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

In re:

**WESTINGHOUSE ELECTRIC COMPANY
 LLC, et al.,**

Debtors.¹

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Chapter 11

Case No. 17-10751 (MEW)

(Jointly Administered)

**NOTICE OF HEARING AND APPLICATION OF
 DEBTORS FOR AUTHORITY TO EMPLOY AND RETAIN
 KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE
 AGENT FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

PLEASE TAKE NOTICE that a hearing on the annexed *Application of Debtors Pursuant to 11 U.S.C. § 327 and 328, Fed. R. Bankr. P. 2014(a) and 2016(a), and Local Rules 2014-1 - 1 and 2016-1 for Authority to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Agent for the Debtors Nunc Pro Tunc to the Petition Date*, dated April 4, 2017 (the "**Application**"), of Westinghouse Electric Company LLC and certain of

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.



its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively the “**Debtors**”), seeking entry of an order, authorizing the Debtors to retain and employ Kurtzman Carson Consultants LLC as administrative agent for the Debtors *nunc pro tunc* to March 29, 2017, all as more fully set forth in the Application, will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, in Room 617 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 (the “**Bankruptcy Court**”), on **April 26, 2017 at 2:00 p.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Application must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules, and shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and the *Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures* [ECF No. 101] so as to be received no later than **April 19, 2017 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Application, which order may be entered with no further notice or opportunity to be heard.

Dated: April 4, 2017
New York, New York

/s/ Robert J. Lemons

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 Toshiba Nuclear Energy Holdings (UK) Ltd.*

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

----- X
In re: : **Chapter 11**
 :
WESTINGHOUSE ELECTRIC COMPANY : **Case No. 17-10751 (MEW)**
LLC, et al., :
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Debtors.¹ : **(Jointly Administered)**
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**APPLICATION OF DEBTORS PURSUANT TO
 11 U.S.C. § 327 and 328, FED R. BANKR. P. 2014(a) and 2016(a), AND LOCAL
 RULES 2014-1 AND 2016-1 FOR AUTHORITY TO EMPLOY AND RETAIN
 KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE AGENT
FOR THE DEBTORS *NUNC PRO TUNC* TO THE COMMENCEMENT DATE**

TO THE HONORABLE MICHAEL E. WILES
 UNITED STATES BANKRUPTCY JUDGE:

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.

Westinghouse Electric Company 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 application (the “**Application**”):

Background

1. On March 29, 2017 (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 are authorized to 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. The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only 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 and filed on the Petition Date [ECF No. 4] (the “**Donahue Declaration**”).

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). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. By this Application, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the Debtors request authority to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as the administrative agent (“**Administrative Agent**”) to the Debtors in accordance with the terms and conditions set forth in that certain engagement agreement, effective as of March 28, 2017 (the “**Engagement Agreement**”), *nunc pro tunc* to the Petition Date (as defined herein).

6. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “**Proposed Order**”), and a copy of the Engagement Agreement is annexed hereto as **Exhibit C**.

7. In support of the Application, the Debtors submit the Declaration of Robert Jordan, Managing Director of KCC (the “**Jordan Declaration**”), attached hereto as **Exhibit B**.

8. On the Petition Date, the Debtors filed a separate application to appoint KCC the claims and noticing agent in these chapter 11 cases under 28 U.S.C. § 156(c) (the “**Section 156(c) Application**”). On March 31, 2017, the Court entered an order (the “**Section 156(c) Order**”) approving such appointment. Given that the administration of these chapter 11 cases will require KCC to perform duties that may be outside the scope of 28 U.S.C. § 156(c), the Debtors supplement the Section 156(c) Order with this Application. The Debtors are seeking to retain and employ KCC as the Administrative Agent solely on the terms and provisions set forth in this Section 327(a) Application. To the extent that there is any inconsistency between

this Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

KCC's Qualifications

9. KCC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. KCC's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. KCC's professionals have acted as debtor's counsel, administrative agent, and official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Specifically, KCC has been appointed to act as administrative agent and has provided administrative services substantially similar to the Professional Services (as defined herein) to other chapter 11 debtors in many districts throughout the United States, including the Southern District of New York. *See, e.g., In re Toisa Limited, et al.*, Case No. 17-10184 (Bankr. S.D.N.Y. Jan. 29, 2017); *In re AOG Entertainment, Inc.*, Case No. 16-11090 (Bankr. S.D.N.Y. May 2, 2016); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. Apr. 13, 2014); *In re Metro Affiliates, Inc.*, Case No. 13-13592 (Dec. 3, 2013); *In re Flat Out Crazy, LLC*, Case No. 13-22094 (Bankr. S.D.N.Y. Feb. 20, 2013); *In re Broadview Networks Holdings, Inc.*, Case No. 12-13581 (Bankr. S.D.N.Y. Sept. 14, 2012).

10. By appointing KCC as the Administrative Agent in these chapter 11 cases, many administrative tasks will be performed in an expeditious and efficient matter at a lower cost than would otherwise be incurred by the Debtor or its other chapter 11 professionals.

Services Provided by KCC

11. Pursuant to the Engagement Agreement, the Debtors propose that KCC provide certain professional services that may be outside of the scope of 28 U.S.C. § 156(c) (collectively, the “**Professional Services**”), including, without limitation, the following:

- (a) Assisting with, among other things, solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization;
- (b) Generating an official ballot certification and testifying, if necessary, in support of the ballot tabulation results;
- (c) Gathering data in conjunction with the preparation, and assisting with the preparation, of the Debtors’ schedules of assets and liabilities and statements of financial affairs;
- (d) Upon the request of the Debtors, (i) providing a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) providing confidential on-line workspaces or virtual data rooms and publishing documents to such workspaces or data rooms; and
- (e) Managing and coordinating any distributions pursuant to a confirmed plan of reorganization or otherwise; and
- (f) Providing such other processing, solicitation, balloting and other administrative services under the Engagement Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, the Court or the Clerk.

12. For the avoidance of doubt, the Debtors are not seeking authority in this Application to retain KCC to provide any services governed by the Section 156(c) Order.

Professional Compensation

13. The Debtors propose to pay KCC for the Professional Services under the terms of the Engagement Agreement, at hourly rates as set forth in the pricing schedule attached

to the Engagement Agreement (the “**Fee Structure**”), and in accordance with sections 330(a) and 331 of the Bankruptcy Code.

14. The Debtors obtained and reviewed engagement proposals, and engaged in discussions with KCC and three other parties to ensure selection of an administrative agent through a competitive process. The Debtors submit that the pricing schedule set forth in the Engagement Agreement is reasonable and appropriate for services of this nature. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that KCC’s rates are competitive and reasonable given KCC’s quality of services and expertise.

15. The Debtors understand that, in connection with providing the Professional Services, KCC will seek reimbursement of reasonable and necessary fees and expenses. KCC agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred. The Debtors will regularly monitor the fees and expenses of KCC to ensure that KCC’s professionals are assisting the Debtors in the most cost-effective and efficient manner possible. The Debtors will employ procedures for reviewing KCC’s invoices that they employed to review other professionals’ invoices prior to the commencement of these chapter 11 cases.

16. Notwithstanding anything to the contrary in this Section 327(a) Application or the Engagement Agreement, solely with respect to the Professional Services, KCC will apply for compensation and reimbursement of expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, applicable Local Rules, and any other procedures that have been or may be fixed by order of this Court.

17. Prior to the Petition Date, the Debtors provided KCC a retainer in the amount of \$50,000. KCC seeks to first apply the retainer to all prepetition invoices, and

thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

18. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless KCC and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from KCC's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Agent in these chapter 11 cases.

KCC's Disinterestedness

19. KCC has reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Jordan Declaration, KCC has represented that (i) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; (ii) does not hold or represent an interest adverse to the Debtors' estates; and (iii) has no connection to the Debtors, their creditors, or related parties.

20. KCC has advised the Debtors that it will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, KCC will supplement its disclosure to the Court.

Relief Requested Should Be Granted

21. The Debtors seek authority to employ and retain KCC as their Administrative Agent under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to

the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title.” 11 U.S.C. § 327(a). “Disinterested Person” is defined under section 101(14) of the Bankruptcy Code as a person that:

- (a) is not a creditor, an equity security holder, or an insider;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

22. Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

23. The Debtors seek approval of the Fee Structure and the Engagement Agreement (including the indemnification provisions therein) pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

24. Bankruptcy Rule 2014(a) requires, in relevant part, that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

25. Additionally, Local Rule 2014-1 requires an entity seeking approval of employment under Bankruptcy Code sections 327 and 328 to state the specific facts showing the reasonableness of the terms and conditions of employment, including the terms of any retainer, hourly fee, or contingent fee arrangement, all of which have been satisfied by this Application, and the Jordan Declaration.

26. In light of the size and complexity of these chapter 11 cases, the Debtors respectfully submit that retaining and employing KCC pursuant to the terms of the Engagement Agreement is necessary and in the best interests of the Debtors' estates and any parties in interest. The Debtors believe that the terms and conditions of the Engagement Agreement are reasonable in light of KCC's ability to expedite the administration of the Debtors' cases and relieve the Debtor's professionals from handling the Professional Services. KCC will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other procedures or orders of this Court.

27. The Debtors' knowledge, information and belief regarding the matters set forth in this Application are based on and made in reliance upon the Jordan Declaration, and KCC believes that the information provided herein satisfies the requirements of Bankruptcy Rule 2014(a) and Local Rule 2014-1.

28. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ KCC in these chapter 11 cases on the terms described herein and in the Engagement Agreement.

Notice

29. Notice of this Application will be provided in accordance with the *Order Pursuant to 11 U.S.C. §105(a) and Fed. R. Bankr. P. 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures* [ECF No. 101]. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

30. 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 Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: April 4, 2017
New York, New York

WESTINGHOUSE ELECTRIC COMPANY LLC
(for itself and on behalf of certain of its affiliated
debtors as Debtors and Debtors in Possession)

By: /s/ Lisa J. Donahue
Lisa J. Donahue
Chief Transition and Development Officer

Exhibit A

Proposed Order

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

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In re: : **Chapter 11**
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WESTINGHOUSE ELECTRIC COMPANY : **Case No. 17- _____ ()**
LLC, et al., :
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Debtors.¹ : **(Jointly Administered)**
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ORDER PURSUANT TO 11 U.S.C. § 327 and 328, FED R. BANKR. P. 2014(a) and 2016(a), AND LOCAL RULES 2014-1 AND 2016-1 FOR AUTHORITY TO EMPLOY AND RETAIN KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE AGENT FOR THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE

Upon the application dated April 4, 2017 [ECF No. []] (the “**Application**”),² of Westinghouse Electric Company LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, Rule 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure, and Local Rules 2014-1 and 2016-1 for an order authorizing the Debtors to retain and employ Kurtzman Carson Consultants LLC (“**KCC**”) as administrative agent (“**Administrative Agent**”) to the Debtors, all as more fully set forth in the Application; and upon the Declaration of Robert Jordan, Managing Director of KCC

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 meanings ascribed to such terms in the Application.

(the “**Jordan Declaration**”), attached to the Application as **Exhibit B**; and the Court having jurisdiction to consider the Application 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 Application 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 Application 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 Application; and the Court having held a hearing to consider the relief requested in the Application (the “**Hearing**”); and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Application 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 HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Debtors are authorized to retain and employ KCC as Administrative Agent, effective *nunc pro tunc* to the Petition Date, solely to provide the Professional Services pursuant to the Engagement Agreement.
3. For the avoidance of doubt, KCC’s retention and employment pursuant to this Order does not apply to the performance of duties within the scope of 28 U.S.C. § 156(c), or governed by the Section 156(c) Order.

4. Solely with respect to the Professional Services, KCC will apply for compensation and reimbursement of expenses in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the applicable Local Rules, and any procedures that have been or may be fixed by order of this Court.

5. KCC must provide notice within ten (10) business days to the Debtors, the U.S. Trustee and any official committee prior to any increases in any of KCC's rates, and such notice must be filed with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code; *provided, however*, that this provision is only applicable to the Professional Services authorized by this Order.

6. KCC may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

7. The Debtors shall indemnify KCC under the terms of the Engagement Agreement, as modified pursuant to this Order.

8. All requests by KCC for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided, however*, that in no event shall KCC be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

9. In the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's applications, both interim and final, but determined by this Court after notice and a hearing.

10. Notwithstanding anything contained in the Engagement Agreement to the contrary, KCC's liability during the chapter 11 cases shall neither be limited to (a) the total amount billed or billable to the Debtors for the portion of the particular work that gave rise to the loss or damage, nor (b) the total amount billed to the Debtors and paid to KCC for the services contemplated under the Engagement Agreement.

11. The Debtors and KCC are authorized to take all action necessary to the relief granted in this Order.

12. Notwithstanding any term in the Engagement Agreement to the contrary, this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

13. In the event of any inconsistency between the Engagement Agreement, the Application, and the Order, the Order shall govern.

Dated: _____, 2017
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Jordan Declaration

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

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<i>In re:</i>	:	Chapter 11
	:	
WESTINGHOUSE ELECTRIC COMPANY	:	Case No. 17-10751 (MEW)
LLC, et al.,	:	
	:	
	:	
Debtors.¹	:	(Jointly Administered)
	:	
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**DECLARATION OF ROBERT JORDAN
IN SUPPORT OF DEBTORS' APPLICATION
FOR AN ORDER APPOINTING KURTZMAN CARSON
CONSULTANTS LLC AS ADMINISTRATIVE AGENT FOR THE DEBTORS**

I, Robert Jordan, under penalty of perjury, declare as follows:

1. I am the Managing Director of Kurtzman Carson Consultants LLC ("KCC"), a chapter 11 administrative services firm whose offices are located at 1290 Avenue of the Americas, New York, NY 10104. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This Declaration is made in support of the above-captioned debtors' (collectively, the "**Debtors**") *Application of Debtors Pursuant to 11 U.S.C. § 327, Fed R. Bankr.*

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.

*P. 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1 for Authority to Employ and Retain Kurtzman Carson Consultants LLC as Administrative Agent for the Debtors Nunc Pro Tunc to the Commencement Date, which was filed contemporaneously herewith (the “Application”).*²

3. KCC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. KCC’s professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. KCC’s professionals have acted as debtor’s counsel, administrative agent, or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Specifically, KCC has been appointed to act as administrative agent in many districts throughout the United States, including the Southern District of New York. *See, e.g., In re AOG Entertainment, Inc.*, Case No. 16-11090 (Bankr. S.D.N.Y. May 2, 2016); *In re MPM Silicones, LLC*, Case No. 14-22503 (Bankr. S.D.N.Y. Apr. 13, 2014); *In re Metro Affiliates, Inc.*, Case No. 13-13592 (Dec. 3, 2013); *In re Flat Out Crazy, LLC*, Case No. 13-22094 (Bankr. S.D.N.Y. Feb. 20, 2013); *In re Broadview Networks Holdings, Inc.*, Case No. 12-13581 (Bankr. S.D.N.Y. Sept. 14, 2012).

4. The Debtors have carefully selected KCC to serve as their Administrative Agent for the Debtors’ estates, as set forth in more detail in the Application. To the best of my knowledge, neither KCC, nor any of its professional personnel, have any relationship with the Debtors that would impair KCC’s ability to serve as the Administrative Agent in these cases.

5. The Debtors have many creditors and contract counterparties and, accordingly, KCC may have rendered and may continue to render services to certain of these creditors in matters unrelated to these chapter 11 cases, either as vendors or in cases where KCC

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. KCC has not and will not represent the separate interests of any such creditor in these chapter 11 cases. To the best of my knowledge, neither KCC, nor any of its professional personnel, have any relationship with the Debtors that would impair KCC's ability to serve as Administrative Agent. KCC has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that KCC has communicated with the Debtors' other professionals concerning the preparation of these cases, are completely unrelated to these chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtors' creditors and other parties in interest. Such relationships are, however, of a personal or financial nature and are wholly unrelated to these chapter 11 cases. In addition, Francine Gordon-Durrer is a Senior Director of Corporate Restructuring Services with KCC. Ms. Gordon-Durrer is married to Van C. Durrer, a partner of Skadden, Arps, Slate, Meagher & Flom LLP ("**Skadden**"). Skadden is counsel for Toshiba Corporation, a non-debtor parent company of the Debtors. Ms. Durrer will not be utilized by KCC to perform services for the Debtors. KCC has and will continue to represent clients in matters unrelated to these chapter 11 cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest in connection with matters unrelated to these chapter 11 cases.

6. KCC is an indirect subsidiary of Computershare Limited ("**Computershare**"). Computershare is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare and its

affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

7. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that KCC (i) holds no interest adverse to the Debtors or their estates and (ii) other than the services currently being provided for the Debtors, KCC has no connection with the Debtors, their creditors, the U.S. Trustee, or other parties in interest in these chapter 11 cases. Moreover, KCC or its professional personnel (i) are not creditors, equity security holders or insiders of the Debtors, (ii) are not and were not, within two (2) years before the date of the filing of these chapter 11 cases, directors, officers or employees of the Debtors, and (iii) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

8. KCC has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with these chapter 11 cases. If KCC's proposed retention and employment is approved by this Court, KCC will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. KCC may, however, provide services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

9. Subject to the Court's approval, the Debtors have agreed to compensate KCC for the Professional Services pursuant to the rates set forth in the Engagement Agreement, which is attached as **Exhibit C** to the Application. The compensation arrangement provided for in the Engagement Agreement is consistent with and typical of arrangements entered into by KCC and other such firms with respect to rendering similar services for chapter 11 clients. KCC's rates in this matter do not vary from its customary rates, and do not vary based on the fact that the Debtors' chapter 11 cases are proceeding in the Bankruptcy Court for the Southern District of New York.

10. KCC understands that all of KCC's fees and expenses incurred during these chapter 11 cases on or after the Petition Date, solely with respect to the Professional Services rendered pursuant to the Application, will be subject to approval of the Court upon proper application by KCC in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, applicable Local Rules, and any other procedures that have been or may be fixed by order of this Court.

11. KCC has received a retainer in the amount of \$50,000 from the Debtors. KCC will hold the retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred pursuant to the Engagement Agreement. Following termination of the Engagement Agreement, KCC will return to the Debtors any amount of the retainer that remains.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: April 4, 2017
New York, New York

/s/ Robert Jordan
Robert Jordan
Managing Director
Kurtzman Carson Consultants LLC

Exhibit C

Engagement Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 28 day of March 2017, between Westinghouse Electric Company LLC (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, “KCC”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “KCC Fee Structure”).

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention



KCC AGREEMENT FOR SERVICES

Order”). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$50,000 (the “Retainer”) that may be held by KCC as security for the Company’s payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices. KCC and the Company agree to a further 30% discount on all hourly fees for the lifetime of the chapter 11 case.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC’s performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or



KCC AGREEMENT FOR SERVICES

express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

Westinghouse Electric Company LLC
1000 Westinghouse Drive
Cranberry Township, Pennsylvania 16066
Attn: Richard A. Swanson
Tel: (724) 940-8026

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject



KCC AGREEMENT FOR SERVICES

matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

A handwritten signature in black ink, appearing to read 'Evan Gershbein', written over a horizontal line.

BY: Evan Gershbein

DATE: 3/28/17

TITLE: SVP, Corporate Restructuring Services

Company

A handwritten signature in black ink, appearing to read 'Lisa Donahue', written over a horizontal line.

DATE: 3/28/17

BY: Lisa Donahue

DATE:

TITLE: Chief Transition & Development officer



FEE STRUCTURE

Consulting Services & Rates¹

Position

Hourly Rate

Analyst

\$30 - \$50

The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.

Technology/Programming Consultant

\$35 - \$70

The Technology/Programming Consultant assists with complex system requests, including unique claim/ballot reporting and custom website updates.

Consultant/Senior Consultant

\$70 - \$165

The Senior Consultant manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports. KCC's Senior Consultants average over seven years of experience.

The Consultant is the day-to-day contact for mailings, including the preparation and filing of affidavits of service (a critical due process component). He/she also responds to creditor and counsel inquiries, maintains the public access website, identifies actionable pleadings (i.e., claims objections, notices of transfer, withdrawals, etc.) and updates the official claims register. KCC's Consultants average over six years of experience.

Director/Senior Managing Consultant

\$170 - \$195

The Director/Senior Managing Consultant is the primary contact for the company, counsel and other professionals and oversees and supports the entirety of an engagement. KCC's Directors and SMCs average over eight years of experience and are generally former practitioners. In addition, Rob Jordan and Samia Meyer, who have over 22 years of restructuring experience combined, will serve as an additional supervisory layer at this level at no charge.

Executive Vice President

Waived

The Executive Vice President oversees and manages KCC's Restructuring group. Alby Kass, former restructuring attorney with over 12 years of experience will also supervise this matter at no charge.

Weekend, holidays and overtime

Waived

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.



FEE STRUCTURE

Position **Hourly Rate**

Securities Director/Solicitations Senior Consultant \$195

The Securities Director/Solicitation Senior Consultant is the day-to-day contact and acts as advisor on transactions including balloting with treatment election, rights offers, exchange offers and complex plan distributions. This position handles service of related materials to banks, brokers and agents and manages tabulation and audit processes, preparing detailed reporting of results. In addition, the Solicitation Senior Consultant provides support on all voting, tabulation, Schedule and SOFA services.

Securities Senior Director/Solicitation Lead \$215

The Solicitation Lead/Securities Director oversees all activities of the group and provides counsel with respect to solicitation and noticing events ensuring that processes employed are effective and practical for securities depositories, bank, brokers, nominees and their agents. In addition, the Solicitation Lead provides counsel on all voting, tabulation, Schedule and SOFA services.

Printing Services & Noticing Services

Printing	\$0.10 per image (volume discounts apply)
Labels	Waived
Document folding and inserting	Waived
Envelopes	Varies by size
E-mail noticing	Waived ²
Fax noticing	\$0.06 per page
Claim Acknowledgement Card	Waived
Insert creditor information into customized documents	Waived
Newspaper and legal notice publishing	Quote prior to publishing

Claims Administration & Management Expenses

License fee and data storage	\$0.10 per creditor per month
Database and system access (unlimited users)	Waived
Custom client reports	Waived
Access to KCC CaseView (secure, password protected)	Waived

- Proprietary, secured, password protected portal for unlimited users
- Comprehensive case data, including extensive real time analytics on claim, solicitation and processing information
- Functionality to run or request customized reports summarizing case analytics

² A set-up fee for email services larger than 500 parties may apply. This set-up fee varies depending on the total number of parties.



FEE STRUCTURE

KCC eServices

Case website set up & hosting	Waived
Automated updates of case docket and claims register	Waived
Online claims filing (ePOC)	Waived

Document Management/Imaging

Electronic imaging (scanning & bar coding)	\$0.09 per imaged page
Virtual Data Room	Quote prior to VDR set-up
CD-ROMS (mass document storage)	Varies upon requirements

Call Center Support Services

Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set-up and per minute fee waived
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates

Disbursements

Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges