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*Attorneys for Debtors
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**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., :
:
:
:
Debtors.¹ : **(Jointly Administered)**
:
:
----- X

**NOTICE OF PRESENTMENT OF MOTION OF DEBTORS
PURSUANT TO 11 U.S.C. §§ 363(b), 364(a), AND 365, FED. R. BANKR. P. 6006,
AND LOCAL BANKRUPTCY RULE 6006-1 FOR AUTHORIZATION TO ASSUME
UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY, AS AMENDED**

PLEASE TAKE NOTICE that upon the annexed *Motion of Debtors Pursuant to
11 U.S.C. §§ 363(b), 364(a), and 365, Fed. R. Bankr. P. 6006, and Local Bankruptcy Rule*

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.

6006-1 for Authorization to Assume Unexpired Lease of Nonresidential Real Property, As Amended, dated August 14, 2017 (the “**Motion**”) 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**”), the undersigned will present the attached proposed order (the “**Order**”) to the Honorable Michael E. Wiles, United States Bankruptcy Judge, for signature on **August 31, 2017 at 11:00 a.m. (Eastern Time)** (the “**Presentment Date**”), 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**”).

PLEASE TAKE FURTHER NOTICE that any responses or objections (the “**Objections**”) to the Motion 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 **August 29, 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 Motion, 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 Motion, which order may be entered with no further notice or opportunity to be heard.

Dated: August 14, 2017
New York, New York

/s/ Robert J. Lemons

Gary T. Holtzer

Robert J. Lemons

Garrett A. Fail

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

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In re :
 : **Chapter 11**
Westinghouse ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
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Debtors.¹ : **(Jointly Administered)**
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**MOTION OF DEBTORS
PURSUANT TO 11 U.S.C. §§ 363(b), 364(a), AND 365, FED. R. BANKR. P. 6006,
AND LOCAL BANKRUPTCY RULE 6006-1 FOR AUTHORIZATION TO ASSUME
UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY, AS AMENDED**

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

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

Background

1. On 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

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.

and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner 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. On April 7, 2017, the United States Trustee for Region 2 appointed the Official Committee of Unsecured Creditors pursuant to section 1102 of the Bankruptcy Code.

4. 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 (the "**Donahue Declaration**") [ECF No. 4].

Jurisdiction

5. 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

6. By this Motion, the Debtors seek entry of an order pursuant to sections 363(b), 364(a), and 365 of the Bankruptcy Code, Bankruptcy Rule 6006, and Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**") authorizing the Debtors to assume that certain Amended Lease (as defined below), by and among Westinghouse and the Landlord (as defined below).

7. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit B** (the “**Proposed Order**”).

The Lease

8. Westinghouse and Tradeport Development I, LLC (the “**Landlord**” and, together with Westinghouse, the “**Parties**”) are parties to an original lease dated December 6, 2000 (the “**Original Lease**”), as amended by a First Amendment to the lease dated April 23, 2001 (the “**First Amendment**”), a Second Amendment to the lease dated September 5, 2003 (the “**Second Amendment**”), a Supplemental Agreement to the lease dated April 1, 2004 (the “**Supplemental Agreement**”), a Third Amendment to the lease dated April 5, 2005 (the “**Third Amendment**”), a Fourth Amendment to the lease dated January 28, 2008 (the “**Fourth Amendment**”), and a Fifth Amendment to the lease dated September 30, 2013 (the “**Fifth Amendment**” and, collectively with the Original Lease, the Supplemental Agreement, and the First, Second, Third, and Fourth Amendments, the “**Lease**”). The Lease allows Westinghouse to use 99,840 square feet of combined office and shop space.

9. Westinghouse and the Landlord have entered into a Sixth Amendment to the Lease (the “**Sixth Amendment**,” attached hereto as **Exhibit A** and, together with the Lease, the “**Amended Lease**”)² wherein, among other things, (i) Westinghouse will surrender 47,883 square feet to the Landlord while retaining 51,957 square feet for Westinghouse’s core business; (ii) the rent under the Amended Lease shall be reduced as set forth in the Amended Lease to reflect the lease of a smaller space from the Landlord; (iii) the Landlord will be responsible for the construction of a demising wall separating the retained premises from the excluded premises; and (iv) Westinghouse shall pay the Landlord the sum of \$200,000 as set forth in greater detail

² Pursuant to paragraph 11 of the Sixth Amendment, the effectiveness of the Sixth Amendment is conditioned on obtaining this Court’s approval.

below as an inducement for the Landlord to enter into the Amended Lease. The total cure cost for the Debtors to assume the Amended Lease is \$205,732.12.

10. By entering into the Sixth Amendment, the Debtors will save approximately \$1 million per year for the remainder of the lease term beginning in June 2018—a total savings of \$7 million over the remaining lease term ending March 31, 2024.³ The Debtors believe, in their business judgment, that it would be in the best interests of their estates to assume the Amended Lease and take advantage of the reduced rental cost rather than reject the Lease and incur potential damages therefrom. As consideration for the Landlord’s entry into the Sixth Amendment, Westinghouse will pay the Landlord the principal sum of \$200,000, together with interest at a rate of 7% annually, (collectively, the “**Termination Payment**”) in seventy equal and consecutive monthly installments of \$3,468.05 beginning upon the effective date of the Amended Lease and through and until the expiration of the lease term.

**The Assumption of the Amended Lease
Represents a Sound Exercise of Business Judgment and Should Be Approved**

11. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, “subject to the court’s approval, may assume or reject any . . . unexpired lease of the debtor.” 11 U.S.C. § 365(a). Courts defer to a debtor’s business judgment in assuming an unexpired lease. *See, e.g., COR Route 5 Co., LLC v. Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d 373, 376 (2d Cir. 2008) (noting that a “deferential standard [is] applied to debtors’ business judgments as to whether to assume or reject executory contracts”); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under section 365(a) of the Bankruptcy Code in the exercise of its “business

³ The estimated cost savings under the Amended Lease includes reduced operating expenses as a result of the space reduction.

judgment”). A debtor’s decision to assume or reject an unexpired lease or executory contract is a proper exercise of its business judgment if it is “rational” and does not “demonstrate bad faith or whim or caprice.” *In re Old Carco LLC*, 406 B.R. 180, 196 (Bankr. S.D.N.Y. 2009).

12. Section 363(b)(1) of the Bankruptcy Code permits a debtor to use, sell, or lease property, other than in the ordinary course of business, with court approval. 11 U.S.C. § 363(b). Although section 363 of the Bankruptcy Code does not set forth a standard for determining when it is appropriate for a court to authorize a transaction outside the ordinary course of business, courts in the Second Circuit, in applying this section, have required that any such transaction be based upon the sound business judgment of the debtor. *See, e.g., In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992) (affirming approval of transaction under section 363(b) on the grounds that the transaction was supported by a “good business reason”); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (requiring “sound business justifications” for transactions under section 363(b)); *In re Calpine Corp.*, 356 B.R. 585, 594 (Bankr. S.D.N.Y. 2007) (requiring a “good business reason” for 363(b) authorization).

13. It is generally understood that “[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *Comm. of Asbestos-Related Litigants v. Johns Manville Corp. (In re Johns Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). If a valid business justification exists, there is a strong presumption that “the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *In re Glob. Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (citation omitted).

14. Assumption of the Amended Lease is in the best interests of the Debtors, their estates, and creditors. The Debtors believe that reducing yet retaining some of Westinghouse's original operational space will allow Westinghouse to continue to support operations and current contracts in its core business. The Debtors estimate that they will save approximately \$1 million per year and \$7 million over the remaining life of the lease by entering into the Amended Lease. The Landlord has consented to the proposed surrender and modification of the Lease and to lease Westinghouse the reduced space, provided Westinghouse assumes the Lease as amended and pays the Termination Payment. The Landlord would not enter into the Sixth Amendment absent the Termination Payment and the Debtors' assumption of the Amended Lease. Accordingly, the Debtors believe that, under the circumstances, the assumption of the Amended Lease is appropriate.

15. On July 26, 2017, the Debtors filed their *Motion of Debtors Pursuant to 11 U.S.C. § 365(d)(4)(B) and Local Rule 9006-2 for Entry of Order Extending Time to Assume or Reject Leases of Nonresidential Real Property* [ECF No. 1006], seeking to extend the deadline for assumption or rejection of unexpired real property leases under section 365(d)(4) of the Bankruptcy Code from September 27, 2017 to October 25, 2017. Given the upcoming deadline to assume or reject unexpired leases, the assumption of the Amended Lease at this time is a reasonable exercise of the Debtors' business judgement.

16. In addition, the Termination Payment should be allowed as an administrative expense. Pursuant to section 364(a) of the Bankruptcy Code, the Debtors are entitled to obtain unsecured credit and incur unsecured debt in the ordinary course of business that is allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code.

The Debtors may also incur unsecured credit outside of the ordinary course of business that is allowable as an administrative expense claim after notice and a hearing. *See id.* § 364(b).

17. In light of the benefits described above, the Debtors have exercised sound business judgment and, accordingly, assumption of the Amended Lease should be approved.

Waiver of Bankruptcy Rule 6004(h)

18. To implement the foregoing immediately, the Debtors seek a waiver of the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

19. Notice of this Motion 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.

20. 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 is just.

Dated: August 14, 2017
New York, New York

/s/ Robert J. Lemons

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Garrett A. Fail
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*Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Sixth Amendment to Lease

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease (“Amendment”) is made as of this ____ day of _____, 2017 (the “Execution Date”), between TRADEPORT DEVELOPMENT I, LLC, a Connecticut limited liability company with an office and place of business at 204 West Newberry Road, Bloomfield, Connecticut 06602 (“Landlord”), and WESTINGHOUSE ELECTRIC COMPANY LLC, a Delaware limited liability company with an office and place of business at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania (“Tenant”).

PRELIMINARY STATEMENTS:

Reference is made to that certain Indenture of Lease dated December 6, 2000, as amended by First Amendment to Lease dated April 23, 2001, Second Amendment to Lease dated September 5, 2003, Supplemental Agreement to Indenture of Lease dated as of April 1, 2004, Third Amendment to Lease dated as of April 5, 2005, Fourth Amendment to Lease dated as of January 28, 2008 and Fifth Amendment to Lease dated as of September 30, 2013 (the “Fifth Amendment,” and said Indenture of Lease, as so amended, is collectively referred to herein as the “Lease”), by and between Tenant, as tenant, and Landlord, as landlord. The Lease currently demises certain premises being the entire building known as 20 International Drive, New England Tradeport, Windsor, Connecticut, all as more particularly described in the Lease (the “Premises”).

The Premises are shown on the plan attached hereto and made a part hereof as Exhibit A (the “Plan”). Reference is made to the cross-hatched portion of the Premises, as shown on the Plan, which contains approximately 51,957 rentable square feet (hereinafter referred to as the “Retained Premises”). Reference is further made to the remaining portion of the Premises, excluding the Retained Premises, as shown on the Plan (said portion being hereinafter referred to as the “Excluded Premises”).

By this Amendment, Landlord and Tenant desire to (i) confirm their agreement relating to Tenant vacating and surrendering the Excluded Premises to Landlord; and (ii) amend the Lease in certain other particulars, all upon, subject to and as more particularly set forth herein.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Landlord’s Work. Landlord, at its expense, shall construct a demising wall separating the Retained Premises from the Excluded Premises and otherwise perform the work to the Premises as listed and described on the Plan (collectively, “Landlord’s Work”). Landlord shall procure all permits necessary to perform and complete Landlord’s Work and thereupon perform and complete the same such that Landlord’s Work shall be completed on or before June 1, 2018 (the “Effective Date”). Landlord agrees to perform and complete Landlord’s Work in a good, workmanlike and lien-free manner. Tenant hereby grants Landlord and its authorized contractor(s) access to the Premises as necessary to perform and complete Landlord’s Work, Landlord agreeing to coordinate the exact timing of performance of Landlord’s Work with

Tenant in advance. Although Landlord agrees to coordinate the Landlord’s Work with Tenant and utilize reasonable efforts to minimize disruption to Tenant’s business operations during the performance of Landlord’s Work, Tenant agrees that Landlord shall be entitled to perform the same during Tenant’s regular business, week-day hours, and that some disruption will occur.

2. Vacating Excluded Premises. Tenant shall vacate and surrender to Landlord vacant and exclusive possession of the Excluded Premises on the later of the Effective Date or thirty (30) days after completion of Landlord’s Work, free and clear of Tenant’s trade fixtures, equipment and personal property and in the condition required by the Lease upon expiration thereof. Upon Tenant complying with the foregoing, (i) the Excluded Premises shall automatically be deemed released and free and clear of the lien and operation of the Lease, as fully and completely as the Effective Date was the final expiration date of the Lease Term; and (ii) from and after the Effective Date, the Retained Premises shall be considered the “Premises” demised under the Lease in all respects. Subject only to completion of Landlord’s Work, Tenant shall continue to take and hold the Retained Premises both before and after the Effective Date in “as is” condition in all respects.

3. Fixed Rent. Until the Effective Date and Tenant’s compliance with the provisions of Paragraph 2 above, Tenant shall continue to pay Fixed Rent and the rates set forth in and otherwise in accordance with the Lease. From and after the Effective Date and Tenant’s compliance with Paragraph 2 above and continuing for the remainder of the Lease Term (i.e., through March 31, 2024), the Fixed Rent schedule as set forth in Section 2 of the Fifth Amendment shall no longer be applicable, and Tenant shall pay annual Fixed Rent (applicable to the Retained Premises) as follows, prorated as necessary for any partial month:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Installment</u>
Effective Date thru 3/31/19:	\$346,380.00 (10 mos.)	\$34,638.00
4/1/19 thru 3/31/20:	\$426,047.40	\$35,503.95
4/1/20 thru 3/31/21:	\$436,698.59	\$36,391.55
4/1/21 thru 3/31/22:	\$447,616.05	\$37,301.34
4/1/22 thru 3/31/23:	\$458,806.45	\$38,233.87
4/1/23 thru 3/31/24:	\$470,276.61	\$39,189.72

Fixed Rent at the foregoing rates shall otherwise remain payable in full conformity with the provisions of the Lease.

4. Additional Rent: Operating Expenses, Taxes and Insurance. Tenant shall continue to pay Additional Rent under Section 2.2 of the Lease, in addition to all other sums due under the Lease, all in accordance with the Lease, except that effective on the Effective Date, Tenant’s Proportionate Share shall mean 52.04% of the Building.

5. Termination Payment. As a material inducement to Landlord to enter into this Amendment and to release Tenant from Rent obligations for the Excluded Premises from and after the Effective Date, Tenant shall further pay to Landlord, as Additional Rent, the principal sum of \$200,000.00, together with interest at the rate of 7% per annum until paid in full (collectively, the “Termination Payment”). The Termination Payment shall be due and payable

in seventy (70) equal and consecutive monthly installments of \$3,468.05 (representing the monthly amount necessary to fully amortize the Termination Payment over seventy (70) months), commencing on the Effective Date and on the first day of each and every month thereafter through and including March 1, 2024. The Termination Payment shall be in addition to Fixed Rent and all other Additional Rent due from Tenant under the Lease. Should Tenant fail to timely pay any installment of the Termination Payment, Landlord shall have all of the same rights and remedies against Tenant that Landlord would have in the event Tenant fails to pay Fixed Rent.

6. Options to Renew. Tenant shall continue to have the right to extend the Lease Term (with respect to the Retained Premises only) in accordance with and subject to the provisions of Paragraph 6 of the Fifth Amendment, provided, however, Section (h) of Paragraph 6 of the Fifth Amendment is hereby deleted, it being agreed that Tenant shall have no right to reduce the size of the Retained Premises.

7. Parking; Truck Parking. From and after the Effective Date, (i) Tenant shall have no right to park in any of the parking areas located in front of or behind the Excluded Premises; (ii) Tenant shall be entitled to 250 parking spaces (inclusive of any truck parking and inclusive of a requisite share of visitor and handicapped spaces) on a non-reserved, non-exclusive basis in the parking areas associated with the Building which are not in front of or behind the Excluded Premises; and (iii) any truck parking shall be limited to the loading dock area immediately behind the Retained Premises and shall not block or otherwise interfere with the free flow of traffic on the drive isle running behind the Retained Premises and the Excluded Premises.

8. Counterparts; PDF. This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Amendment. Facsimile or PDF email transmissions of any executed counterpart of this Amendment and/or retransmission of any executed facsimile transmission or PDF email transmission shall be deemed to be the same as the delivery of an executed original. At the request of either party hereto, the other party shall confirm facsimile transmission or PDF email transmissions by executing duplicate original documents and delivering the same to the requesting party.

9. Broker. Tenant warrants and represents that Tenant has not dealt with any broker or other party in connection with the consummation of this Amendment other than Jones Lang LaSalle ("Broker"). Tenant further agrees that Tenant shall be solely responsible for any commission due to Broker. Tenant agrees to indemnify Landlord and hold Landlord harmless from any and all claims for a commission made by Broker or by any other party claiming by, through or under Tenant, said indemnity to include reasonable attorneys' fees and costs.

10. Authority. Landlord and Tenant hereby covenant, warrant and represent to each other that it has full right, power and authority to enter into this Amendment and each person signing this Amendment covenants, warrants and represents that such person has the power and due authority to execute this Amendment in the capacity stated and to bind the entity for which

such person is signing. Landlord and Tenant further covenant, represent and warrant to each other that they have received all necessary consents (subject, with respect to Tenant, bankruptcy court approval as contemplated by Paragraph 11 below) to enable it to enter into this Amendment, and that the Lease as hereby amended is the legal, valid and binding obligation of each respective party, enforceable against each respective party in accordance with and subject to its terms.

11. Bankruptcy Court Approval; Assumption of Lease. Anything contained herein to the contrary notwithstanding, the parties acknowledge that the effectiveness of this Amendment is specifically subject to Tenant obtaining bankruptcy court approval of (i) this Amendment, and (ii) the assumption of the Lease as hereby amended. Tenant shall promptly file, and seek approval of, a motion (pursuant to Section 365 of the Bankruptcy Code) approving the Lease as hereby amended. If such approval is not obtained and delivered to Landlord (in substance reasonably satisfactory to Landlord) within 60 days of the Execution Date, then either party hereto may thereafter cancel and terminate this Amendment by written notice to the other, whereupon this Amendment shall thereafter be immediately and automatically null and void and of no further force or effect whatsoever.

12. Definitions. All capitalized terms used in this Amendment shall have the same respective meanings as set forth in the Lease except as otherwise specifically indicated.

13. Ratification. Except as expressly modified herein, the terms and conditions of the Lease are ratified and confirmed and shall remain in full force and effect. To the extent any provision of the Lease conflicts with any provision hereof, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

TRADEPORT DEVELOPMENT I, LLC

By: River Bend Holdings, LLC
Its Sole Member

By: Griffin Industrial, LLC

By: _____

Its

WESTINGHOUSE ELECTRIC COMPANY LLC

By: _____

STATE OF CONNECTICUT : Its
: SS. _____, _____, 2017
COUNTY OF HARTFORD :

Personally appeared _____, _____, of GRIFFIN INDUSTRIAL, LLC, as the member of RIVER BEND HOLDINGS, LLC, the member of TRADEPORT DEVELOPMENT I, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such _____, the free act and deed of GRIFFIN INDUSTRIAL, LLC, and the free act and deed of TRADEPORT DEVELOPMENT I, LLC, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS. _____, _____, 2017
COUNTY OF BUTLER: :

Personally appeared _____, _____, of WESTINGHOUSE ELECTRIC COMPANY LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of said limited liability company, before me.

Notary Public
My Commission Expires:

EXHIBIT A

Plan of 20 International Drive, Windsor, CT, with “Retained Premises” cross-hatched and showing/listing “Landlord’s Work.”

Exhibit B

Proposed Order

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

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

ORDER PURSUANT TO 11 U.S.C. §§ 363(b), 364(a), AND 365, FED. R. BANKR. P. 6006, AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING ASSUMPTION OF UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY, AS AMENDED

Upon the Motion, dated August 14, 2017 (the “**Motion**”),² of Westinghouse Electric Company LLC, and certain debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 363(b), 364(a), and 365 of the Bankruptcy Code, Bankruptcy Rule 6006, and Local Rule 6006-1 for authorization to assume the Amended Lease as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M–431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a

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

core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and all objections to the Motion, if any, having been withdrawn, resolved, or overruled; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. Pursuant to section 365(a) of the Bankruptcy Code, the Debtors' assumption of the Amended Lease is hereby approved.
3. Pursuant to section 365(b)(1)(a) of the Bankruptcy Code, the Debtors shall pay the Landlord \$205,732.12 to cure monetary defaults under the Amended Lease within five business days of the date of the effective date of the Amended Lease or five business days of the date of this Order, whichever is later.
4. Westinghouse is hereby authorized to pay the Termination Payment in seventy equal monthly installments to the Landlord upon the effective date of the Amended Lease.
5. Pursuant to section 364(a) of the Bankruptcy Code, the Termination Payment shall be allowed as an administrative expense.
6. Notwithstanding entry of this 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; provided that to the extent the Termination Payment is not otherwise paid in the amount and

upon the schedule contemplated herein, the Termination Payment shall be treated as and deemed to be an allowed administrative expense claim pursuant to 11 U.S.C. § 503(b)(1).

7. Notwithstanding the assumption of the Amended Lease, the Debtors retain the right to later assign the Amended Lease under section 365(f) of the Bankruptcy Code.

8. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

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

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

Dated: _____, 2017
New York, New York

HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE