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*Attorneys for Debtors
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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

**NOTICE OF FILING OF AMENDMENT NO. 2
TO VC SUMMER INTERIM ASSESSMENT AGREEMENT**

PLEASE TAKE NOTICE that on June 26, 2017, Westinghouse Electric Company LLC, WECTEC Global Project Services, Inc. f/k/a Stone and Webster, and South Carolina Electric & Gas Company and South Carolina Public Service Authority (collectively, the “**Parties**”) entered into a second amendment (“**VC Summer Amendment No. 2**”) to that certain *Interim Assessment Agreement*, dated March 28, 2017, among the Parties, which was

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.



approved by the Court on March 30, 2017 [ECF No. 68] and amended by the Parties on April 28, 2017 [ECF No. 385]. A copy of VC Summer Amendment No. 2 is attached hereto as Exhibit A.

Dated: June 27, 2017
New York, New York

/s/ Garrett A. Fail
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Exhibit A

VC Summer Amendment No. 2

AMENDMENT NO. 2

TO INTERIM ASSESSMENT AGREEMENT

This second amendment (“Amendment”) to the Interim Assessment Agreement dated as of March 28, 2017 (the “Interim Assessment Agreement”), by and among South Carolina Electric & Gas Company and South Carolina Public Service Authority (collectively, the “V.C. Summer Owners”), and Westinghouse Electric Company LLC and WECTEC Global Project Services, Inc. f/k/a Stone and Webster (collectively, the “Debtors”, and collectively with the V.C. Summer Owners, the “Parties”), is entered into as of the 26th day of June, 2017.

RECITALS

WHEREAS the V.C. Summer Owners and the Debtors entered into the Interim Assessment Agreement to set forth the relative rights and obligations of the Parties regarding the performance under the EPC and related agreements for the V.C. Summer Project during the Interim Assessment Period;

WHEREAS on April 28, 2017, the Parties entered into Amendment No. 1 to the Interim Assessment Agreement to extend its term in order to continue the construction and design of the V.C. Summer Project and to confirm other understandings of the Parties;

WHEREAS the Parties desire to amend the Interim Assessment Agreement, solely to extend its term.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, the Parties, each intending to be legally bound hereby, agree to amend the Interim Assessment Agreement as follows:

1. Paragraph 2 of the Interim Assessment Agreement shall be deleted and replaced in its entirety to read as follows: “The Parties shall continue to perform under the EPC, except as modified herein, from the Petition Date to and through the earlier of (a) August 10, 2017, or (b) termination of the Interim Assessment Agreement by SCE&G or the Authority upon five (5) business days’ notice (the “Interim Assessment Period”). The Interim Assessment Period may be extended by agreement of all the Parties. Upon such expiration or termination (as the case may be), the Debtors shall be relieved from their obligations under ¶ 18 hereof.”

2. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Interim Assessment Agreement.

3. This Amendment shall be construed in connection with and as part of the Interim Assessment Agreement, and all terms, conditions, and covenants contained in the Interim Assessment Agreement, except as herein modified, shall be and shall remain in full force and effect. The Parties hereto agree that they are bound by the terms, conditions and covenants of the Interim Assessment Agreement as amended hereby.

4. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

5. The validity, construction, and performance of this Amendment shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws except Section 5-1401 of the New York General Obligations Law; provided, however, that nothing in this Amendment shall seek to alter the rights, responsibilities and limitations applicable to the South Carolina Public Service

Authority under the laws of the State of South Carolina. Each Party consents to the exclusive jurisdiction of the Bankruptcy Court to resolve any dispute arising out of or relating to this Amendment.

6. Except as expressly provided for in this Amendment, the Interim Assessment Agreement remains unchanged.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**SOUTH CAROLINA ELECTRIC & GAS
COMPANY**

**WESTINGHOUSE ELECTRIC
COMPANY, LLC**

By: 

By: _____

Date: June 26, 2017

Date: _____

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

**WECTEC GLOBAL PROJECT
SERVICES, INC.**

By: _____

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**SOUTH CAROLINA ELECTRIC & GAS
COMPANY**

**WESTINGHOUSE ELECTRIC
COMPANY, LLC**

By: _____

By: _____

Date: _____

Date: _____

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

**WECTEC GLOBAL PROJECT
SERVICES, INC.**

By: Jonnie A. Carter

By: _____

Date: 6/26/17

Date: _____

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**SOUTH CAROLINA ELECTRIC & GAS
COMPANY**

By: _____

Date: _____

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

By: _____

Date: _____

**WESTINGHOUSE ELECTRIC
COMPANY, LLC**

By:  _____

Date: June 26, 2017 _____

**WECTEC GLOBAL PROJECT
SERVICES, INC.**

By:  _____

Date: June 26, 2017 _____