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*Proposed Attorneys for Debtors
and Debtors in Possession*

*Proposed Attorneys for Debtor
Toshiba Nuclear Energy Holdings (UK) Ltd.*

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

----- X	
In re	: Chapter 11
	: Case No. 17-10751 (MEW)
WESTINGHOUSE ELECTRIC COMPANY	: (Jointly Administered)
LLC, et al.,	:
	:
	:
Debtors.¹	:
	:
----- X	

**NOTICE OF FILING OF REVISED PROPOSED FINAL ORDER
APPROVING DEBTORS' CASH MANAGEMENT MOTION**

On March 29, 2017, Westinghouse Electric Company LLC and certain of its debtor affiliates as debtors and debtors-in-possession (collectively, the “**Debtors**”), filed the *Motion of Debtors Pursuant to 11 U.S.C. §§ 105(a), 345(b), 363(b), 363(c), 364(a), 503(b)(1)*

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.



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*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 [ECF No. 6] (the “**Motion**”).*

On March 30, 2017, a hearing was held to consider the relief requested in the Motion on an interim basis 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**”), and an order granting the relief requested in the Motion was entered and approved [ECF No. 78] (the “**Interim Order**”). A hearing to consider the Motion on a final basis is scheduled to take place on **May 23, 2017 at 11:00 a.m.** (prevailing Eastern Time) (the “**Hearing**”) before the Bankruptcy Court. On May 19, 2017, the Debtors filed a blackline of a revised form of order of the Motion [ECF No. 505].

PLEASE TAKE NOTICE that annexed hereto as **Exhibit A** is further revised proposed form of final order approving the Motion (the “**Revised Proposed Final Order**”) to be presented by the Debtors to the Bankruptcy Court at the Hearing.

PLEASE TAKE FURTHER NOTICE that annexed hereto as **Exhibit B** is a blackline of the Revised Proposed Final Order against the Interim Order.

PLEASE TAKE FURTHER NOTICE that the Revised Proposed Final Order annexed hereto may be revised or amended prior to the Hearing, or on the record at the Hearing without further notice.

Dated: May 22, 2017
New York, New York

/s/ Robert J. Lemons

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*Proposed Attorneys for Debtor
Toshiba Nuclear Energy Holdings (UK)
Limited*

Exhibit A

Revised Proposed Order

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

-----X
In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
 :
Debtors.¹ : **(Jointly Administered)**
-----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**

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.

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 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, on the terms and conditions as set forth herein, (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. 43 and 126, 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 March 30, 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. 78) (the "**Interim Order**") and scheduling a final hearing on the Motion for May 10, 2017

(the “**Final Hearing**”); and the Final Hearing having been held on May 23, 2017; 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; *provided, however*, that the Debtors shall not deposit funds into, and JPMorgan shall not sweep funds into, the Concentration Account; *provided further, however* that the Debtors shall only use Bank Accounts from the Legacy Cash Management System (other than the two existing Bank Accounts of Westinghouse Energy Systems LLC at Citibank Europe Plc, the two existing Bank Accounts of CE Nuclear Power International, Inc at JPMorgan, and the Bank Accounts of Westinghouse Industry Products International Co. LLC at Sumitomo Mitsui Banking Corp. (“**SMBC**”), JPMorgan, and Bank of China, and the Bank Account of Westinghouse Technology Licensing Company LLC at PNC Bank) 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 automatic stay is modified to permit JPMorgan to apply funds from one or more of the JPM Deposit Accounts (as defined in the Interim Order) to repay in full the Overdraft Amount (as defined in the Interim Order) and upon such repayment the Debtors and their estates and JPMorgan waive any claims or defenses which have been or could have been asserted against the other arising from or related to the Overdraft Amount; and it is further

ORDERED until such time as the Overdraft Amount is repaid to Chase, the Debtors shall maintain funds in the JPM Deposit Accounts equal to the Overdraft Amount; 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 to otherwise maintain the Cash Management System in the ordinary course subject to the terms and provisions of this Order; 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, DIP Lenders, and the statutory committee of unsecured claimholders (the "UCC"); 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 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 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 BMO Harris is authorized to "charge back," offset, and/or debit the Debtors' accounts maintained with BMO Harris in the ordinary course of business without need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which were cashed at BMO Harris' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with BMO Harris prior to the Petition Date which have been dishonored or returned unpaid, including dishonored checks, wire transfers, drafts, ACH payments (credits or debits) or other

electronic funds transfers or debits, for any reason, together with any fees and costs in connection therewith; and (iii) all prepetition amounts outstanding as of the date hereof, if any, owed to BMO Harris for the maintenance of the accounts at BMO Harris; and it is further

ORDERED that with respect to the BMO Harris Account, BMO Harris is authorized to return all prepetition checks drawn on the BMO Harris Account and Debtors are authorized to reissue such checks on a postpetition basis, subject to the requirements imposed on the Debtors under the terms of the DIP Financing; and it is further

ORDERED that the Debtors are hereby authorized and directed to pay, and BMO Harris is hereby authorized to debit the Debtors' accounts maintained with BMO Harris in the ordinary course of business without need for further order of this Court for: (i) all prepetition and postpetition cash management fees and expenses (including any costs incurred by BMO Harris to obtain bonds or insurance required by this Order or to otherwise comply with any requirements of the U.S. Trustee); (ii) all ordinary course adjustments to the accounts maintained with BMO Harris (including, without limitation, with respect to returned checks, "charge backs" and similar items, and any fees and costs in connection therewith); and (iii) all attorneys' fees (including attorneys' fees incurred subsequent to the Petition Date) ((i)-(iii) collectively, the "**Cash Management Expenses**"); and it is further

ORDERED that, in accordance with the requirements of section 345(b) of the Bankruptcy Code, the Debtors are authorized but not directed to deposit up to a maximum of \$250,000,000 (the "**Authorized Deposit**") at BMO Harris and shall have no longer than 45 business days after entry of this Order to comply with the Authorized Deposit requirement. For the avoidance of doubt, the Authorized Deposit shall include the total sum of any amounts

deposited by the Debtors in the BMO Harris Bank Account and any other deposit accounts opened by the Debtors at BMO Harris after the Petition Date; and it is further

ORDERED that Debtors will at all times maintain not less than \$450,000 in the BMO Harris Account and that, upon prompt written notice to BMO Harris and counsel for BMO Harris that an event of default has occurred under the terms of the DIP Financing (“**DIP Financing Default Notice**”), BMO Harris shall be entitled to (i) offset and/or debit up to \$450,000 from the BMO Harris Account on account of accrued but unpaid Cash Management Expenses and (ii) absent further written agreement with respect to the priority of the Cash Management Expenses and the obligations under the DIP Financing among the DIP Lenders, Debtors and BMO Harris, and entry of an order of the Court that reflects such written agreement within fourteen (14) days of the DIP Financing Default Notice, immediately close all accounts maintained by Debtors with BMO Harris.

ORDERED that, in accordance with the requirements of section 345(b) of the Bankruptcy Code, Federal Home Loan Bank Insurance (the “**Federal Home Loan Bank Insurance Bonds**”) in the amount of \$250,000,000 will be provided by BMO Harris in favor of the United States of America with an initial expiry date of 18 months from the date such insurance is obtained (the “**Initial Term**”) and the U.S. Trustee shall notify the Debtors and BMO Harris no later than 60 days prior to the expiry of the Initial Term if the U.S. Trustee requests an extension of such insurance beyond the Initial Term; and it is further

ORDERED that at the end of each quarter BMO Harris shall deliver to the U.S. Trustee a statement showing the Debtors’ balances in any deposit accounts with BMO Harris; and it is further

ORDERED that the Debtors are authorized to invest and deposit its cash and cash equivalents in open-end management investment companies, registered under the Investment Company Act of 1940, that are regulated as “money market funds” pursuant to Rule 2a-7 under the Investment Company Act of 1940 that (a) invest exclusively in United States Treasury bills and United States Treasury Notes owned directly or through repurchase agreements, (b) have received the highest money market fund rating from a nationally recognized statistical rating organization, such as Standard & Poor’s or Moody’s, and (c) have agreed to redeem fund shares in cash, with payment being made no later than the business day following a redemption request by a shareholder, except in the event of an unscheduled closing of Federal Reserve Banks or the New York Stock Exchange. The Debtors shall as soon as reasonably practicable but no later than 45 business days after entry of this Order, cause any investments not identified in section 345(b) of the Bankruptcy Code to comply with this; and it is further

ORDERED that the Debtors are authorized to open new bank accounts so long as (i) any such new account is with a bank that is (a) insured with the Federal Deposit Insurance Corporation (b) designated as an authorized depository under the UST Guidelines and (ii) the Debtors will provides notice to the U.S. Trustee and the Committee of the opening of such account; provided that all accounts opened on or after the Commencement Date at any bank shall, for purposes of this Order, be deemed a Bank Account as if it had been listed on **Schedule 1** hereof; 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 between Debtors, subject to and in

accordance with the Budget; *provided, however*, that absent further order from this Court, this Order does not authorize the Debtors to set-off, satisfy or pay any prepetition Intercompany Claims or Transactions; *and provided further*, that for the avoidance of doubt, this Order does not authorize the Debtors to engage in Intercompany Transfers (including making loans to affiliates) with non-debtors. 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 (including for each such transfer, the name of the Debtor transferor, the name of the transferee, the amount of the transfer, and the specified purpose of the payment) of cash or property (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, allocated, and recorded properly on applicable intercompany accounts, and the Debtors shall provide reasonable access to such records to the DIP Agent, the DIP Lenders, and the UCC; 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 UCC; (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 business days to the U.S. Trustee, counsel to the DIP Lenders, and counsel to the UCC, which notice shall provide that the funds in such closed account will be accounted for in the same manner as transfers pursuant to this Final Order; 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', the UCC's, or any 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 (subject to the provisions set forth above with respect to payment of Cash Management Expenses); and it is further

ORDERED that notwithstanding anything to the contrary contained herein (but subject to the provisions set forth above with respect to payment of Cash Management Expenses), 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 (other than with respect to payment of Cash Management Expenses); 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 effectuate the relief granted in this Final Order; and it is further

ORDERED that nothing contained in the Motion or this Final Order, nor any payment made pursuant to any interim order or this Final Order, shall be dispositive with respect to any future allocation of responsibility between and among Debtors and non-Debtors for such payment, and all rights with respect thereto are expressly reserved by the UCC; 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

Schedule 1

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	6113	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/C	3172	USD
Westinghouse Electric Company LLC	Debtor	JPMorgan	Foreign Receipt	4977	USD
Westinghouse Electric Company LLC	Debtor	JPMorgan	Domestic Receipt	1890	USD
Westinghouse Electric Company LLC	Debtor	PNC	Checking	6239	EUR
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	6483	USD
Westinghouse Electric Company LLC	Debtor	BMG	Cash Pool	4925	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 Receipt	0211	USD
Westinghouse Technology Licensing Company LLC	Debtor	PNC	Checking	0998	USD
Westinghouse Energy Systems LLC	Debtor	Citi Europe Plc	Checking	0017	USD
Westinghouse Energy Systems LLC	Debtor	Citi Europe Plc	Checking	0007	BGN
TSB Nuclear Energy Services Inc.	Debtor	JPMorgan	Checking	4426	USD
Toshiba Nuclear Energy Holdings (UK) Limited	Debtor	Sumitomo Mitsui Banking Corp	Checking	1348	EUR
Toshiba Nuclear Energy Holdings (UK) Limited	Debtor	Sumitomo Mitsui Banking Corp	Checking	1349	GBP
Toshiba Nuclear Energy Holdings (UK) Limited	Debtor	Sumitomo Mitsui Banking Corp	Checking	1350	JPY
Toshiba Nuclear Energy Holdings (UK) Limited	Debtor	Sumitomo Mitsui Banking Corp	Checking	1351	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	DDA with Inte	4737	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	DDA with Inte	4752	USD
Westinghouse Industry Prod Intl Co. LLC	Debtor	SMBC	Checking	4161	USD
Westinghouse Industry Prod Intl Co. LLC	Debtor	SMBC	Checking	4571	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	Utility Deposit	4794	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
CE Nuclear Power International, Inc.	Debtor	JPMorgan (Korea)	Checking	1074	KRW
Westinghouse Industry Prod Intl Co. LLC	Debtor	Bank of China	Checking	3942	RMB
Westinghouse Industry Prod Intl Co. LLC	Debtor	Bank of China	Checking	4130	RMB
Toshiba Nuclear Energy Holdings (UK) Limited	Debtor	Sumitomo Mitsui Banking Corp	Checking	6836	USD

*Last Four Digits of the Account Numbers

Exhibit B

Blackline of Revised Proposed Order

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

-----X
In re :
: **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
: **Debtors.**¹ : **(Jointly Administered)**
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**INTERIM/FINAL ORDER AUTHORIZING DEBTORS TO (A) CONTINUE ~~EXISTING~~
EXISTING CASH MANAGEMENT SYSTEM, (B) CONTINUE EXISTING
INTERCOMPANY TRANSACTIONS, (C) HONOR CERTAIN PREPETITION
OBLIGATIONS
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 motion₂ (the “**Motion**”),² dated March 29, 2017, of Westinghouse Electric Company LLC and its debtor affiliates, as debtors and debtors in possession in the

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.

above-captioned chapter 11 cases (collectively, the “Debtors”), for ~~an interim~~ final order (the “**InterimFinal 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 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~~ on the terms and conditions as set forth herein, (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 ~~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 and the Interim Order (as defined herein) having been provided to the Notice Parties ~~and~~ as set forth in the affidavits of service filed at Docket Nos. 43 and 126, 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 March 30, 2017 to consider the relief requested in the Motion on an interim basis (the “**Hearing**”) Interim

Hearing"); and the Court having entered an order granting the relief requested in the Motion on an interim basis (Docket No. 78) (the "Interim Order") and scheduling a final hearing on the Motion for May 10, 2017 (the "Final Hearing"); and the Final Hearing having been held on May 23, 2017; 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 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~~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; *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~~two existing Bank Accounts of Westinghouse Energy Systems LLC at Citibank Europe Plc, the two existing Bank Accounts of CE Nuclear Power International, Inc at JPMorgan, and the Bank Accounts of Westinghouse Industry Products International Co. LLC at Sumitomo Mitsui Banking Corp. ("SMBC"), JPMorgan, and Bank of China, and the Bank Account of Westinghouse Technology Licensing Company LLC at PNC Bank) 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 automatic stay is modified to permit JPMorgan to apply funds from one or more of the JPM Deposit Accounts (as defined in the Interim Order) to repay in full the Overdraft Amount (as defined in the Interim Order) and upon such repayment the Debtors and their estates and JPMorgan waive any claims or defenses which have been or could have been asserted against the other arising from or related to the Overdraft Amount; and it is further

ORDERED until such time as the Overdraft Amount is repaid to Chase, the Debtors shall maintain funds in the JPM Deposit Accounts equal to the Overdraft Amount; 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 to otherwise maintain the Cash Management System in the ordinary course subject to the terms and provisions of this Order; 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 the statutory committee of unsecured claimholders (the "UCC"); and it is further

ORDERED that in accordance with this ~~Interim~~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 ~~are~~is 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 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 BMO Harris is authorized to "charge back," offset, and/or debit the Debtors' accounts maintained with BMO Harris in the ordinary course of business without need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which were cashed at BMO Harris' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtors' accounts with BMO Harris prior to the Petition Date which have been dishonored or returned unpaid, including dishonored checks, wire transfers, drafts, ACH payments (credits or debits) or other electronic funds transfers or debits, for any reason, together with any fees and costs in connection therewith; and (iii) all prepetition amounts outstanding as of the date hereof, if any, owed to BMO Harris for the maintenance of the accounts at BMO Harris; and it is further

ORDERED that with respect to the BMO Harris Account, BMO Harris is authorized to return all prepetition checks drawn on the BMO Harris Account and Debtors are

authorized to reissue such checks on a postpetition basis, subject to the requirements imposed on the Debtors under the terms of the DIP Financing; and it is further

ORDERED that the Debtors are hereby authorized and directed to pay, and BMO Harris is hereby authorized to debit the Debtors' accounts maintained with BMO Harris in the ordinary course of business without need for further order of this Court for: (i) all prepetition and postpetition cash management fees and expenses (including any costs incurred by BMO Harris to obtain bonds or insurance required by this Order or to otherwise comply with any requirements of the U.S. Trustee); (ii) all ordinary course adjustments to the accounts maintained with BMO Harris (including, without limitation, with respect to returned checks, "charge backs" and similar items, and any fees and costs in connection therewith); and (iii) all attorneys' fees (including attorneys' fees incurred subsequent to the Petition Date) ((i)-(iii) collectively, the "**Cash Management Expenses**"); and it is further

ORDERED that, in accordance with the requirements of section 345(b) of the Bankruptcy Code, the Debtors are authorized but not directed to deposit up to a maximum of \$250,000,000 (the "**Authorized Deposit**") at BMO Harris and shall have no longer than 45 business days after entry of this Order to comply with the Authorized Deposit requirement. For the avoidance of doubt, the Authorized Deposit shall include the total sum of any amounts deposited by the Debtors in the BMO Harris Bank Account and any other deposit accounts opened by the Debtors at BMO Harris after the Petition Date; and it is further

ORDERED that Debtors will at all times maintain not less than \$450,000 in the BMO Harris Account and that, upon prompt written notice to BMO Harris and counsel for BMO Harris that an event of default has occurred under the terms of the DIP Financing ("**DIP Financing Default Notice**"), BMO Harris shall be entitled to (i) offset and/or debit up to

\$450,000 from the BMO Harris Account on account of accrued but unpaid Cash Management Expenses and (ii) absent further written agreement with respect to the priority of the Cash Management Expenses and the obligations under the DIP Financing among the DIP Lenders, Debtors and BMO Harris, and entry of an order of the Court that reflects such written agreement within fourteen (14) days of the DIP Financing Default Notice, immediately close all accounts maintained by Debtors with BMO Harris.

ORDERED that, in accordance with the requirements of section 345(b) of the Bankruptcy Code, Federal Home Loan Bank Insurance (the “**Federal Home Loan Bank Insurance Bonds**”) in the amount of \$250,000,000 will be provided by BMO Harris in favor of the United States of America with an initial expiry date of 18 months from the date such insurance is obtained (the “**Initial Term**”) and the U.S. Trustee shall notify the Debtors and BMO Harris no later than 60 days prior to the expiry of the Initial Term if the U.S. Trustee requests an extension of such insurance beyond the Initial Term; and it is further

ORDERED that at the end of each quarter BMO Harris shall deliver to the U.S. Trustee a statement showing the Debtors’ balances in any deposit accounts with BMO Harris; and it is further

ORDERED that the Debtors are authorized to invest and deposit its cash and cash equivalents in open-end management investment companies, registered under the Investment Company Act of 1940, that are regulated as “money market funds” pursuant to Rule 2a-7 under the Investment Company Act of 1940 that (a) invest exclusively in United States Treasury bills and United States Treasury Notes owned directly or through repurchase agreements, (b) have received the highest money market fund rating from a nationally recognized statistical rating organization, such as Standard & Poor’s or Moody’s, and (c) have

agreed to redeem fund shares in cash, with payment being made no later than the business day following a redemption request by a shareholder, except in the event of an unscheduled closing of Federal Reserve Banks or the New York Stock Exchange. The Debtors shall as soon as reasonably practicable but no later than 45 business days after entry of this Order, cause any investments not identified in section 345(b) of the Bankruptcy Code to comply with this; and it is further

ORDERED that the Debtors are authorized to open new bank accounts so long as (i) any such new account is with a bank that is (a) insured with the Federal Deposit Insurance Corporation (b) designated as an authorized depository under the UST Guidelines and (ii) the Debtors will provides notice to the U.S. Trustee and the Committee of the opening of such account; provided that all accounts opened on or after the Commencement Date at any bank shall, for purposes of this Order, be deemed a Bank Account as if it had been listed on Schedule 1 hereof; 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 between Debtors, subject to and in accordance with the Budget; *provided, however,* that absent further order from this Court, this Order does not authorize the Debtors ~~shall not to~~ 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, this Order does not authorize the Debtors ~~shall not make any to engage in~~ Intercompany Transfers (including making loans to ~~any affiliates domiciled outside of the~~

~~United States)~~ with non-debtors. 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 (including for each such transfer, the name of the Debtor transferor, the name of the transferee, the amount of the transfer, and the specified purpose of the payment) of cash or property (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, allocated, and recorded properly on applicable intercompany accounts, and the Debtors shall provide reasonable access to such records to the DIP Agent ~~and, the~~ DIP Lenders, and the UCC; and it is further

~~ORDERED that the Debtors are authorized to continue to engage in Interecompany 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)~~UCC; (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~~business days to the U.S. Trustee ~~and~~, counsel to the DIP Lenders, and counsel to the UCC, which notice shall provide that the funds in such closed account will be accounted for in the same manner as transfers pursuant to this Final Order; 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~~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 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 Interecompany 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 Interecompany 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~~Final Order, nor any payment made pursuant to the authority granted by this ~~Interim~~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’, the UCC’s, 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 (subject to the provisions set forth above with respect to payment of Cash Management Expenses); and it is further

ORDERED that notwithstanding anything to the contrary contained herein (but subject to the provisions set forth above with respect to payment of Cash Management Expenses), 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 (other than with respect to payment of Cash Management Expenses); 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~~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 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 effectuate the relief granted in this ~~Interim~~Final Order; and it is further

ORDERED that nothing contained in the Motion or this Final Order, nor any payment made pursuant to any interim order or this Final Order, shall be dispositive with respect to any future allocation of responsibility between and among Debtors and non-Debtors for such payment, and all rights with respect thereto are expressly reserved by the UCC; 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~~Final 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: _____, 2017
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Schedule 1

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 6113	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	3172	USD
Westinghouse Electric Company LLC	Debtor	JPMorgan	Foreign Receipts	4977	USD
Westinghouse Electric Company LLC	Debtor	BMG JPMorgan	Cash-Pool	6483 Domestic	USD
Westinghouse Electric Company LLC	Debtor	BMG PNC	Cash-Pool Checking	4925 6239	EUR
Westinghouse Electric Company LLC	Debtor	JPMorgan	Domestic-Receipts	1899	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	Domestic Rec0211	USD
Westinghouse Technology Licensing	Debtor	PNC	Checking	0998	USD
Westinghouse Energy Systems LLC	Debtor	Citibank Europe Plc	Checking	0009	BGN
Westinghouse Energy Systems LLC	Debtor	Citibank Citi Europe Plc	Checking	0017	USD
Westinghouse Energy Systems LLC	Debtor	Citibank Citi Europe Plc	Checking	0007	BGN
TSB Nuclear Energy Services Inc.	Debtor	JPMorgan	Checking	4426	USD
Toshiba Nuclear Energy Holdings (UK)	Debtor	Sumitomo Mitsui Banking Corp	Checking	1348	EUR
Toshiba Nuclear Energy Holdings (UK)	Debtor	Sumitomo Mitsui Banking Corp	Checking	1349	GBP
Toshiba Nuclear Energy Holdings (UK)	Debtor	Sumitomo Mitsui Banking Corp	Checking	1350	JPY
Toshiba Nuclear Energy Holdings (UK)	Debtor	Sumitomo Mitsui Banking Corp	Checking	1351	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	DDA with Inte	4737	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	DDA with Inte	4752	USD
Westinghouse Industry Prod Intl Co. LLC	Debtor	SMBC	Checking	4161	USD
Westinghouse Industry Prod Intl Co. LLC	Debtor	SMBC	Checking	4571	USD
Westinghouse Electric Company LLC	Debtor	BMO Harris Bank N. A.	Utility Deposit	4794	USD
NuCrane Manufacturing, LLC	Non-	PNC	Checking	6797	USD
Westinghouse Government Services LLC	Non-	PNC	Checking	5253	USD
Westinghouse Electric (Asia) SA	Non-	JPMorgan	Checking	0864	USD
CE Nuclear Power International, Inc.	Debtor	JPMorgan (Korea)	Checking	1074	KRW
Westinghouse Industry Prod Intl Co. LLC	Debtor	Bank of China	Checking	3942	RMB
Westinghouse Industry Prod Intl Co. LLC	Debtor	Bank of China	Checking	4130	RMB
Toshiba Nuclear Energy Holdings (UK)	Debtor	Sumitomo Mitsui Banking Corp	Checking	6836	USD

*Last Four Digits of the Account Numbers