLE.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

BABCOCK & WILCOX ENTERPRISES, INC.

STOCK PURCHASE WARRANT

Date of Issuance: July 23, 2019

Certificate No. W-2

WHEREAS, this Series of Warrants (as defined below) is initially being issued by Babcock & Wilcox Enterprises, Inc., a Delaware corporation (the "Company") to BRC Partners Opportunity Fund LP, a Delaware limited partnership (the "Registered Holder"), in connection with, and in consideration for, the initial extension of \$150,000,000 of Tranche A-3 Term Loans pursuant to Amendment No. 16 to the Company's Credit Agreement, dated as of May 11, 2015, among the Company, as the borrower, Bank of America, N.A., as administrative agent, and the other lenders party thereto (as so amended, the "Credit Agreement");

FOR VALUE RECEIVED, as described above, the Company, hereby grants to the Registered Holder, the right to purchase from the Company 125,000 shares of Warrant Stock (after giving effect to the one-for-ten reverse stock split to become effective as of 12:01 a.m. Eastern time on July 24, 2019) at a price per share of \$0.01 (as adjusted from time to time hereunder, the "Exercise Price"). Certain capitalized terms used herein are defined in Section 5. The amount and kind of securities obtainable pursuant to the rights granted hereunder and the exercise price for such securities are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

Section 1. Exercise of Warrant.

1A. Exercise Period.

The Registered Holder may exercise, in whole or in part (but not as to a fractional share of Warrant Stock), the purchase rights represented by this Warrant at any time and from time to time after the Date of Issuance to and including the third anniversary thereof (the "Exercise Period"). The Company shall give the Registered Holder written notice of the expiration of the Exercise Period at least 30 days but not more than 90 days prior to the end of the Exercise Period; *provided, however*, that any failure by the Company to deliver such notice shall not give rise to any claim for damages or equitable or other relief or extend the Exercise Period of any Warrant.

1B. Exercise Procedure.

- (i) This Warrant shall be deemed to have been exercised when the Company has received all of the following items (the "Exercise Time"):
- (a) a completed Exercise Agreement, as described in paragraph 1C, executed by the Person exercising all or part of the purchase rights represented by this Warrant (the "Purchaser");
 - (b) this Warrant;

- (c) if this Warrant is not registered in the name of the Purchaser, the Registered Holder and the Purchaser shall comply with the provisions of Section 7 regarding transfer of this Warrant, including providing all requirements documentation in connection therewith; and
- (d) a check or wire transfer of immediately available funds payable to the Company in an amount equal to the product of the Exercise Price multiplied by the number of shares of Warrant Stock being purchased upon such exercise (the “Aggregate Exercise Price”).

(ii) As an alternative to the exercise of this Warrant as provided in paragraph 1B(i), the holder of this Warrant may exchange all or part of the purchase rights represented by this Warrant by surrendering this Warrant to the Company, together with a written notice to the Company that the holder is exchanging the Warrant (or a portion thereof) for an aggregate number of shares of Warrant Stock specified in the notice, from which the Company shall withhold and not issue to the holder a number of shares of Warrant Stock with an aggregate Market Price equal to the Aggregate Exercise Price of the number of shares of Warrant Stock specified in such notice (and such withheld shares shall no longer be issuable under this Warrant). The exercise of the option described in this paragraph 1B(ii) is referred to as a “Cashless Exercise.”

(iii) At the time of the exercise of this Warrant, unless the Warrant is being exercised as a Cashless Exercise, the Registered Holder exercising this Warrant shall represent and warrant that it is an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act, and make the other representations and warranties set forth in the Exercise Agreement set forth in Exhibit I hereto.

(iv) Any book-entry position or certificate, as applicable, representing shares of Warrant Stock purchased upon exercise of this Warrant shall be delivered by the Company to the Purchaser within five business days after the date of the Exercise Time. Unless this Warrant has expired or all of the purchase rights represented hereby have been exercised, the Company shall prepare a new Warrant, substantially identical hereto, representing the rights formerly represented by this Warrant which have not expired or been exercised and shall, within such five-day period, deliver such new Warrant to the Person designated for delivery in the Exercise Agreement.

(v) The Warrant Stock issuable upon the exercise of this Warrant shall be deemed to have been issued to the Purchaser at the Exercise Time, and the Purchaser shall be deemed for all purposes to have become the record holder of such Warrant Stock at the Exercise Time.

(vi) The entry of any book-entry position or the issuance of certificates, as applicable, representing shares of Warrant Stock upon exercise of this Warrant shall be made without charge to the Registered Holder or the Purchaser for any issuance tax in respect thereof or other cost incurred by the Company in connection with such exercise and the related issuance of shares of Warrant Stock (other than any transfer tax or similar governmental charge payable in connection therewith as contemplated by paragraph 7A). Each share of Warrant Stock issuable upon exercise of this Warrant shall, upon payment of the Exercise Price therefor, be fully paid and nonassessable and free from all liens and charges with respect to the issuance thereof.

(vii) The Company shall not close its books against the transfer of this Warrant or of any share of Warrant Stock issued or issuable upon the exercise of this Warrant in any manner which interferes with the timely exercise of this Warrant. The Company shall from time to time take all such action as may be necessary to assure that the par value per share of the unissued Warrant Stock acquirable upon exercise of this Warrant is at all times equal to or less than the Exercise Price then in effect.

(viii) The Company shall reasonably cooperate with any Registered Holder or Purchaser required to make any governmental filings or obtain any governmental approvals prior to or in connection with any exercise of this Warrant (including, without limitation, making any filings required to be made by the Company).

(ix) Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a registered public offering or the sale of the Company, the exercise of any portion of this Warrant may, at the election of the holder hereof, be conditioned upon the consummation of the registered public offering or sale of the Company in which case such exercise shall not be deemed to be effective until the consummation of such transaction.

(x) The Company shall at all times reserve and keep available out of its authorized but unissued shares of Warrant Stock solely for the purpose of issuance upon the exercise of all Warrants outstanding under this Series of Warrants, such number of shares of Warrant Stock issuable upon the exercise of all outstanding Warrants. The Company shall not take any action which would cause the number of authorized but unissued shares of Warrant Stock to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of all Warrants outstanding under this Series of Warrants.

1C. Exercise Agreement. Upon any exercise of this Warrant, the Exercise Agreement shall be substantially in the form set forth in Exhibit I hereto, except that if the shares of Warrant Stock are not to be issued in the name of the Person in whose name this Warrant is registered, the Exercise Agreement shall also state the name of the Person to whom the certificates for the shares of Warrant Stock are to be issued, and if the number of shares of Warrant Stock to be issued does not include all the shares of Warrant Stock purchasable hereunder, it shall also state the name of the Person to whom a new Warrant for the unexercised portion of the rights hereunder is to be delivered. Such Exercise Agreement shall be dated the actual date of execution thereof.

1D. Fractional Shares. The Company shall not be required to issue a fractional share of Warrant Stock upon exercise of any Warrant. If a fractional share of Warrant Stock would, but for the provisions of this Section 1, be issuable upon exercise of the rights represented by this Warrant, the Company shall, within five business days after the date of the Exercise Time, deliver to the Purchaser a check or wire transfer of immediately available funds payable to the Purchaser in lieu of such fractional share in an amount in cash equal to the product of (i) such fraction multiplied by (ii) the Market Price of one share of Warrant Stock on the date of the Exercise Time.

1E. Legends. Any book-entry position or certificate, as applicable, for shares of Warrant Stock issued upon any exercise of this Warrant shall bear the Private Placement Legend; provided that any book-entry position or certificate, as applicable, for such shares of Warrant Stock may be issued without such legend upon receipt by the Company of (i) an opinion of counsel in form reasonably acceptable to the Company to the effect that the shares of Warrant Stock represented by such book-entry position or certificate, as applicable, may be freely transferred without registration under the Securities Act or applicable state securities laws and (ii) such other certifications or information reasonably requested by the Company.

Section 2. Adjustment of Number of Shares. In order to prevent dilution of the rights granted under this Warrant, the number of shares of Warrant Stock obtainable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as provided in this Section 2.

2 A. Subdivision or Combination of Common Stock. If the Company at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the number of shares of Warrant Stock issuable upon exercise of this Warrant immediately prior to any such subdivision shall be proportionately increased. If the Company at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the number of shares of Warrant Stock issuable upon exercise of this Warrant immediately prior to such combination shall be proportionately decreased. Any adjustment under this Section 2(A) shall become effective at the close of business on the date the subdivision or combination becomes effective.

2B. Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets or other transaction, which in each case is effected in such a way that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as "Organic Change." Prior to the consummation of any Organic Change, the Company shall make appropriate provision (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants) to insure that each of the Registered Holders of Warrants under this Series of Warrants shall thereafter have the right to acquire and receive, in lieu of or addition to (as the case may be) the shares of Warrant Stock immediately theretofore acquirable and receivable upon the exercise of such holder's Warrant, such shares of stock, securities or assets as would have been issued or payable in such Organic Change (if the holder had exercised this Warrant immediately prior to such Organic Change) with respect to or in exchange for the number of shares of Warrant Stock immediately theretofore acquirable and receivable upon exercise of such holder's Warrant had such Organic Change not taken place, including by making appropriate provision (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants) with respect to such holders' rights and interests to insure that the provisions of this Section 2 and Sections 3 and 4 shall thereafter be applicable to the Warrants. The Company shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor entity (if other than the Company) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

2C. Certain Events. If any event occurs as to which the provisions of this Section 2 are not strictly applicable but the failure to make any adjustment would not adequately protect the purchase rights of the Warrants then outstanding under this Series of Warrants (but not including, to avoid doubt, the granting of any awards approved by the Board of Directors of the Company, or any committee thereof, under the Company's existing or future employee incentive plans), then the Company's board of directors shall make an appropriate adjustment in the Exercise Price and the number of shares of Warrant Stock obtainable upon exercise of the Warrants then outstanding under this Series of Warrants so as to protect the rights of the holders of the Warrants.

2D. Notices.

(i) Immediately upon any adjustment of the number of shares of Warrant Stock obtainable upon exercise of this Warrant or the Exercise Price, the Company shall give written notice thereof to the Registered Holder, setting forth in reasonable detail and certifying the calculation of such adjustment; *provided* that the failure of the Company to give such notice shall not impact the validity of any such adjustment.

(ii) The Company shall give written notice to the Registered Holder at least 20 days prior to the date on which the Company closes its books or takes a record date for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Company shall also give written notice to the Registered Holders at least 20 days prior to the date on which any Organic Change, dissolution or liquidation shall take place.

Section 3. Liquidating Dividends. If the Company declares or pays a dividend upon the Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a stock dividend payable in shares of Common Stock (a "Liquidating Dividend"), then the Company shall pay to the Registered Holder of this Warrant at the time of payment thereof the Liquidating Dividend which would have been paid to such Registered Holder on the Warrant Stock had this Warrant been fully exercised immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

Section 4. Purchase Rights. If at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property (other than in connection with any awards approved by the Company's board of directors, or any committee thereof, under the Company's existing or future employee incentive plans) *pro rata* to the record holders of any class of Common Stock (the "Purchase Rights"), then the Registered holder of this Warrant shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Warrant Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 5. Definitions. The following terms have meanings set forth below:

“Common Stock” means, collectively, the Company’s Common Stock and any capital stock of any class of the Company hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Company.

“Convertible Securities” means any stock or securities (directly or indirectly) convertible into or exchangeable for Common Stock.

“Institutional Accredited Investor” means an institution that is an “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, which is not also a QIB.

“Market Price” means as to any security the average of the closing prices of such security’s sales on all domestic securities exchanges on which such security may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by OTC Markets Group, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which “Market Price” is being determined and the 20 consecutive business days prior to such day; provided that if such security is listed on any domestic securities exchange the term “business days” as used in this sentence means business days on which such exchange is open for trading. If at any time such security is not listed on any domestic securities exchange or quoted in the domestic over-the-counter market, the “Market Price” shall be determined in good faith by the Board of Directors of the Company.

“Options” means any rights or options to subscribe for or purchase Common Stock or Convertible Securities.

“Person” means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

“Private Placement Legend” means the following legend with respect to the Warrants or the Warrant Shares, as applicable:

(i) with respect to the Warrants:

THIS WARRANT AND ANY SECURITIES ACQUIRED UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND NONE OF THIS WARRANT, SUCH SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1), (2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1),(2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (B), (C) OR (E) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER'S COMPLIANCE WITH CLAUSE (B), (C) OR (E) AS APPLICABLE.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

(ii) with respect to the Warrant Shares:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (C) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER'S COMPLIANCE WITH CLAUSE (C).

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“Rule 144” means Rule 144 promulgated under the Securities Act.

“Rule 144A” means Rule 144A promulgated under the Securities Act.

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Series of Warrants” means all warrants, initially representing the right to purchase 16,666,667 shares of Common Stock, of which this Warrant is a part.

“Warrant Stock” means the Company’s Common Stock, par value \$0.01 per share; provided that if there is a change such that the securities issuable upon exercise of the Warrants are issued by an entity other than the Company or there is a change in the type or class of securities so issuable, then the term “Warrant Stock” shall mean one share of the security issuable upon exercise of the Warrants if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

Section 6. No Voting Rights; Limitations of Liability. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company. No provision hereof, in the absence of affirmative action by the Registered Holder to purchase Warrant Stock, and no enumeration herein of the rights or privileges of the Registered Holder shall give rise to any liability of such holder for the Exercise Price of Warrant Stock acquirable by exercise hereof or as a stockholder of the Company.

Section 7. Warrants Transferable.

7A. Transferability Generally. Subject to this Section 7 and the transfer conditions referred to in the legend endorsed hereon, this Warrant and all rights hereunder are transferable, in whole or in part, without charge to the Registered Holder, upon surrender of this Warrant with a properly executed Certificate of Assignment (in the form of Exhibit II hereto) at the principal office of the Company. No service charge shall be made to a Registered Holder of a Warrant for any registration of transfer, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith. No transfer or assignment, in whole or in part, of any right or interest in this Warrant by the Registered Holder shall be effective, and the Company shall not be required to recognize any Person other than the Registered Holder as having any interest in this Warrant, unless and until the requirements of this Section 7 have been completed.

7B. Legends. The legend on the face of this Warrant shall appear on any Warrant issued under the terms of this Warrant; provided that any Warrant issued pursuant to the terms of this Warrant may be issued without such legend upon receipt by the Company in connection with any transfer of this Warrant, in whole or in part, of (i) an opinion of counsel in form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act and all applicable state securities laws and that the restrictions on transfer contained herein and in such legend are no longer required in order to maintain compliance with the Securities Act and all applicable state securities laws and (ii) such other certifications or information reasonably requested by the Company.

Section 8. Warrant Exchangeable for Different Denominations. This Warrant is exchangeable, upon the surrender hereof by the Registered Holder at the principal office of the Company, for new Warrants of like tenor representing in the aggregate the purchase rights hereunder, and each of such new Warrants shall represent such portion of such rights as is designated by the Registered Holder at the time of such surrender. The date the Company initially issues this Warrant shall be deemed to be the “Date of Issuance” hereof regardless of the number of times new certificates representing the unexpired and unexercised rights formerly represented by this Warrant shall be issued.

Section 9. Tax treatment.

The issuance of this Series of Warrants and the Registered Holder’s initial extension of \$150,000,000 of Tranche A-3 Term Loans pursuant to the Credit Agreement are intended to constitute an “investment unit” within the meaning of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended (the “Code”). The Company and the initial Registered Holder agree to allocate the issue price of the investment unit as required by Treasury Regulations Section 1.1273-2(h). For the purpose of determining fair market values, as required by Treasury Regulations Section 1.1273-2(h), the Company and the initial Registered Holder shall rely on, and be bound by, the applicable fair market values established by a mutually acceptable independent valuation expert and further agree that their respective U.S. federal tax returns, schedules, and financial statements shall be prepared and filed in a manner consistent with the treatment as an investment unit and the allocation of fair market value determined as provided herein unless a different treatment is required under applicable law.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the Registered Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing this Warrant, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company (provided that if the holder is a financial institution its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the same rights represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 11. Notices. Except as otherwise expressly provided herein, all notices, demands or other communications referred to in this Warrant shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent to the recipient by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next business day, (iii) one business day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three days after it is mailed to the recipient by first class mail, return receipt requested, and shall be addressed to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to the Company:

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attention: William Calvin Smith, III
Zachary L. Cochran
Email: calsmith@kslaw.com
zcochran@kslaw.com

(b) If to the Registered Holder of this Warrant:

c/o B. Riley Financial, Inc.
299 Park Avenue, 21st Floor
New York, NY 10171
Attention: Alan N. Forman, General Counsel
Tel: (212) 409-2420
Email: aforman@brileyfin.com

with a copy to:

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Steven Levine
Email: slevine@brownrudnick.com

Section 12. Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrants may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants; provided that, other than pursuant to Section 2, no such action may change the Exercise Price of the Warrants or the number of shares or class of stock obtainable upon exercise of each Warrant without the written consent of the Registered Holders of Warrants representing 100% of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants.

Section 13. Descriptive Headings: Governing Law. The descriptive headings of the several Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The corporation laws of the State of New York shall govern all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by the internal law of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

* * * *

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed and attested by its duly authorized officers under its corporate seal and to be dated the Date of Issuance hereof.

BABCOCK & WILCOX ENTERPRISES, INC.

By

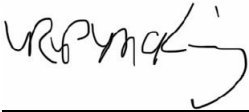


Sr. Vice President, General

Its

Counsel & Corporate Secretary

Attest:



Secretary

EXERCISE AGREEMENT

To:

Dated: _____

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

The undersigned, pursuant to the provisions set forth in the attached Warrant (Certificate No. W-____), hereby agrees to subscribe for the purchase of _____ shares of the Warrant Stock covered by such Warrant and makes payment herewith in full therefor at the price per share provided by such Warrant.

[CHECK ONE]

This Warrant is being exercised on the basis of the Cashless Exercise option (as defined in the Warrant).

The Registered Holder exercising the Warrant represents and warrants that it is an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act. The Registered Holder understands that the shares issued upon exercise of the Warrant are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the shares have not been, and except as contemplated by the terms of the Warrant, will not be registered under the Securities Act and that if in the future it decides to offer, resell, pledge or otherwise transfer any of the shares issuable upon exercise of the Warrant, such shares may be offered, resold, pledged or otherwise transferred only in conformity with the legend on such shares.

Signature _____

Address _____

FORM OF CERTIFICATE OF ASSIGNMENT

To: _____ Dated: _____

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

_____ (the "Transferor") owns and proposes to transfer the _____ Warrant[s] attached hereto (the "Transfer") to _____ (the "Transferee"). In connection with the Transfer, the Transferor hereby certifies that:

CHECK ALL THAT APPLY

1. Check if Transferee Will Take Delivery of a Restricted Warrant Pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A, and accordingly, the Transferor hereby further certifies that the Warrant is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the Warrant for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable "blue sky" securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant, and in the Warrant and the Securities Act.

2. Check and Complete if Transferee Will Take Delivery of a Restricted Warrant Pursuant to any Provision of the Securities Act other than Rule 144A. The Transfer is being effected in compliance with the transfer restrictions applicable to Warrants and pursuant to and in accordance with the Securities Act and any applicable "blue sky" securities laws of any state of the United States, and accordingly, the Transferor hereby further certifies that (*check one*):

- such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act; or
- such Transfer is being effected to the Company or a subsidiary thereof; or
- such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A or Rule 144, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act, and the Transfer complies with the transfer restrictions applicable to the Warrants and the requirements of the exemption claimed, which certification is supported by (1) a certificate reasonably satisfactory to the Company, executed by the Transferee regarding the transferee's accredited investor status and (2) if the Company requests, an opinion of counsel provided by the Transferor or the Transferee (a copy of which the Transferor is attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Warrant, the Warrant will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant, and in the Warrant and the Securities Act.



3. Check and Complete if Transferee Will Take Delivery of an Unrestricted Warrant. The Transferor hereby further certifies that (*check one*):

- The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Warrant and any applicable “blue sky” securities laws of any state of the United States. The restrictions on transfer contained in the Warrant and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant and in the Warrant.

- The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144 and in compliance with the transfer restrictions contained in the Warrant and any applicable “blue sky” securities laws of any State of the United States. The restrictions on transfer contained in the Warrant and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant and in the Warrant.

This certificate and the statements contained herein are made for the benefit of the Company. All capitalized terms used without definition herein have the meaning assigned to them in the attached Warrant[s].

[Insert Name of Transferor]

By: _____

Name:

Title:

THIS WARRANT AND ANY SECURITIES ACQUIRED UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND NONE OF THIS WARRANT, SUCH SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1), (2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO AN "INSTITUTIONAL ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1),(2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (B), (C) OR (E) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER'S COMPLIANCE WITH CLAUSE (B), (C) OR (E) AS APPLICABLE.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

BABCOCK & WILCOX ENTERPRISES, INC.

STOCK PURCHASE WARRANT

Date of Issuance: July 23, 2019

Certificate No. W-1

WHEREAS, this Series of Warrants (as defined below) is initially being issued by Babcock & Wilcox Enterprises, Inc., a Delaware corporation (the "Company") to B. Riley Financial, Inc., a Delaware corporation (the "Registered Holder"), in connection with, and in consideration for, the initial extension of \$150,000,000 of Tranche A-3 Term Loans pursuant to Amendment No. 16 to the Company's Credit Agreement, dated as of May 11, 2015, among the Company, as the borrower, Bank of America, N.A., as administrative agent, and the other lenders party thereto (as so amended, the "Credit Agreement");

FOR VALUE RECEIVED, as described above, the Company, hereby grants to the Registered Holder, the right to purchase from the Company 1,541,666.7 shares of Warrant Stock (after giving effect to the one-for-ten reverse stock split to become effective as of 12:01 a.m. Eastern time on July 24, 2019) at a price per share of \$0.01 (as adjusted from time to time hereunder, the "Exercise Price"). Certain capitalized terms used herein are defined in Section 5. The amount and kind of securities obtainable pursuant to the rights granted hereunder and the exercise price for such securities are subject to adjustment pursuant to the provisions contained in this Warrant.

This Warrant is subject to the following provisions:

Section 1. Exercise of Warrant.

1A. Exercise Period.

The Registered Holder may exercise, in whole or in part (but not as to a fractional share of Warrant Stock), the purchase rights represented by this Warrant at any time and from time to time after the Date of Issuance to and including the third anniversary thereof (the "Exercise Period"). The Company shall give the Registered Holder written notice of the expiration of the Exercise Period at least 30 days but not more than 90 days prior to the end of the Exercise Period; *provided, however*, that any failure by the Company to deliver such notice shall not give rise to any claim for damages or equitable or other relief or extend the Exercise Period of any Warrant.

1B. Exercise Procedure.

- (i) This Warrant shall be deemed to have been exercised when the Company has received all of the following items (the "Exercise Time"):
- (a) a completed Exercise Agreement, as described in paragraph 1C, executed by the Person exercising all or part of the purchase rights represented by this Warrant (the "Purchaser");
 - (b) this Warrant;

- (c) if this Warrant is not registered in the name of the Purchaser, the Registered Holder and the Purchaser shall comply with the provisions of Section 7 regarding transfer of this Warrant, including providing all requirements documentation in connection therewith; and
- (d) a check or wire transfer of immediately available funds payable to the Company in an amount equal to the product of the Exercise Price multiplied by the number of shares of Warrant Stock being purchased upon such exercise (the “Aggregate Exercise Price”).

(ii) As an alternative to the exercise of this Warrant as provided in paragraph 1B(i), the holder of this Warrant may exchange all or part of the purchase rights represented by this Warrant by surrendering this Warrant to the Company, together with a written notice to the Company that the holder is exchanging the Warrant (or a portion thereof) for an aggregate number of shares of Warrant Stock specified in the notice, from which the Company shall withhold and not issue to the holder a number of shares of Warrant Stock with an aggregate Market Price equal to the Aggregate Exercise Price of the number of shares of Warrant Stock specified in such notice (and such withheld shares shall no longer be issuable under this Warrant). The exercise of the option described in this paragraph 1B(ii) is referred to as a “Cashless Exercise.”

(iii) At the time of the exercise of this Warrant, unless the Warrant is being exercised as a Cashless Exercise, the Registered Holder exercising this Warrant shall represent and warrant that it is an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act, and make the other representations and warranties set forth in the Exercise Agreement set forth in Exhibit I hereto.

(iv) Any book-entry position or certificate, as applicable, representing shares of Warrant Stock purchased upon exercise of this Warrant shall be delivered by the Company to the Purchaser within five business days after the date of the Exercise Time. Unless this Warrant has expired or all of the purchase rights represented hereby have been exercised, the Company shall prepare a new Warrant, substantially identical hereto, representing the rights formerly represented by this Warrant which have not expired or been exercised and shall, within such five-day period, deliver such new Warrant to the Person designated for delivery in the Exercise Agreement.

(v) The Warrant Stock issuable upon the exercise of this Warrant shall be deemed to have been issued to the Purchaser at the Exercise Time, and the Purchaser shall be deemed for all purposes to have become the record holder of such Warrant Stock at the Exercise Time.

(vi) The entry of any book-entry position or the issuance of certificates, as applicable, representing shares of Warrant Stock upon exercise of this Warrant shall be made without charge to the Registered Holder or the Purchaser for any issuance tax in respect thereof or other cost incurred by the Company in connection with such exercise and the related issuance of shares of Warrant Stock (other than any transfer tax or similar governmental charge payable in connection therewith as contemplated by paragraph 7A). Each share of Warrant Stock issuable upon exercise of this Warrant shall, upon payment of the Exercise Price therefor, be fully paid and nonassessable and free from all liens and charges with respect to the issuance thereof.

(vii) The Company shall not close its books against the transfer of this Warrant or of any share of Warrant Stock issued or issuable upon the exercise of this Warrant in any manner which interferes with the timely exercise of this Warrant. The Company shall from time to time take all such action as may be necessary to assure that the par value per share of the unissued Warrant Stock acquirable upon exercise of this Warrant is at all times equal to or less than the Exercise Price then in effect.

(viii) The Company shall reasonably cooperate with any Registered Holder or Purchaser required to make any governmental filings or obtain any governmental approvals prior to or in connection with any exercise of this Warrant (including, without limitation, making any filings required to be made by the Company).

(ix) Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a registered public offering or the sale of the Company, the exercise of any portion of this Warrant may, at the election of the holder hereof, be conditioned upon the consummation of the registered public offering or sale of the Company in which case such exercise shall not be deemed to be effective until the consummation of such transaction.

(x) The Company shall at all times reserve and keep available out of its authorized but unissued shares of Warrant Stock solely for the purpose of issuance upon the exercise of all Warrants outstanding under this Series of Warrants, such number of shares of Warrant Stock issuable upon the exercise of all outstanding Warrants. The Company shall not take any action which would cause the number of authorized but unissued shares of Warrant Stock to be less than the number of such shares required to be reserved hereunder for issuance upon exercise of all Warrants outstanding under this Series of Warrants.

1C. Exercise Agreement. Upon any exercise of this Warrant, the Exercise Agreement shall be substantially in the form set forth in Exhibit I hereto, except that if the shares of Warrant Stock are not to be issued in the name of the Person in whose name this Warrant is registered, the Exercise Agreement shall also state the name of the Person to whom the certificates for the shares of Warrant Stock are to be issued, and if the number of shares of Warrant Stock to be issued does not include all the shares of Warrant Stock purchasable hereunder, it shall also state the name of the Person to whom a new Warrant for the unexercised portion of the rights hereunder is to be delivered. Such Exercise Agreement shall be dated the actual date of execution thereof.

1D. Fractional Shares. The Company shall not be required to issue a fractional share of Warrant Stock upon exercise of any Warrant. If a fractional share of Warrant Stock would, but for the provisions of this Section 1, be issuable upon exercise of the rights represented by this Warrant, the Company shall, within five business days after the date of the Exercise Time, deliver to the Purchaser a check or wire transfer of immediately available funds payable to the Purchaser in lieu of such fractional share in an amount in cash equal to the product of (i) such fraction multiplied by (ii) the Market Price of one share of Warrant Stock on the date of the Exercise Time.

1E. Legends. Any book-entry position or certificate, as applicable, for shares of Warrant Stock issued upon any exercise of this Warrant shall bear the Private Placement Legend; provided that any book-entry position or certificate, as applicable, for such shares of Warrant Stock may be issued without such legend upon receipt by the Company of (i) an opinion of counsel in form reasonably acceptable to the Company to the effect that the shares of Warrant Stock represented by such book-entry position or certificate, as applicable, may be freely transferred without registration under the Securities Act or applicable state securities laws and (ii) such other certifications or information reasonably requested by the Company.

Section 2. Adjustment of Number of Shares. In order to prevent dilution of the rights granted under this Warrant, the number of shares of Warrant Stock obtainable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as provided in this Section 2.

2A. Subdivision or Combination of Common Stock. If the Company at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the number of shares of Warrant Stock issuable upon exercise of this Warrant immediately prior to any such subdivision shall be proportionately increased. If the Company at any time combines (by reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the number of shares of Warrant Stock issuable upon exercise of this Warrant immediately prior to such combination shall be proportionately decreased. Any adjustment under this Section 2(A) shall become effective at the close of business on the date the subdivision or combination becomes effective.

2B. Reorganization, Reclassification, Consolidation, Merger or Sale. Any recapitalization, reorganization, reclassification, consolidation, merger, sale of all or substantially all of the Company's assets or other transaction, which in each case is effected in such a way that the holders of Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock is referred to herein as "Organic Change." Prior to the consummation of any Organic Change, the Company shall make appropriate provision (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants) to insure that each of the Registered Holders of Warrants under this Series of Warrants shall thereafter have the right to acquire and receive, in lieu of or addition to (as the case may be) the shares of Warrant Stock immediately theretofore acquirable and receivable upon the exercise of such holder's Warrant, such shares of stock, securities or assets as would have been issued or payable in such Organic Change (if the holder had exercised this Warrant immediately prior to such Organic Change) with respect to or in exchange for the number of shares of Warrant Stock immediately theretofore acquirable and receivable upon exercise of such holder's Warrant had such Organic Change not taken place, including by making appropriate provision (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants) with respect to such holders' rights and interests to insure that the provisions of this Section 2 and Sections 3 and 4 shall thereafter be applicable to the Warrants. The Company shall not effect any such consolidation, merger or sale, unless prior to the consummation thereof, the successor entity (if other than the Company) resulting from consolidation or merger or the entity purchasing such assets assumes by written instrument (in form and substance reasonably satisfactory to the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants), the obligation to deliver to each such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

2C. Certain Events. If any event occurs as to which the provisions of this Section 2 are not strictly applicable but the failure to make any adjustment would not adequately protect the purchase rights of the Warrants then outstanding under this Series of Warrants (but not including, to avoid doubt, the granting of any awards approved by the Board of Directors of the Company, or any committee thereof, under the Company's existing or future employee incentive plans), then the Company's board of directors shall make an appropriate adjustment in the Exercise Price and the number of shares of Warrant Stock obtainable upon exercise of the Warrants then outstanding under this Series of Warrants so as to protect the rights of the holders of the Warrants.

2D. Notices.

(i) Immediately upon any adjustment of the number of shares of Warrant Stock obtainable upon exercise of this Warrant or the Exercise Price, the Company shall give written notice thereof to the Registered Holder, setting forth in reasonable detail and certifying the calculation of such adjustment; *provided* that the failure of the Company to give such notice shall not impact the validity of any such adjustment.

(ii) The Company shall give written notice to the Registered Holder at least 20 days prior to the date on which the Company closes its books or takes a record date for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) The Company shall also give written notice to the Registered Holders at least 20 days prior to the date on which any Organic Change, dissolution or liquidation shall take place.

Section 3. Liquidating Dividends. If the Company declares or pays a dividend upon the Common Stock payable otherwise than in cash out of earnings or earned surplus (determined in accordance with generally accepted accounting principles, consistently applied) except for a stock dividend payable in shares of Common Stock (a "Liquidating Dividend"), then the Company shall pay to the Registered Holder of this Warrant at the time of payment thereof the Liquidating Dividend which would have been paid to such Registered Holder on the Warrant Stock had this Warrant been fully exercised immediately prior to the date on which a record is taken for such Liquidating Dividend, or, if no record is taken, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

Section 4. Purchase Rights. If at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property (other than in connection with any awards approved by the Company's board of directors, or any committee thereof, under the Company's existing or future employee incentive plans) *pro rata* to the record holders of any class of Common Stock (the "Purchase Rights"), then the Registered holder of this Warrant shall be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such holder could have acquired if such holder had held the number of shares of Warrant Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Section 5. Definitions. The following terms have meanings set forth below:

"Common Stock" means, collectively, the Company's Common Stock and any capital stock of any class of the Company hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Company.

“Convertible Securities” means any stock or securities (directly or indirectly) convertible into or exchangeable for Common Stock.

“Institutional Accredited Investor” means an institution that is an “accredited investor” as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, which is not also a QIB.

“Market Price” means as to any security the average of the closing prices of such security’s sales on all domestic securities exchanges on which such security may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such security is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by OTC Markets Group, or any similar successor organization, in each such case averaged over a period of 21 days consisting of the day as of which “Market Price” is being determined and the 20 consecutive business days prior to such day; provided that if such security is listed on any domestic securities exchange the term “business days” as used in this sentence means business days on which such exchange is open for trading. If at any time such security is not listed on any domestic securities exchange or quoted in the domestic over-the-counter market, the “Market Price” shall be determined in good faith by the Board of Directors of the Company.

“Options” means any rights or options to subscribe for or purchase Common Stock or Convertible Securities.

“Person” means an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

“Private Placement Legend” means the following legend with respect to the Warrants or the Warrant Shares, as applicable:

(i) with respect to the Warrants:

THIS WARRANT AND ANY SECURITIES ACQUIRED UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND NONE OF THIS WARRANT, SUCH SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN “INSTITUTIONAL ACCREDITED INVESTOR” WITHIN THE MEANING OF SUBPARAGRAPH (A)(1), (2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) TO AN “INSTITUTIONAL ACCREDITED INVESTOR” WITHIN THE MEANING OF SUBPARAGRAPH (A)(1),(2), (3) OR (7) OF RULE 501 OF REGULATION D UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (B), (C) OR (E) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER’S COMPLIANCE WITH CLAUSE (B), (C) OR (E) AS APPLICABLE.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

(ii) with respect to the Warrant Shares:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (C) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) TO REQUIRE THE DELIVERY BY THE TRANSFEROR OF AN OPINION OF COUNSEL, A CERTIFICATE OF TRANSFER IN SUBSTANTIALLY THE FORM ATTACHED TO THIS SECURITY AND SUCH OTHER CERTIFICATIONS OR INFORMATION SATISFACTORY TO THE COMPANY TO ESTABLISH THE TRANSFER'S COMPLIANCE WITH CLAUSE (C).

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES NOT TO ENGAGE IN ANY HEDGING TRANSACTION UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR ANY INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND AND THE PRECEDING PARAGRAPHS.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Securities Act" means the U.S. Securities Act of 1933, as amended.

"Series of Warrants" means all warrants, initially representing the right to purchase 16,666,667 shares of Common Stock, of which this Warrant is a part.

“Warrant Stock” means the Company’s Common Stock, par value \$0.01 per share; provided that if there is a change such that the securities issuable upon exercise of the Warrants are issued by an entity other than the Company or there is a change in the type or class of securities so issuable, then the term “Warrant Stock” shall mean one share of the security issuable upon exercise of the Warrants if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

Section 6. No Voting Rights; Limitations of Liability. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company. No provision hereof, in the absence of affirmative action by the Registered Holder to purchase Warrant Stock, and no enumeration herein of the rights or privileges of the Registered Holder shall give rise to any liability of such holder for the Exercise Price of Warrant Stock acquirable by exercise hereof or as a stockholder of the Company.

Section 7. Warrants Transferable.

7A. Transferability Generally. Subject to this Section 7 and the transfer conditions referred to in the legend endorsed hereon, this Warrant and all rights hereunder are transferable, in whole or in part, without charge to the Registered Holder, upon surrender of this Warrant with a properly executed Certificate of Assignment (in the form of Exhibit II hereto) at the principal office of the Company. No service charge shall be made to a Registered Holder of a Warrant for any registration of transfer, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith. No transfer or assignment, in whole or in part, of any right or interest in this Warrant by the Registered Holder shall be effective, and the Company shall not be required to recognize any Person other than the Registered Holder as having any interest in this Warrant, unless and until the requirements of this Section 7 have been completed.

7B. Legends. The legend on the face of this Warrant shall appear on any Warrant issued under the terms of this Warrant; provided that any Warrant issued pursuant to the terms of this Warrant may be issued without such legend upon receipt by the Company in connection with any transfer of this Warrant, in whole or in part, of (i) an opinion of counsel in form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act and all applicable state securities laws and that the restrictions on transfer contained herein and in such legend are no longer required in order to maintain compliance with the Securities Act and all applicable state securities laws and (ii) such other certifications or information reasonably requested by the Company.

Section 8. Warrant Exchangeable for Different Denominations. This Warrant is exchangeable, upon the surrender hereof by the Registered Holder at the principal office of the Company, for new Warrants of like tenor representing in the aggregate the purchase rights hereunder, and each of such new Warrants shall represent such portion of such rights as is designated by the Registered Holder at the time of such surrender. The date the Company initially issues this Warrant shall be deemed to be the “Date of Issuance” hereof regardless of the number of times new certificates representing the unexpired and unexercised rights formerly represented by this Warrant shall be issued.

Section 9. Tax treatment.

The issuance of this Series of Warrants and the Registered Holder's initial extension of \$150,000,000 of Tranche A-3 Term Loans pursuant to the Credit Agreement are intended to constitute an "investment unit" within the meaning of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company and the initial Registered Holder agree to allocate the issue price of the investment unit as required by Treasury Regulations Section 1.1273-2(h). For the purpose of determining fair market values, as required by Treasury Regulations Section 1.1273-2(h), the Company and the initial Registered Holder shall rely on, and be bound by, the applicable fair market values established by a mutually acceptable independent valuation expert and further agree that their respective U.S. federal tax returns, schedules, and financial statements shall be prepared and filed in a manner consistent with the treatment as an investment unit and the allocation of fair market value determined as provided herein unless a different treatment is required under applicable law.

Section 10. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the Registered Holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing this Warrant, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company (provided that if the holder is a financial institution its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the same rights represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 11. Notices. Except as otherwise expressly provided herein, all notices, demands or other communications referred to in this Warrant shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent to the recipient by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; but if not, then on the next business day, (iii) one business day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three days after it is mailed to the recipient by first class mail, return receipt requested, and shall be addressed to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

(a) If to the Company:

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

with a copy to:

King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309
Attention: William Calvin Smith, III
Zachary L. Cochran
Email: calsmith@kslaw.com
zcochran@kslaw.com

(b) If to the Registered Holder of this Warrant:

B. Riley Financial, Inc.
299 Park Avenue, 21st Floor
New York, NY 10171
Attention: Alan N. Forman, General Counsel
Tel: (212) 409-2420
Email: aforman@brileyfin.com

with a copy to:

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Steven Levine
Email: slevine@brownrudnick.com

Section 12. Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrants may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Registered Holders of Warrants representing a majority of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants; provided that, other than pursuant to Section 2, no such action may change the Exercise Price of the Warrants or the number of shares or class of stock obtainable upon exercise of each Warrant without the written consent of the Registered Holders of Warrants representing 100% of the Warrant Stock obtainable upon exercise of all Warrants then outstanding under this Series of Warrants.

Section 13. Descriptive Headings: Governing Law. The descriptive headings of the several Sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. The corporation laws of the State of New York shall govern all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by the internal law of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

* * * *

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed and attested by its duly authorized officers under its corporate seal and to be dated the Date of Issuance hereof.

BABCOCK & WILCOX ENTERPRISES, INC.

By

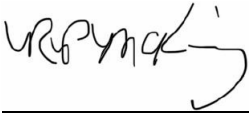


Sr. Vice President, General

Its

Counsel & Corporate Secretary

Attest:



Secretary

EXERCISE AGREEMENT

To:

Dated: _____

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

The undersigned, pursuant to the provisions set forth in the attached Warrant (Certificate No. W-____), hereby agrees to subscribe for the purchase of _____ shares of the Warrant Stock covered by such Warrant and makes payment herewith in full therefor at the price per share provided by such Warrant.

[CHECK ONE]

This Warrant is being exercised on the basis of the Cashless Exercise option (as defined in the Warrant).

The Registered Holder exercising the Warrant represents and warrants that it is an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act. The Registered Holder understands that the shares issued upon exercise of the Warrant are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the shares have not been, and except as contemplated by the terms of the Warrant, will not be registered under the Securities Act and that if in the future it decides to offer, resell, pledge or otherwise transfer any of the shares issuable upon exercise of the Warrant, such shares may be offered, resold, pledged or otherwise transferred only in conformity with the legend on such shares.

Signature _____

Address _____

FORM OF CERTIFICATE OF ASSIGNMENT

To:

Dated: _____

Babcock & Wilcox Enterprises, Inc.
20 South Van Buren Avenue
Barberton, Ohio 44203
Attention: J. André Hall, General Counsel

_____ (the “Transferor”) owns and proposes to transfer the _____ Warrant[s] attached hereto (the “Transfer”) to _____ (the “Transferee”). In connection with the Transfer, the Transferor hereby certifies that:

CHECK ALL THAT APPLY

1. Check if Transferee Will Take Delivery of a Restricted Warrant Pursuant to Rule 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A, and accordingly, the Transferor hereby further certifies that the Warrant is being transferred to a Person that the Transferor reasonably believed and believes is purchasing the Warrant for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a “qualified institutional buyer” within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and such Transfer is in compliance with any applicable “blue sky” securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant, and in the Warrant and the Securities Act.

2. Check and Complete if Transferee Will Take Delivery of a Restricted Warrant Pursuant to any Provision of the Securities Act other than Rule 144A. The Transfer is being effected in compliance with the transfer restrictions applicable to Warrants and pursuant to and in accordance with the Securities Act and any applicable “blue sky” securities laws of any state of the United States, and accordingly, the Transferor hereby further certifies that (*check one*):

- such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act; or
- such Transfer is being effected to the Company or a subsidiary thereof; or
- such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A or Rule 144, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act, and the Transfer complies with the transfer restrictions applicable to the Warrants and the requirements of the exemption claimed, which certification is supported by (1) a certificate reasonably satisfactory to the Company, executed by the Transferee regarding the transferee’s accredited investor status and (2) if the Company requests, an opinion of counsel provided by the Transferor or the Transferee (a copy of which the Transferor is attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Warrant, the Warrant will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant, and in the Warrant and the Securities Act.



one): 3. Check and Complete if Transferee Will Take Delivery of an Unrestricted Warrant. The Transferor hereby further certifies that (*check*

- The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Warrant and any applicable “blue sky” securities laws of any state of the United States. The restrictions on transfer contained in the Warrant and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant and in the Warrant.
- The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144 and in compliance with the transfer restrictions contained in the Warrant and any applicable “blue sky” securities laws of any State of the United States. The restrictions on transfer contained in the Warrant and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Warrant, the transferred Warrant will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Warrant and in the Warrant.

This certificate and the statements contained herein are made for the benefit of the Company. All capitalized terms used without definition herein have the meaning assigned to them in the attached Warrant[s].

[Insert Name of Transferor]

By: _____
Name:
Title:
