

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Gary T. Holtzer
Robert J. Lemons
Garrett A. Fail

*Proposed Attorneys for Debtors
and Debtors in Possession*

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

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In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, *et al.*, : **Case No. 17-_____ (____)**
 :
Debtors.¹ : **(Joint Administration Pending)**
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**MOTION OF DEBTORS PURSUANT TO
11 U.S.C. §§ 105(a), 345(b), 363(b), 363(c), 364(a),
503(b)(1) AND 507 AND FED. R. BANKR. P. 6003
AND 6004 FOR (I) INTERIM AND FINAL AUTHORITY
TO (A) CONTINUE EXISTING CASH MANAGEMENT
SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY
TRANSACTIONS, (C) HONOR CERTAIN PREPETITION OBLIGATIONS
RELATED THERETO, AND (D) MAINTAIN BUSINESS FORMS AND
EXISTING BANK ACCOUNTS; (II) AN EXTENSION OF TIME TO COMPLY
WITH, OR SEEK WAIVER OF, 11 U.S.C. § 345(b); AND (III) RELATED RELIEF**

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



TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Westinghouse Electric Company LLC (“**WEC LLC**”) and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) respectfully represent as follows in support of this motion (the “**Motion**”):

Background

1. On the date hereof (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Lisa J. Donahue Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York*, sworn to on the date hereof (the “**Donahue Declaration**”), which has been filed with the Court contemporaneously herewith and is incorporated herein by reference.

Jurisdiction

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. By this Motion, pursuant to sections 105(a), 345(b), 363(b), 363(c), 364(a), 503(b)(1) and 507 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtors request: (i) authority to (a) continue to operate their existing cash management system (the “**Cash Management System**”), as described herein, including the continued maintenance of the existing bank accounts (the “**Bank Accounts**”) at the existing banks (the “**Banks**”) and use the Legacy Cash Management System (defined below) to the extent necessary, and continue transferring funds among WEC LLC the Debtors and their Non-Debtor Affiliates (collectively, the “**WEC U.S.**”) in the ordinary course of business, consistent with their prepetition practices; (b) continue to perform and honor intercompany transactions with Debtor and Non-Debtor Affiliates in the ordinary course of business, in their business judgment; (c) honor certain prepetition obligations related to the Cash Management System; and (d) maintain existing business forms; (ii) an extension of time to comply with section 345(b) of the Bankruptcy Code for 45 days (or such later time as may be agreed to by the Office of the United States Trustee for Region 2 (the “**U.S. Trustee**”) or as approved by the Court); and (iii) related relief.

6. The Debtors seek the relief requested herein in all cases subject to, and in compliance with, the terms and conditions of the Debtors’ proposed debtor-in-possession financing facility (the “**DIP Facility**” and the lenders and letter of credit issuer thereunder, collectively, the “**DIP Lenders**”), the terms related thereto (the “**DIP Term Sheet**”), and any orders approving the DIP Facility (the “**DIP Orders**”).²

² Additional information regarding the Debtors’ proposed DIP Facility is contained in the *Motion of Debtors Pursuant to 11 U.S.C. §§ 362, 363, 364, 507, and 105 and Fed. R. Bankr. P. 2002, 4001, 6003, 6004 and 9014 for Interim and Final Orders (I) Authorizing the Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Scheduling a Final Hearing* (the “**DIP Motion**”), filed contemporaneously herewith.

7. The Debtors further request that the Court authorize all applicable the Banks to receive, process, honor, and pay all checks presented for payment and electronic payment requests relating to the foregoing to the extent directed by the Debtors in accordance with this Motion, whether such checks were presented or electronic requests were submitted before or after the Petition Date, and that all such Banks be authorized to rely on the Debtors' designation of any particular check or electronic payment request as appropriate pursuant to this Motion, without any duty of further inquiry, and without liability for following the Debtors' instructions. The Debtors also request that the Court authorize Banks to continue to charge Bank Fees (as defined below) and to charge back returned items to the Bank Accounts, whether such items are dated before, on or after the Petition Date.

8. A proposed form of order granting the relief requested herein on an interim and final basis is annexed hereto as **Exhibit A** (the "**Proposed Interim Order**") and **Exhibit B** (the "**Proposed Final Order**"), respectively. A list of Banks and Bank Accounts is attached to the Proposed Interim Order as **Exhibit C**. A diagram illustrating the Legacy Cash Management System (defined below) and Cash Management System is attached hereto as **Exhibit D**.

The Debtors' Cash Management System

A. The Legacy Cash Management System

9. Prior to the commencement of these chapter 11 cases, the Debtors maintained a complex cash management system to collect, concentrate, and disburse funds generated by the Debtors' operating entities (the "**Legacy Cash Management System**"). In broad terms, the Legacy Cash Management System is similar to the cash management systems used by other global corporate entities.

10. Although the accounts and processes connected to the Legacy Cash Management System remain functional, the Debtors have substantially transitioned from use of the Legacy Cash Management System to the current simpler, more efficient, and less costly Cash Management System described below. The Debtors are working with their customers to ensure that payments are directed to the BMO Harris Bank Account (defined below) under the Cash Management System and are steadily discontinuing use of the Bank Accounts in the Legacy Cash Management System.

11. The Legacy Cash Management System is comprised of approximately 16 Bank Accounts: seven maintained by JPMorgan Chase Bank (“**JPMorgan**”) and nine maintained by PNC Bank (“**PNC**”). JPMorgan and PNC are designated as authorized depositories by the Region 2 U.S. Trustee pursuant to the U.S. Trustee’s Operating Guidelines for Chapter 11 Cases (the “**UST Guidelines**”). All of these Bank Accounts are owned by the Debtors with the exception of three Bank Accounts owned by non-Debtor affiliates: (i) the PNC Bank Account ending in 5253 owned by Westinghouse Government Services LLC, (ii) the JPMorgan Bank Account ending in 0864 owned by Westinghouse Electric (Asia) SA, and (iii) the PNC Bank Account ending in 6797 owned by NuCrane Manufacturing LLC.

12. Central to the functioning of the Legacy Cash Management System was a JPMorgan Bank Account ending in 3172 (the “**Concentration Account**”). At the end of each day, funds from JPMorgan Bank Accounts ending in 0211, 1890, and 4977 were automatically swept into the Concentration Account and any funds in the other JPMorgan Bank Accounts and PNC Bank Accounts were swept by wire transfer. Under the Legacy Cash Management System, substantially all disbursements were made out of PNC Bank Accounts ending in 3056 and 3048 (the “**Disbursement Accounts**”).

13. In addition to cash receipts from operations, the Legacy Cash Management System benefitted from a cash pool maintained with BMG Bank (the “**Global Cash Pool**”). The Global Cash Pool aggregated balances in accounts at BMG Bank held by WEC LLC, Westinghouse Electric UK Holdings Limited (“**WEC UK**”), and subsidiaries of WEC UK. As set forth more fully in the Donahue Declaration, Westinghouse is divided into two sibling chains of corporate entities: (i) WEC U.S.; and (ii) a chain of entities in the rest of the world, which is directly and indirectly owned by WEC UK (WEC UK and such chain collection, “**WEC EMEA**”). The Global Cash Pool allowed WEC U.S. and WEC EMEA entities efficiently to transfer cash to where it was most needed. Withdrawals from the Global Cash Pool generated receivables to the Global Cash Pool owed by withdrawing entities, and deposits into the Global Cash Pool generated payables owed to the depositing entities. If the Debtors needed to access funds in the Global Cash Pool, WEC LLC’s Treasury (“**Treasury**”) manually transferred funds into the Concentration Account from the Global Cash Pool.

14. Activity in the Legacy Cash Management System has steadily declined. The Debtors no longer withdraw or deposit funds into the Global Cash Pool. On February 16, 2017, BMG Bank sent a letter terminating the Cash Pool Agreement, dated June 17, 2010, among WEC LLC, WEC UK, other WEC EMEA entities, and BMG effective as of May 17, 2017. On March 24, 2017 BMG Bank sent a notice of temporary suspension of the Global Cash Pool to WEC LLC and other participants. The Debtors’ use of Bank Accounts within the Legacy Cash Management System is substantially limited to customer receipts into the JPMorgan Bank Account ending in 10211 and PNC Bank Account ending in 3013. The Disbursement Accounts are substantially dormant. Funds deposited in Bank Accounts in the Legacy Cash Management System continue to flow to the Concentration Account, but as part of its transition to the Cash

Management System, Treasury regularly transfers funds from the Concentration Account to the BMO Harris Bank Account, from which it then makes disbursements.

15. The Debtors are making every effort to ensure a smooth transition—without any disruption to cash flow—to exclusive use of the BMO Harris Bank Account for deposits and disbursements. Although there is still functionality and limited use of the Legacy Cash Management system, the Debtors have made significant progress in transitioning to the Cash Management System. Any disruption to this process would likely have a severe and adverse impact on the day-to-day business operations of the Debtors.

B. The Cash Management System

16. As stated above, the Debtors recently formalized a new centralized cash management process as a result of strategic planning and in preparation for these chapter 11 cases. The Cash Management System is a centralized system, designed to collect and transfer the funds generated by the Debtors and disburse those funds to satisfy the obligations incurred in the course of operating the Debtors' businesses from a single bank account. Until the transition from the Legacy Cash Management System is complete, the Cash Management System utilizes the Legacy Cash Management System to the limited degree described above.

17. The Cash Management System allows the Debtors to efficiently collect the cash generated by their business and pay their financial obligations. It also enables the Debtors to facilitate their cash forecasting and reporting, monitor collection and disbursement of funds, and maintain control over the administration of the Bank Accounts.

18. As described in further detail below, the Cash Management System facilitates four principal cash functions: (1) cash collection; (2) cash concentration; (3) disbursements to fund the Debtors' operations; and (4) cash transfers among the Debtors and certain Non-Debtor Affiliates. A general overview of the movement of cash through the

Debtors' Cash Management System is illustrated by the flow of funds chart attached hereto as **Exhibit D**.

19. The Cash Management System utilizes a central operating Bank Account that is held and controlled by Westinghouse and is maintained by BMO Harris Bank N.A. (“**BMO Harris**” and the “**BMO Harris Bank Account**”). As discussed above, the Debtors also use on a limited and diminishing basis several active Bank Accounts from the Legacy Cash Management System. WEC LLC also maintains certain miscellaneous accounts, set up and utilized by the Debtors' Legacy Cash Management System and the Cash Management System prior to the Petition Date.³ Because these accounts are substantially dormant, they are not described for the purposes of this Motion.

20. WEC LLC serves as the “central banker” entity in the Cash Management System. All monies deposited in the Bank Accounts associated with the Legacy Cash Management System are swept into the Concentration Account and then manually transferred to the BMO Harris Bank Account. With limited exceptions, Debtors other than WEC LLC do not have their own accounts. Rather, each Debtor relies on the Cash Management System in the course of its day-to-day business operations. This system allows seamless accounting in a single location across and among all Debtor entities, reducing banking expenses, permitting prompt and accurate liquidity tracking, and allowing simple and accurate intercompany allocations and transfers. To lessen the disruption caused by these chapter 11 cases, minimize expense, and

³ These accounts include an account at Mizuho Bank, LTD (“**Mizuho**”) ending in 5926 and an account at Sumitomo Mitsui Banking Corp (“**SMBC**”) ending in 3837. The Debtors use the accounts at Mizuho and SMBC to receive cash from Toshiba. Deposits from Toshiba are to be swept into the BMO Harris Bank Account at the end of each day that the funding is received, or as soon as practicable thereafter. WEC LLC also holds two accounts at Bank Mendes Gans (“**BMG**”) ending in 6483 and 4925 in connection to the Global Cash Pool. WEC LLC no longer uses these accounts because it does not deposit or withdraw funds from the Global Cash Pool, which is suspended. Debtor Westinghouse Energy Systems LLC has three accounts at Citibank Europe Plc. These accounts support Debtor Westinghouse Energy Systems LLC's operations in Bulgaria. Cash in these accounts is not swept into the BMO Harris Bank Account or the Concentration Account.

maximize the value of their estates, it is vital that the Debtors continue their transition to and use of the Cash Management System.

C. Cash Collection

21. Revenue is generated by WEC U.S., which collects revenue primarily from (i) service agreements; (ii) sales of nuclear fuel products and related servicing agreements; and (iii) funds generated from construction projects. The Debtors also receive cash payments from counterparties to the Debtors' derivatives contracts.

D. Concentration

22. With the exception of the above-mentioned customer payments made to Bank Accounts connected to the Legacy Cash Management System, substantially all payments made to WEC U.S. are deposited or directed into the BMO Harris Bank Account. Any payment made to a Bank Account connected to the Legacy Cash Management System is swept into the Concentration Account and then periodically transferred to the BMO Harris Bank Account. Nearly all cash received by the Debtors is ultimately collected and held at BMO Harris. When a deposit is made to the BMO Harris Bank Account, WEC LLC books a journal entry for the applicable Debtor or non-Debtor affiliate on account of that transaction.

E. Disbursements

23. WEC U.S. makes substantially all of their disbursements out of the BMO Harris Bank Account. The disbursements relate primarily to (i) operating expenses, including payroll and other employee expenses;⁴ (ii) research and development costs; (iii) corporate overhead expenses; (iv) trade payables to vendors; and (v) taxes. Disbursements, including

⁴ Such expenditures are described in more detail in the *Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 362(d), and 507 and Fed. R. Bankr. P. 4001, 6003, and 6004 (I) for Interim and Final Authority to (A) Pay Prepetition Wages, Salaries, and Other Compensation and Benefits, and (B) Maintain Employee Benefit Programs and (II) to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers*, filed concurrently herewith.

wires, certain automated clearing house (“ACH”) and electronic funds transfer (“EFT”) payments, certain accounts payable checks, and certain checks to governmental entities are issued by WEC LLC. WEC LLC books journal entries to allocate the disbursements to the applicable Debtor and non-Debtor affiliates.

F. Intercompany Transactions and Claims Among WEC U.S. Entities⁵

24. As described in the Donahue Declaration, the business and financial affairs of the Debtors and non-Debtor affiliates are complex. Because not all U.S. entities generate revenue, the Debtors collect and move funds through numerous bank accounts to ensure the continued operation of each entity. In order to manage the movement of funds, in the ordinary course of business, the WEC U.S. entities engage in a variety of intercompany transactions (the “**Intercompany Transactions**”), including those described above with respect to cash concentration and disbursements, that give rise to intercompany receivables and payables (collectively, the “**Intercompany Claims**”). The Debtors track all Intercompany Transactions processed through the Cash Management System by use of their enterprise resource planning software system (the “**ERP System**”) and are able to ascertain, trace, and account for all Intercompany Transactions and Intercompany Claims.

25. The main Intercompany Transactions giving rise to Intercompany Claims are:

- a. Cash Receipts Activities. As described above, using the Cash Management System, WEC U.S. entities concentrate their receipts into the BMO Harris Bank Account. As a result, to the extent the cash receipts held at BMO Harris are transferred from a WEC LLC subsidiary, an Intercompany Transaction is recorded in the ERP System for the account of that subsidiary.

⁵ The Debtors are also seeking in the DIP Motion authorization to make certain transfers to WEC EMEA entities. That motion contains more detail on such transfers.

- b. Disbursement Activities. Likewise, under the Cash Management System, any disbursement made from the BMO Harris Bank Account on behalf of a WEC LLC subsidiary is recorded as an Intercompany Transaction, creating a payable from such subsidiary.
- c. Expense Allocations. In the ordinary course of business, WEC U.S. entities incur centrally-billed expenses, including insurance premiums, workers' compensation obligations, payroll and benefit costs, general corporate services, and information technology costs. WEC LLC pays these expenses, thereby creating Intercompany Claims that are reflected on the relevant entities' balance sheets.

26. All Intercompany Transactions are tracked electronically in the ERP System. Transactions are concurrently recorded on each applicable entity balance sheet. The accounting system requires that all general-ledger entries be balanced at the legal-entity level, and, therefore, when the accounting system enters an intercompany receivable on one entity's balance sheet, it also automatically creates a corresponding intercompany payable on the applicable affiliate's balance sheet. For example, if WEC LLC makes a payroll disbursement on behalf of a Debtor subsidiary, the ERP System automatically enters an intercompany receivable on WEC LLC's balance sheet and an intercompany payable on the subsidiary's balance sheet. This results in a net balance of zero when aggregating all intercompany accounts.

27. Because the Debtors allocate shared expenses to the appropriate entities and record all cash transfers at the legal-entity level, no Debtor will be subsidizing the expenses of any other affiliate. To help ensure that each individual Debtor will not disadvantage its creditors by funding the operations of its affiliates, the Debtors request that, pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code, the Court grant administrative expense status to all Intercompany Claims against a Debtor that arise postpetition from Intercompany Transactions. For the avoidance of doubt, the Debtors are not seeking to pay, satisfy or set-off any prepetition Intercompany Transaction against post-petition amounts.

G. Bank Fees

28. In the ordinary course of their business, the Debtors incur and pay, honor, or allow to be deducted from the appropriate Bank Accounts service charges and other fees, costs, and expenses charged by the Banks (collectively, the “**Bank Fees**”). The Bank Fees collectively average approximately \$20,000 per month. Additionally, if the balance in a particular the Bank Account decreases below a threshold amount established by the applicable Bank, the Debtors may incur additional fees for sending and receiving wire transfers, clearing checks, automated clearinghouse transfers, and other transactions.

H. The Debtors’ Existing Business Forms

29. In the ordinary course of business, the Debtors use a variety of correspondence and business forms, including, among other things, checks, purchase orders, invoices, and letterheads (collectively, the “**Business Forms**”). To minimize expenses, the Debtors seek authority to continue using all Business Forms substantially in the forms used immediately prior to the commencement of these chapter 11 cases, without reference to the Debtors’ status as debtors in possession. The Debtors have prepared communications to the various parties with which they conduct business, which will, among other things, notify such parties of the commencement of these chapter 11 cases. The Debtors believe that these communications will provide adequate notice of the Debtors’ status as debtors in possession. Nevertheless, the Debtors will use reasonable efforts to have electronic checks include the legend referring to the Debtors as “Debtors-in-Possession” as soon as practicable, and if the Debtors generate new checks during the pendency of these chapter 11 cases, such checks shall include a legend referring to the Debtors as “Debtors-in-Possession.”

**Continuation of the Cash Management System Is in the
Best Interests of the Debtors and All Other Parties in Interest**

30. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to “use property of the estate in the ordinary course of business without notice or a hearing.” The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary transactions required to operate its business without unneeded oversight by its creditors or the court. *See Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997). Included within the purview of section 363(c) of the Bankruptcy Code is a debtor’s ability to continue “routine transactions” necessitated by a debtor’s cash management system. *Amdura Nat’l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). Accordingly, as stated, the Debtors seek authority under section 363(c)(1) to continue the Cash Management System as it operated prepetition.

31. Even if continuation of the Cash Management System and other relief requested herein were outside of the ordinary course of business, the Court may grant such relief pursuant to section 363(b) of the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate” 11 U.S.C. § 363(b)(1). Under section 363 of the Bankruptcy Code, a court may authorize a debtor to pay certain prepetition claims where a sound business purposes exists for doing so. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174 (Bankr. S.D.N.Y. 1989) (finding that there must be a sound business justification to justify payment of prepetition wages); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on

section 363 of the Bankruptcy Code to allow contractor to pay prepetition claims for suppliers). The business judgment rule is satisfied where “the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” See, e.g., *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993). “Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). Courts in this District consistently have declined to interfere with corporate decisions absent a showing of bad faith, self-interest, or gross negligence, and have upheld a board’s decisions as long as such decisions are attributable to any “rational business purpose.” *Integrated*, 147 B.R. at 656 (quoting *CRTF Corp. v. Federated Dep’t Stores*, 683 F. Supp. 422, 436 (S.D.N.Y. 1988)).

32. Here, the continuation of the Cash Management System is appropriate under sections 363(b), 363(c) and 105(a) of the Bankruptcy Code and is in the best interests of the Debtors’ estates and all parties in interest, and therefore, should be approved. The Cash Management System constitutes an ordinary-course and essential business practice providing significant benefits to the Debtors, including the ability to control corporate funds, ensure the maximum availability of funds when and where necessary, and reduce borrowing costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account balance information. The use of the Cash Management System

reduces the Debtors' expenses by enabling the Debtors to use funds in an optimal and efficient manner.

33. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested in this Motion because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 105(a) of the Bankruptcy Code empowers bankruptcy courts to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession" to "protect and preserve the estate, including an operating business' going-concern value," on behalf of a debtor's creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); *see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232–33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee.").

34. As a practical matter, because of the Debtors' corporate and financial structure, it would be difficult and expensive to establish and maintain a separate cash management system for each Debtor. Requiring the Debtors to adopt new, segmented cash management systems at this early and critical stage of these cases would create unnecessary administrative burdens and be extraordinarily disruptive to their business operations. Any such disruption could have a materially adverse impact upon the Debtors' reorganization efforts. Accordingly, the continued use of the Cash Management System without interruption is vital to the Debtors' business operations and the success of these chapter 11 cases.

**Continued Engagement in Intercompany Transactions Is Warranted
and Postpetition Intercompany Claims Should Be Granted Administrative Expense Status**

35. As described above, section 363(c)(1) of the Bankruptcy Code permits a debtor in possession to “enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business . . . and may use property of the estate in the ordinary course of business without notice or a hearing.” Under section 503(b)(1)(A) of the Bankruptcy Code, “[a]fter notice and a hearing, there shall be allowed, administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate” Additionally, section 364(a) of the Bankruptcy Code authorizes a debtor in possession to incur debt in the ordinary course of business, which is an administrative expense under section 503(b)(1) of the Bankruptcy Code.

36. The Debtors believe that they do not require the Court’s approval to continue to engage in Intercompany Transactions. The Debtors engage in Intercompany Transactions “in the ordinary course of business” within the meaning of section 363(c)(1). Intercompany Transactions are not just a matter of routine in the Debtors’ business; they are the sorts of transactions that are common among many business enterprises that operate through multiple affiliates. Yet, precisely because of their routine nature, the Intercompany Transactions are integral to the Debtors’ ability to operate their business and successfully emerge from these chapter 11 cases. Out of an abundance of caution, the Debtors request express authority to engage in such transactions postpetition.

37. The Debtors also request that the Court grant administrative expense status pursuant to sections 503(b)(1) and 364(a) to all Intercompany Claims that arise postpetition against a Debtor. If Intercompany Claims are accorded such status, each entity using funds that flow through the Cash Management System will continue to bear the ultimate responsibility for

its ordinary-course transactions with affiliates. Accordingly, the Court should grant administrative expense status to Intercompany Claims that arise postpetition.

**Payment of Prepetition Bank Fees and
Similar Service Charges Is in the Debtors' Best Interests**

38. The Court may authorize the payment of prepetition claims in appropriate circumstances under section 105(a) of the Bankruptcy Code and the doctrine of necessity when such payment is essential to the continued operation of a debtor's business. *See, e.g., In re C.A.F. Bindery, Inc.*, 199 B.R. 828, 835 (Bankr. S.D.N.Y. 1996); *In re Fin. News Network Inc.*, 134 B.R. 732, 735–36 (Bankr. S.D.N.Y. 1991); *see also CoServ*, 273 B.R. at 497 (“[I]t is only logical that the bankruptcy court be able to use § 105(a) of the Bankruptcy Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”). The rationale for the doctrine of necessity is consistent with the paramount goal of chapter 11 – “facilitating the continued operation and rehabilitation of the debtor.” *Ionosphere Clubs*, 98 B.R. at 176.

39. Payment of the prepetition Bank Fees and any similar services charges is in the best interests of the Debtors, their estates, and all parties in interest as it will prevent any disruption to the Cash Management System. Accordingly, by this Motion, the Debtors seek authority, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 to pay any outstanding prepetition Bank Fees and other, similar service charges to maintain the Cash Management System.

**Maintenance of the Debtors' Existing
Bank Account and Business Forms Is Warranted**

40. The Debtors request that the Court waive the requirements of the UST Guidelines, which require, among other things, the closure of the Debtors' prepetition Bank Accounts, the opening of new bank accounts, and the immediate printing of new business forms,

including new checks referencing the Debtors as “Debtors-In-Possession.” The Debtors seek an order authorizing and directing the Banks, including, but not limited to those listed on **Exhibit C**, to continue to treat, service, and administer the Bank Accounts as accounts of the Debtors as debtors in possession without interruption and in the usual and ordinary course, and to receive, process, honor, and pay all checks, drafts, wires, or ACH Payments drawn on the Bank Accounts after the Commencement Date by the holders or makers thereof, as the case may be; provided that any payments issued or made prior to the Petition Date will not be honored absent direction of the Debtors and an order of the Court.

41. The Debtors believe that these chapter 11 cases will be more orderly if they are permitted to maintain the Bank Accounts with the same account number during these cases. By preserving business continuity and avoiding the disruption and delay to the Debtors’ disbursement obligations, all parties in interest, including employees, vendors, and customers, will be best served by the relief requested herein. In addition, to the extent necessary, the Debtors request authority to make ordinary-course changes to the Cash Management System, such as opening or closing accounts at their existing Banks or other authorized depositories designated by the U.S. Trustee.

42. The Debtors should also be permitted to maintain their business forms. The Debtors issue manual checks from time to time and use a variety of business forms in the ordinary course of business. The Debtors request authority to utilize their existing checks and electronically generated forms, rather than obtain new checks and implement new electronic forms reflecting their status as debtors in possession. To the extent the Debtors use all their existing stock of checks, any new checks ordered will reflect their status as debtors in possession. The Debtors will work with their systems personnel and outside consultants to

determine what computer system changes are required to reflect their status as debtors in possession on electronically generated checks and will implement such changes as soon as reasonably practicable.

43. The Debtors believe it is appropriate to continue to use all correspondence and other business forms (including letterheads, purchase orders, invoices, and all other business forms) as such forms were in existence prior to the commencement of these chapter 11 cases. Further, in light of the expense and delay attendant in ordering entirely new business forms, the Debtors believe it is appropriate to use their existing correspondence and other business forms without any reference to the Debtors' current status as debtors in possession.

44. Accordingly, the Debtors request authority to maintain their Bank Accounts and business forms during these chapter 11 cases. Courts in this district have granted debtors similar relief in numerous other complex chapter 11 cases. *See, e.g., In re Aéropostale, Inc., et al.*, Ch. 11 Case No. 16-11275 (SHL) (Bankr. S.D.N.Y. June 3, 2016) (Docket No. 238); *In re Chassix Holding, Inc., et al.*, Ch. 11 Case No. 15-10578 (MEW) (Bankr. S.D.N.Y. Apr. 13, 2015) (Docket No. 267); *The Great Atlantic & Pacific Tea Company, Inc., et al.*, Ch. 11 Case No. 15-23007 (RDD) (Bankr. S.D.N.Y. Aug. 11, 2015) (Docket No. 502); *In re Fairway Group Holdings Corp., et al.*, Ch. 11 Case No. 16-11241 (MEW) (Bankr. S.D.N.Y. June 1, 2016). For the reasons set forth above, such relief is appropriate in these cases as well.

**The Debtors Are in Compliance with
Section 345(a) of the Bankruptcy Code and Cause Exists to
Extend the Time for Complying with Section 345(b) of the Bankruptcy Code**

45. Section 345(a) of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits that are not "insured or guaranteed by the United

States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States,” section 345(b) of the Bankruptcy Code requires the debtor to obtain from the entity with which the money is deposited a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, unless a court for cause orders otherwise. *See* 11 U.S.C. § 345(b).⁶

46. Here, the Debtors have 21 Bank Accounts: one at BMO Harris, three at Citibank Europe Plc., seven at JPMorgan, one at Mizuho, LTD, eight at PNC, and one at SMBC. JPMorgan and PNC are both designated as authorized depositories by the U.S. Trustee, and no portion of the funds deposited in the Bank Accounts maintained at Debtor Banks is invested in money market funds. Accordingly, funds deposited into the Bank Accounts at JPMorgan and PNC comply with section 345(a) of the Bankruptcy Code.

47. BMO Harris is not an authorized depository by the U.S. Trustee; however, the Debtors believe that it meets the standards of section 345(a) because (i) BMO Harris is a highly rated and federally chartered bank subject to supervision by federal banking regulators and (ii) the U.S. Trustee Offices in other regions, namely Region 3, designate BMO Harris as an authorized depository. Accordingly, funds deposited into the Bank Account at BMO Harris comply with section 345(a) of the Bankruptcy Code.

48. Mizuho and SMBC also are not authorized as depositories by the U.S. Trustee; however, because all funds deposited into those accounts are promptly swept into the BMO Harris Bank Account, the balance in these accounts is generally zero dollars (\$0).

⁶ In lieu of such a bond, a debtor may require such entity to deposit governmental “securities of the kind specified in section 9303 of title 31” of the United States Code. § 345(b)(2). Under section 9303, such securities must, among other things, “have a market value that is equal to or greater than the amount of the required surety bond” and, under certain circumstances, authorize the collection or sale of the obligation upon the obligor’s default thereunder. 31 U.S.C. §§ 9303(a)(2)–(3).

Regardless, Mizuho and SMBC are both well-capitalized global financial institutions. Accordingly, funds deposited into the Bank Accounts at Mizuho and SMBC comply with section 345(a) of the Bankruptcy Code.

49. Finally, Citibank Europe Plc is not an authorized depository by the U.S. Trustee, however, Citibank Europe Plc is a highly rated bank that is regulated by the Central Bank of Ireland. Citibank Europe Plc is an affiliate of Citibank N.A., which is an authorized depository by the U.S. Trustee. Accordingly, funds deposited into the Bank Accounts at Citibank Europe Plc comply with section 345(a) of the Bankruptcy Code.

50. If funds in any of the Bank Accounts exceed amounts insured by the Federal Deposit Insurance Corporation, the Debtors propose to engage in discussions with the U.S. Trustee to determine what modifications to the Bank Accounts, if any, are necessary under the circumstances. To enable such discussions, if they become necessary, the Debtors request a 45-day extension (or such additional time to which the U.S. Trustee may agree or as the Court may approve) of the time in which to either comply with section 345(b), make alternative acceptable arrangements, or to seek a waiver of section 345(b), subject to the Court's approval.

51. In large chapter 11 cases such as these, strict compliance with the requirements of section 345(b) would be inconsistent with section 345(a), which permits a debtor in possession to make such investments of money of the estate "as will yield the maximum reasonable net return on such money." 11 U.S.C. § 345(a). Thus, in 1994, to avoid "needlessly handcuff[ing] larger, more sophisticated debtors," Congress amended section 345(b) to provide that its strict investment requirements may be waived or modified if the Court so orders "for cause." 140 Cong. Rec. H 10,767 (Oct. 4, 1994), 1994 WL 545773. The Debtors are not seeking in this motion a waiver of the section 345(b) requirements, but an analysis of the factors

analyzed by courts to determine whether “cause” exists to waive the requirements demonstrates that there is justification to extend the Debtors time to comply with or seek a waiver of section 345(b)’s requirements.

52. Courts consider the “totality of the circumstances” in determining whether “cause” exists, with particular regard to the following factors:

1. The sophistication of the debtor’s business;
2. The size of the debtor’s business operations;
3. The amount of investments involved;
4. The reasonableness of the debtor’s request for relief from section 345(b) requirements in light of the overall circumstances of the case;
5. The bank ratings (Moody’s and Standard and Poor) of the financial institutions where debtor in possession funds are held;
6. The complexity of the case;
7. The safeguards in place within the debtor’s own business of insuring the safety of the funds;
8. The debtor’s ability to reorganize in the face of a failure of one or more of the financial institutions;
9. The benefit to the debtor; and
10. The harm, if any, to the estate.

In re Service Merch. Co., 240 B.R. 894, 896 (Bankr. M.D. Tenn. 1999).

53. Here, “cause” exists because, among other things: (i) the Banks holding significant balances are highly rated, reputable banks that are typically subject to supervision by banking regulators; (ii) these chapter 11 cases are complex and the Debtors are large, sophisticated businesses; (iii) because of the large size of the Debtors’ deposits (deposits on hand in the BMO Harris Bank Account average approximately \$131 million per day), the cost

associated with satisfying the requirements of section 345(b) is needlessly burdensome to the Debtors and their estates; and (iv) the process of satisfying such requirements would lead to needless inconvenience and inefficiencies in the management of the Debtors' businesses. Based on their past experience opening new bank accounts, the Debtors estimate that it would take months to create a new suite of bank accounts that is large enough so that all funds would be insured by the U.S. government. Moreover, a bond secured by the undertaking of a corporate surety would be prohibitively expensive (if such a bond could be obtained at all). In short, the benefits of a waiver would far outweigh any potential harm to the estates from noncompliance with section 345(b). Accordingly, there is ample justification for the Court merely to grant a temporary extension of 45 days for the Debtors to comply with the requirements of section 345(b). On or before the expiry of the Extension Period, the Debtors will (i) seek an additional extension of time, if necessary, to comply with the requirements of section 345(b) with respect to the Bank Accounts or (ii) request that the Court rule upon a waiver of the requirements of section 345(b) with respect to the Bank Accounts (the Debtors endeavor to conference in good faith with the U.S. Trustee to attempt to agree upon the terms of such a waiver).

54. Courts in this district have previously granted similar relief in other complex chapter 11 cases. *See, e.g., In re Chassix Holding, Inc., et al.*, Ch. 11 Case No. 15-10578 (MEW) (Bankr. S.D.N.Y. Apr. 13, 2015) (Docket No. 267); *In re Breitburn Energy Partners LP, et al.*, Ch. 11 Case No. 16-11390 (SMB) (Bankr S.D.N.Y. May 16, 2016); *In re Extended Stay Inc., et al.*, Ch. 11 Case No. 09-13765 (JMP) (Bankr. S.D.N.Y. June 20, 2009) (Docket No. 189).

55. Accordingly, the Debtors request the 45-day extension set forth above (or such additional term) to comply with section 345(b), make other acceptable arrangements, or seek a waiver of section 345(b), subject to this Court's approval.

Reservation of Rights

56. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim or lien against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

The Debtors Have Satisfied Bankruptcy Rule 6003(b)

57. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may issue an order granting "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" before 21 days after filing of the petition. Here, the inability to use the Cash Management System and obtain the other relief requested herein likely would cause irreparable harm to the Debtors' business by stopping the flow of funds through the enterprise. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

Request for Bankruptcy Rule 6004(a) and (h) Waiver

58. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above and in the Donahue Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the waiver of the notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

Notice

59. Notice of this Motion will be provided to (i) the Office of the U.S. Trustee for Region 2; (ii) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney's Office for the Southern District of New York; (vi) proposed counsel to Debtor Toshiba Nuclear Energy Holdings (UK) Limited, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119 (Attn: Albert Togut, Esq.); (vii) counsel to Toshiba Corporation, Skadden, Arps, Slate, Meagher & Flom LLP, 300 South Grand Avenue, Suite 3400, Los Angeles, CA 90071 (Attn: Van C. Durrer II, Esq. and Annie Z. Li, Esq.); (viii) counsel to the Debtors' prepetition agent under that certain Second Amended and Restated Credit Agreement, dated as of October 7, 2009 (as amended), Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611 (Attn: Zulfiqar Bokhari, Esq.); (ix) counsel to the lenders under the Debtors' proposed DIP Facility, (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064 (Attn: Jeffrey D. Saferstein, Esq.) and (b) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K Street, NW, Washington, DC 20006-1047 (Attn: Claudia R. Tobler, Esq.); (x) counsel to the

agents and letter of credit issuer under the Debtors' proposed DIP Facility, Shearman & Sterling, LLP, 599 Lexington Avenue, New York, NY 10022 (Attn: Fredric Sosnick, Esq. and Ned S. Schodek, Esq.); (xi) the Banks; and (xii) BNP Paribas RCC, Inc, 525 Washington Blvd., Jersey City, NJ 07310 (Attn: Dina Wilson, AVP, Loan Servicing) (collectively, the "**Notice Parties**"). The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

60. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request entry of the Proposed Interim Order and the Proposed Final Order granting the relief requested herein and such other and further relief as is just.

Dated: March 29, 2017
New York, New York

/s/ Robert J. Lemons

Gary T. Holtzer
Robert J. Lemons
Garrett A. Fail
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: gary.holtzer@weil.com
Email: robert.lemons@weil.com
Email: garrett.fail@weil.com

*Proposed Attorneys for Debtors
and Debtors in Possession*

EXHIBIT A

Proposed Interim Order

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

-----X
In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-_____ (___)**
 :
Debtors.¹ : **(Joint Administration Pending)**
-----X

INTERIM ORDER AUTHORIZING DEBTORS TO (A) CONTINUE EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING INTERCOMPANY TRANSACTIONS, (C) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, AND (D) MAINTAIN BUSINESS FORMS AND EXISTING BANK ACCOUNTS; (II) AN EXTENSION OF TIME TO COMPLY WITH, OR SEEK WAIVER OF, 11 U.S.C. § 345(b); AND (III) RELATED RELIEF PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), 503(b), AND 507 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004

Upon the motion (the “**Motion**”),² dated March 29, 2017, of Westinghouse Electric Company LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively the “**Debtors**”), for an interim order (the “**Interim Order**”) pursuant to sections 105(a), 345(b), 363(b), 363(c), 503(b), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) for (i) authorization to (a) continue

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

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

their existing cash management system (the “**Cash Management System**”), (b) continue to perform and honor intercompany transactions with Debtor affiliates in the ordinary course of business, in their business judgment and at their sole discretion, (c) honor certain prepetition obligations relating to the use of the Cash Management System, and (d) maintain existing bank accounts (collectively, the “**Bank Accounts**”) located at various banks (collectively, the “**Banks**”) and existing business forms, and (ii) an extension of time to comply with, or to seek waiver of, the requirements of section 345(b) of the Bankruptcy Code, and (iii) related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and upon the Donahue Declaration filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted on an interim basis to the extent set forth herein; and it is further

ORDERED that the Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b)(1) and 363(c)(1), 364(a), 503(b)(1) and 507 of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with the Cash Management System; and it is further

ORDERED that the Debtors are authorized to implement changes to the Cash Management System in the ordinary course of business; *provided* that any material change to the Cash Management System shall require the prior written consent of the DIP Lenders; and it is further

ORDERED that the Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate intercompany balances will be maintained, and the Debtors shall provide reasonable access to such records to the DIP Agent and DIP Lenders; and it is further

ORDERED that in accordance with this Interim Order (or other order of the Court), each of the Banks at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion are authorized to (i) receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto and (ii) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or

transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise; and it is further

ORDERED that to the extent necessary to execute the Cash Management System and manage the day-to-day operations of its business, the Debtors are authorized to continue to engage in Intercompany Transactions; *provided, however*, that absent further order from this Court, the Debtors shall not set-off, satisfy or pay any prepetition Intercompany Claims or Transactions; *and provided further, however*, that the Debtors shall not advance any amounts in excess of \$[●] to Westinghouse Government Services LLC and Wesdyne International LLC. All Intercompany Claims against a Debtor arising after the Petition Date as shall be accorded administrative expense priority status in accordance with section 364(a) and 503(b) of the Bankruptcy Code; *provided, however*, that any such claims shall be junior to the claims and liens of the DIP Lenders. The Debtors shall continue to maintain records with respect to all transfers of cash or property (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall provide reasonable access to such records to the DIP Agent and DIP Lenders.; and it is further

ORDERED that the Debtors are authorized to continue to engage in Intercompany Transactions. All Intercompany Claims against a Debtor arising after the Petition Date as shall be accorded administrative expense priority status in accordance with section 364(a) and 503(b) of the Bankruptcy Code; and it is further

ORDERED that the Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**, hereof, in the names and with the account numbers existing immediately prior to the Petition

Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee, counsel to the DIP Lenders, and the statutory committee of creditors (if appointed); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse (“ACH”) payments, electronic funds transfer (“EFT”) payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts; and it is further

ORDERED that except as otherwise provided in this Order, all Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be; and it is further

ORDERED that unless permitted by an order or this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored; and it is further

ORDERED that the Banks shall not be liable to any party on account of: (a) following the Debtors’ representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the

Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures; and it is further

ORDERED that nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account within five calendar days to the U.S. Trustee and counsel to the DIP Lenders; and it is further

ORDERED that the Debtors are in compliance with section 345(a) of the Bankruptcy Code with respect to the Bank Accounts; and it is further

ORDERED that the Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of 45 days from the date of this Interim Order (the "**Extension Period**"); provided, however, that such extension is without prejudice to the Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Bankruptcy Code in these cases; and it is further

ORDERED that the Debtors are authorized to use their existing Business Forms substantially in the forms used immediately prior to the commencement of these chapter 11 cases, without use of "debtor in possession" on any of their Business Forms; provided however, the Debtors will use reasonable efforts to have electronic checks include the legend referring to the Debtors as "Debtors-in-Possession" as soon as practicable, and if the Debtors generate new checks during the pendency of these chapter 11 cases, such checks shall include a legend referring to the Debtors as "Debtors-in-Possession"; and it is further

ORDERED that notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to, the requirements imposed on the Debtors under the terms of the DIP Financing. To the extent that there may be any inconsistency between the terms of this Order, the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or any interim or final orders approving the DIP Financing (a "**DIP Order**"), the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or the DIP Order, as applicable, shall govern; and it is further

ORDERED that Notwithstanding anything to the contrary contained herein, any payment to be made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any interim or final orders approving the DIP Financing and the budget approved thereunder (the "**Budget**"). To the extent there is any conflict between this Order and any DIP Order or a Budget, the terms of the DIP Order or Budget, as applicable, shall govern; and it is further

ORDERED that nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, is intended to be or shall be construed as (i) an admission as to the validity of any claim or lien against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action

which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code; and it is further

ORDERED that notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party; and it is further

ORDERED that entry of this Interim Order is necessary to avoid immediate and irreparable harm and, to the extent the relief granted herein implicates the use of property of the estate and section 363 of the Bankruptcy Code, the requirements under Bankruptcy Rule 6003(b) have been satisfied; and it is further

ORDERED that notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are waived; and it is further

ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all action necessary to the relief granted in this Interim Order; and it is further

ORDERED that subject to the terms and conditions of the DIP Financing, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Interim Order; and it is further

ORDERED that the Debtors shall serve this Interim Order within forty-eight (48) hours of its entry via first class U.S. mail on the Notice Parties; and it is further

ORDERED that the Final Hearing to consider the relief requested in the Motion shall be held on _____, 2017 at _____ (**Prevailing Eastern Time**) and any objections or responses to the Motion shall be in writing, filed with the Court, and served upon (i) proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq., Robert J. Lemons, Esq., and Garrett A. Fail, Esq.) and (ii) the Notice Parties, in each case, so as to be actually received on or prior to **4:00 p.m. (Prevailing Eastern Time)** on _____, 2017.

Dated: _____, 2017
New York, New York

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Final Order

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

-----X
In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-_____ (___)**
 :
Debtors.¹ : **(Joint Administration Pending)**
-----X

**FINAL ORDER AUTHORIZING DEBTORS TO (A) CONTINUE
EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING
INTERCOMPANY TRANSACTIONS, (C) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, AND (D) MAINTAIN BUSINESS FORMS
AND EXISTING BANK ACCOUNTS; (II) AN EXTENSION OF TIME
TO COMPLY WITH, OR SEEK WAIVER OF, 11 U.S.C. § 345(b); AND (III) RELATED
RELIEF PURSUANT TO SECTIONS 105(a), 345(b), 363(c), 364(a), 503(b),
AND 507 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6003 AND 6004**

Upon the motion, (the “**Motion**”),² dated March 29, 2017, of Westinghouse Electric Company LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for a final order (the “**Final Order**”) pursuant to sections 105(a), 345(b), 363(b), 363(c), 503(b), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) for (i) authorization to (a) continue their

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

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

existing cash management system (the “**Cash Management System**”), (b) continue to perform and honor intercompany transactions with Debtor affiliates in the ordinary course of business, in their business judgment and at their sole discretion, (c) honor certain prepetition obligations relating to the use of the Cash Management System, and (d) maintain existing bank accounts (collectively, the “**Bank Accounts**”) located at various banks (collectively, the “**Banks**”) and existing business forms, and (ii) an extension of time to comply with, or to seek waiver of, the requirements of section 345(b) of the Bankruptcy Code, and (iii) related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and the Interim Order (as defined herein) having been provided to the Notice Parties as set forth in the affidavits of service filed at Docket Nos. [] and [], respectively; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing on [____], [], 2017 to consider the relief requested in the Motion on an interim basis (the “**Interim Hearing**”); and the Court having entered an order granting the relief requested in the Motion on an interim basis (Docket No. []) (the “**Interim Order**”) and scheduling a final hearing on the Motion for [____] [], 2017 (the “**Final Hearing**”); and the Final Hearing having been held, if necessary to consider the relief requested in the Motion on a final basis; and upon the Donahue Declaration, filed contemporaneously with the Motion, and the record of the Interim Hearing and the Final Hearing; and the Court having

determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted as set forth herein; and it is further

ORDERED that the Debtors are authorized but not directed, pursuant to sections 105(a), 363(b)(1) and 363(c)(1), 364(a), 503(b)(1) and 507 of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtors before the commencement of these chapter 11 cases, and to collect, concentrate, and disburse cash in accordance with the Cash Management System; and it is further

ORDERED that the Debtors are authorized to implement changes to the Cash Management System in the ordinary course of business; *provided* that any material change to the Cash Management System shall require the prior written consent of the DIP Lenders; and it is further

ORDERED that the Debtors shall continue, in the ordinary course of business, to maintain all receipts and disbursements and records of all transfers within the Cash Management System utilized postpetition so that all postpetition transfers and transactions will be properly documented, and accurate intercompany balances will be maintained, and the Debtors shall provide reasonable access to such records to the DIP Agent and DIP Lenders; and it is further

ORDERED that in accordance with this Final Order (or other order of the Court), each of the Banks at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized to (i) receive, process, honor, and pay all

checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto and (ii) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise; and it is further

ORDERED that to the extent any other order is entered by this Court authorizing the Banks to honor checks, drafts, ACH transfers, or other electronic funds transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Order, and the Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of such prepetition obligations and claims as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases; and it is further

ORDERED that to the extent necessary to execute the Cash Management System and manage the day-to-day operations of its business, the Debtors are authorized to continue to engage in Intercompany Transactions; *provided, however*, that absent further order from this Court, the Debtors shall not set-off, satisfy or pay any prepetition Intercompany Claims or Transactions; *and provided further, however*, that the Debtors shall not advance any amounts in excess of \$[●] to Westinghouse Government Services LLC and Wesdyne International LLC. All Intercompany Claims against a Debtor arising after the Petition Date as shall be accorded administrative expense priority status in accordance with section 364(a) and 503(b) of the Bankruptcy Code; *provided, however*, that any such claims shall be junior to the claims and liens

of the DIP Lenders. The Debtors shall continue to maintain records with respect to all transfers of cash or property (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, and recorded properly on applicable intercompany accounts and shall provide reasonable access to such records to the DIP Agent and DIP Lenders; and it is further

ORDERED that the Debtors are authorized to: (i) designate, maintain and continue to use any or all of their existing Bank Accounts including those listed on **Schedule 1**, hereof, in the names and with the account numbers existing immediately prior to the Petition Date (which **Schedule 1** shall be promptly amended to identify any Bank Accounts inadvertently omitted therefrom and which **Schedule 1**, as so amended, shall be served a reasonable period of time therefrom on the U.S. Trustee, counsel to the DIP Lenders, and the statutory committee of creditors (if appointed); (ii) deposit funds in and withdraw funds from such accounts by all usual means including, without limitation, checks, drafts, wire transfers, automated clearinghouse (“ACH”) payments, electronic funds transfer (“EFT”) payments, and other debits; (iii) pay any Bank Fees or charges associated with the Bank Accounts; and (iv) treat their prepetition Bank Accounts for all purposes as debtors in possession accounts; and it is further

ORDERED that except as otherwise provided in this Order, all Banks are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wire transfers, ACH payments, EFT payments, or other debits drawn on any of the Bank Accounts after the Petition Date by the holders or makers thereof, to the extent funds are available as the case may be; and it is further

ORDERED that unless permitted by an order or this Court, no Bank shall honor or pay any checks, drafts, wires, ACH payments, or EFT payments issued on account of a prepetition claim. The banks may honor any checks, drafts, wires, ACH payments, or EFT payments issued on account of prepetition claims where this Court has specifically authorized such checks, drafts, wires, ACH payments, or EFT payments to be honored; and it is further

ORDERED that the Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments in a good faith belief or upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; or (c) an innocent mistake made despite implementation of reasonable handling procedures; and it is further

ORDERED that nothing contained herein shall prevent the Debtors from closing any Bank Account(s) as they may deem necessary and appropriate, any relevant Bank is authorized to honor the Debtors' requests to close such Bank Accounts, and the Debtors shall give notice of the closure of any account within five business days to the U.S. Trustee and counsel to the DIP Lenders; and it is further

ORDERED that the Debtors are in compliance with section 345(a) of the Bankruptcy Code with respect to the Bank Accounts; and it is further

ORDERED that the Debtors' time to comply with section 345(b) of the Bankruptcy Code is hereby extended for a period of 45 days from the date of this Final Order (the "**Extension Period**"); provided, however, that such extension is without prejudice to the

Debtors' right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) of the Bankruptcy Code in these cases; and it is further

ORDERED that the Debtors are authorized to use their existing Business Forms substantially in the forms used immediately prior to the commencement of these chapter 11 cases, without use of "debtor in possession" on any of their Business Forms; provided however, the Debtors will use reasonable efforts to have electronic checks include the legend referring to the Debtors as "Debtors-in-Possession" as soon as practicable, and if the Debtors generate new checks during the pendency of these chapter 11 cases, such checks shall include a legend referring to the Debtors as "Debtors-in-Possession"; and it is further

ORDERED that notwithstanding the Debtors' use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of which entity pays those disbursements; and it is further

ORDERED that nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order is intended to be or shall be construed as (i) an admission as to the validity of any claim or lien against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any relief or authorization granted hereunder shall not be inconsistent with, and shall be subject to,

the requirements imposed on the Debtors under the terms of the DIP Financing. To the extent that there may be any inconsistency between the terms of this Order, the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or any interim or final orders approving the DIP Financing (a “**DIP Order**”), the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or the DIP Order, as applicable, shall govern; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any payment to be made or authorization contained hereunder shall be subject to the requirements imposed on the Debtors under any interim or final orders approving the DIP Financing and the budget approved thereunder (the “**Budget**”). To the extent there is any conflict between this Order and any DIP Order or a Budget, the terms of the DIP Order or Budget, as applicable, shall govern; and it is further

ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that notice of the Motion as provided herein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are waived; and it is further

ORDERED that the Debtors are authorized to take all action necessary to the relief granted in this Final Order; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Final Order.

Dated: _____, 2017
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Exhibit C

Bank Accounts

Bank Accounts

Entity	Status	Bank	Account Type	Account Number*	Currency
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	Checking	9911	USD
Westinghouse Electric Company LLC	Debtor	Mizuho Bank, LTD	Checking	5926	USD
Westinghouse Electric Company LLC	Debtor	Sumitomo Mitsui Banking Corp	Checking	3837	USD
Westinghouse Electric Company LLC	Debtor	PNC	Wires	3056	USD
Westinghouse Electric Company LLC	Debtor	PNC	Checking	3048	USD
Westinghouse Electric Company LLC	Debtor	PNC	ACH	3021	USD
Westinghouse Electric Company LLC	Debtor	PNC	Lockbox	3013	USD
Westinghouse Electric Company LLC	Debtor	JPMorgan	ZBA Master/Checking	3172	USD
Westinghouse Electric Company LLC	Debtor	JPMorgan	Foreign Receipts	4977	USD
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	6483	USD
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	4925	EUR
Westinghouse Electric Company LLC	Debtor	JPMorgan	Domestic Receipts	1890	USD
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	6483	USD
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	4925	EUR
Westinghouse Electric Company LLC	Debtor	PNC	Checking	6239	EUR
WECTEC	Debtor	PNC	Checking	7216	USD
PCI Energy Services LLC	Debtor	PNC	Checking	3005	USD
CE Nuclear Power International, Inc.	Debtor	JPMorgan	Checking	1066	USD
Westinghouse Industry Prod Intl Co. LLC	Debtor	JPMorgan	Checking	0856	USD
Fauske and Associates LLC	Debtor	JPMorgan	Domestic Receipts	0211	USD
Westinghouse Technology Licensing Company LLC	Debtor	PNC	Checking	0998	USD
Westinghouse Energy Systems LLC	Debtor	Citibank Europe Plc	Checking	0009	BGN
Westinghouse Energy Systems LLC	Debtor	Citibank Europe Plc	Checking	0017	USD
Westinghouse Energy Systems LLC	Debtor	Citibank Europe Plc	Checking	0007	BGN
TSB Nuclear Energy Services Inc.	Debtor	JPMorgan	Checking	4426	USD
NuCrane Manufacturing, LLC	Non-Debtor	PNC	Checking	6797	USD
Westinghouse Government Services LLC	Non-Debtor	PNC	Checking	5253	USD
Westinghouse Electric (Asia) SA	Non-Debtor	JPMorgan	Checking	0864	USD

*Last Four Digits of the Account Numbers

Exhibit D

Cash Management System Diagram

Overview of Debtors' Cash Management System

