

**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. 17-10751 (MEW)**
 :
 : **(Jointly Administered)**
Debtors.¹ :
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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

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.



(the “**Bankruptcy Rules**”) for (i) authorization to (a) continue 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; *provided, however*, that (i) the Debtors shall not deposit funds into, and JPMorgan shall not sweep funds into, the Concentration Account, (ii) JPMorgan may freeze an aggregate amount up to \$913,577.54 (the “**Overdraft Amount**”) in one or more of the JPMorgan Bank Accounts ending in 0211, 1890, or 497 (the “JPM Deposit Accounts”), (iii) JPMorgan shall not apply the Overdraft Amount to repay any amounts allegedly owing by the Debtors to JPMorgan prior to a further order of this Court or agreement between the Debtors and JPMorgan (with the prior written consent of the DIP Lenders), (iv) the Debtors shall have access to any funds in excess of the Overdraft Amount in the JPM Deposit Accounts in the ordinary course of business, including to transfer such excess funds to the BMO Harris Bank Account, pursuant to the other terms of this Order; and (v) all rights of the Debtors, the DIP Lenders, and JPMorgan with respect to the Overdraft Amount, including any rights of JPMorgan to apply the balances in the JPM Deposit Accounts against the Overdraft and any defenses of the Debtors thereto, are hereby reserved, *provided further, however* that the Debtors shall only use Bank Accounts from the Legacy Cash Management System (other than the three existing Bank Accounts of Westinghouse Energy

Systems LLC at Citibank Europe Plc) for the purpose of receiving payments and only until the Debtors complete their migration from the Legacy Cash Management System; and it is further

ORDERED that the Debtors are authorized to implement non-material changes to the Cash Management System in the ordinary course of business; 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 the payment of postpetition obligations; (ii) receive, process, honor, and pay all checks presented for the payment of prepetition obligations and honor all fund transfer requests made by the Debtors related thereto only upon the Debtors' representation that such payment or transfer is authorized by an Order of the Court; and (iii) 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 to Westinghouse Government Services LLC and Wesdyne International LLC other than as permitted by the DIP Facility, *provided further*, that for the avoidance of doubt, the Debtors shall not make any loans to any affiliates domiciled outside of the United States. 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 of 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); and (b) the honoring of any prepetition checks, drafts, wires, ACH payments, or EFT payments upon a representation by the Debtors that the Court has authorized such prepetition check, draft, wire, ACH payments, or EFT payments; 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 April 26, 2017 at 2:00 p.m. (Prevailing Eastern Time) and any objections or responses to the Motion shall be in writing, filed with the Court, and served upon 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 April 19, 2017.

Dated: March 31, 2017
New York, New York

s/Michael E. Wiles
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

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