

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

<b>PAUL A. DREW, III</b>	)	
	)	<b>CIVIL ACTION</b>
	)	
<b>Plaintiff,</b>	)	
	)	<b>No. 18-cv-2677-JWL</b>
<b>v.</b>	)	
	)	
<b>EXIDE TECHNOLOGIES,</b>	)	
	)	
<b>Defendant.</b>	)	
	)	<b>Ref. No. 44</b>

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**STATUS REPORT ON THE BANKRUPTCY PROCEEDINGS OF  
IN RE EXIDE HOLDINGS, INC., ET AL., CASE NO. 20-11157 (CSS)**

The following provides a status report (the “Status Report”) regarding the above referenced chapter 11 cases (the “Chapter 11 Cases”) of Exide Holdings, Inc. and its debtor affiliates (collectively, the “Debtors” or the “Post-Effective Date Debtors” as applicable) as directed by that certain Order dated February 22, 2021 issued in the above-captioned case (the “Kansas Proceeding”).

***Commencement of the Bankruptcy Cases***

On May 19, 2020 (the “Commencement Date”), the Debtors each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). Additional information regarding the Debtors’ business and the circumstances leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Roy Messing in Support of Debtors’ Chapter 11 Petitions and First Day Relief* [D.I. 14] (the “First Day Declaration”), and the *Amended Disclosure Statement for Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors*

[D.I. 743] (as modified, supplemented and amended including all attachments and exhibits thereto, the “Disclosure Statement”).

Upon the Debtors’ filing for bankruptcy protection on the Commencement Date, the automatic stay provided for in Bankruptcy Code section 362(a) became effective. The stay prohibits “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title.” 11 U.S.C. § 362(a)(1). As such, all litigation and proceedings commenced prior to the Commencement Date, including the Kansas Proceeding, were stayed on the Commencement Date.

***Establishment of Bar Dates to File Proofs of Claim***

On June 25, 2020, the Bankruptcy Court entered the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [D.I. 373] (the “Bar Date Order”). The Bar Date Order established the following deadlines to file a proof of claim (each, a “Proof of Claim”) in respect of a claim (as defined in section 101(5) of the Bankruptcy Code) against any Debtor which arose on or prior to the Commencement Date:

- i. July 31, 2020 at 5:00 p.m. (prevailing Eastern Time) as the deadline for each person (as defined in section 101(41) of the Bankruptcy Code), excluding governmental units (as defined in section 101(27) of the Bankruptcy Code, the “Governmental Units”), to file a proof of claim (each, a “Proof of Claim”) in respect of a claim (as defined in section 101(5) of the Bankruptcy Code) against any Debtor which arose on or prior to the Commencement Date, including, for the avoidance of doubt, secured claims, priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code (such deadline, the “General Bar Date”);
- ii. November 16, 2020 at 5:00 p.m. (prevailing Eastern Time) as the deadline for each Governmental Unit to file a Proof of Claim in respect of a prepetition claim against any Debtor (such deadline, the “Governmental Bar Date”);

- iii. the later of (i) the General Bar Date or the Governmental Bar Date (if the amendment relates to a claim of a Governmental Unit), and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is 30 days from the date on which the Debtors provide notice of an amendment or supplement to the Schedules as the deadline by which each claimant holding a claim affected by such filing, amendment or supplement must file a Proof of Claim with respect to such claim (the “Amended Schedules Bar Date”); and
- iv. the later of (i) the General Bar Date or the Governmental Bar Date (if a Governmental Unit is the counterparty to the executory contract or unexpired lease), and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is 30 days following service of an order approving rejection of any executory contract or unexpired lease of the Debtors as the deadline by which a claimant asserting a claim resulting from the Debtors’ rejection of an executory contract or unexpired lease must file a Proof of Claim for damages arising from such rejection (the “Rejection Damages Bar Date” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “Bar Dates”).

*See Notice of Deadlines to File Proofs of Claim* (the “Bar Date Notice”), published on July 1, 2020.<sup>1</sup> Pursuant to the terms of the Bar Date Notice, “[c]laims based on acts or omissions of the Debtors that occurred before the Commencement Date must be filed on or before the Bar Dates, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Commencement Date.” *See* Bar Date Notice, § 1. As such, all prepetition litigation claimants, among others, were required to file a proof of claim on or before the General Bar Date.

On July 31, 2020, plaintiff in the Kansas Proceeding, Mr. Drew, through his attorney Aaron C. McKee of McKee Law, LLC, filed a proof of claim identified on the Debtors’ claim register as claim number 825 (the “Claim”).<sup>2</sup> The Claim asserted a general unsecured claim of no less than

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<sup>1</sup> A true and correct copy of the Bar Date Notice is attached hereto as Annex 1.

<sup>2</sup> A true and correct copy of the Claim is attached hereto as Annex 2.

\$75,000.00 based on the “Employment Discrimination lawsuit filed in the Federal District of Kansas; Case No. 2:18-CV-02677.” Claim, p. 2.

### ***Confirmation of the Chapter 11 Plan***

On October 16, 2020, the Bankruptcy Court entered the *Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [D.I. 998] (the “Confirmation Order”) confirming the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* (as modified, supplemented and amended including all attachments and exhibits thereto, the “Plan”).<sup>3</sup> On October 26, 2020, the Debtors filed a *Notice of Effective Date and Entry of Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [D.I. 1039] (the “Notice of Effective Date”), indicating that the Effective Date of the Plan occurred on October 26, 2020 (the “Effective Date”).<sup>4</sup>

The Plan provides, among other things, for an injunction that enjoins:

all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) . . . from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Wind-Down Estates, [or] the GUC Trust . . . as applicable, or the property of any of the Debtors, the Wind-Down Estates, [or] the GUC Trust . . . as applicable . . . [or] (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

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<sup>3</sup> A true and correct copy of the Confirmation Order and the Plan (attached as Exhibit A to the Confirmation Order) are attached hereto as **Annex 3**. Terms utilized but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

<sup>4</sup> A true and correct copy of the Notice of Effective Date is attached hereto as **Annex 4**.

See Plan §§ 10.2-10.3. As such, the Plan enjoins the continuation of, among other things, the Kansas Proceeding as it relates to the Debtors.

The Plan also provides for the establishment of the GUC Trust to “administer certain post-Effective Date responsibilities under the Plan with respect to the GUC Trust Assets, General Unsecured Claims, and Environmental NPP Claims, including, but not limited to, resolving outstanding Disputed General Unsecured Claims and Disputed Environmental NPP Claims and making distributions to holders of Allowed General Unsecured Claims and Allowed Environmental NPP claims in accordance with the Plan.” Plan, § 5.4. The Plan further provides for the appointment of the Plan Administrator, who generally speaking, is responsible for handling all other post-Effective Date responsibilities under the Plan not assigned to the GUC Trust, including, among other things, resolving and making distributions on all administrative expense claims, priority claims, and other secured claims as well as winding-down the Chapter 11 Cases. *Id.* at § 5.8.

### ***Expungement of the Claim***

On June 15, 2021, the Plan Administrator and GUC Trustee filed the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims* [D.I. 1554] (the “Claim Objection”).<sup>5</sup> Through the Claim Objection, the GUC Trust sought, among other things, the disallowance and expungement of the Claim on the grounds it failed to provide sufficient documentation in support of such claim and the claim had no basis in the Debtors’ books and records. Claim Objection, ¶ 15, Exhibit D.

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<sup>5</sup> A true and correct copy of the Claim Objection is attached hereto as **Annex 5**.

The Claim Objection had a response and objection deadline of June 29, 2021 at 4:00 p.m. (ET) (the “Objection Deadline”). As detailed in the affidavit of service for the Claim Objection [D.I. 1563] (the “Affidavit of Service”), Mr. Drew was served with the Claim Objection via his attorney.<sup>6</sup> Affidavit of Service, p. 21. Neither the GUC Trustee nor the Plan Administrator received any response from Mr. Drew or his attorney with regard to the Claim Objection prior to the Objection Deadline or at any point thereafter.

On July 14, 2021, the Bankruptcy Court entered the *Order Granting Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims* [D.I. 1699] (the “Claim Objection Order”), which, among other relief granted, disallowed and expunged the Claim in its entirety and authorized the removal of such claim from the Debtors’ claims register.<sup>7</sup> Claim Objection Order, ¶ 2, Exhibit 4.

Pursuant to rule 8002 of the Federal Rules of Bankruptcy Procedure, the deadline to appeal the Claim Objection Order was July 28, 2021 (*i.e.*, fourteen (14) days) (the “Appeal Deadline”). Fed. R. Bankr. Pro. 8002(a)(1). No appeal was filed with regard to the Claim Objection Order and, therefore, such order became a Final Order of the Bankruptcy Court following the expiration of the Appeal Deadline.

### ***Conclusion***

The Chapter 11 Cases currently are in a wind-down phase, post-Effective Date where the Plan Administrator and the GUC Trust are reconciling proofs of claim, making distributions,

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<sup>6</sup> A true and correct copy of the Affidavit of Service is attached hereto as **Annex 6**.

<sup>7</sup> A true and correct copy of the Claim Objection Order is attached hereto as **Annex 7**.

monetizing any remaining assets, including pursuing causes of action of the Debtors' estates, and winding-down the Debtors' affairs pursuant to the terms of the Plan.

To the extent that Mr. Drew has a claim against the Debtors arising from the Kansas Proceeding or otherwise, it is a General Unsecured Claim in the Chapter 11 Cases that was required to be filed pursuant to the Bar Date Order and is subject to administration by the GUC Trust. As explained above, the GUC Trust objected to the Claim submitted by Mr. Drew and such claim was disallowed and expunged by the Bankruptcy Court. As set forth in Section 4.7 of the Plan, only Allowed General Unsecured Claims are entitled to any distribution under the Plan. Because the Claim, which was the only proof of claim submitted by Mr. Drew, was disallowed and expunged by Final Order of the Bankruptcy Court, Mr. Drew is not entitled to any distribution or recovery in the Chapter 11 Cases regardless of any judgment awarded in the Kansas Proceeding, which, as explained above, remains enjoined under the Plan and no relief from such injunction has been sought by Mr. Drew. As such, the GUC Trust, as the entity responsible for administering the Claim and, by extension, the litigation underlying such claim, submits that the Kansas Proceeding should be dismissed.

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Any questions with regard to the Claim or the administration of general unsecured claims in general, should be directed to counsel to the GUC Trust, Eric S. Chafetz (echafetz@lowenstein.com) and Jeremy Merkin (jmerkin@lowenstein.com), at Lowenstein Sandler LLP. All other inquiries regarding the Chapter 11 Cases should be directed to counsel to the Plan Administrator, Kimberly A. Brown (brown@lrclaw.com) and Matthew R. Pierce (pierce@lrclaw.com), at Landis Rath & Cobb LLP.

Dated: August 31, 2021  
Wilmington, Delaware

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## **Annex 1**

**UNITED STATES BANKRUPTCY COURT, DISTRICT OF DELAWARE**

**In re**

**EXIDE HOLDINGS, INC., *et al.*,**

**Debtors.**

**Chapter 11 Case Nos.: 20-11157 (CSS)  
Through 20-11161 (CSS)  
(Jointly Administered)**

**NOTICE OF DEADLINES TO FILE PROOFS OF CLAIM**

**TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES:**

<u><b>Name of Debtor</b></u>	<u><b>Case Number</b></u>	<u><b>Tax Identification Number</b></u>
Exide Holdings, Inc.	20-11157	84-4035504
Exide Technologies, LLC	20-11158	23-0552730
Dixie Metals Company	20-11159	75-1440199
Refined Metals Corporation	20-11160	23-1999311
Exide Delaware LLC	20-11161	51-0389341

**OTHER NAMES USED BY THE DEBTORS IN THE PAST 8 YEARS:**

Aker Wade Power Technologies LLC; GNB Industrial Power; Schulykill Metals; Exide Technologies

**Attorneys for Debtors**

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**Address of the Clerk of the Bankruptcy Court**

Clerk of the United States Bankruptcy Court,  
824 Market Street North, 3rd Floor, Wilmington, DE 19801  
Telephone: 302-252-2900  
Hours Open: 8:00 a.m.–4:00 p.m. Monday–Friday

**PLEASE TAKE NOTICE THAT:**

**YOU ARE RECEIVING THIS NOTICE (“NOTICE”) BECAUSE YOU MAY HAVE A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS, INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

On May 19, 2020 (the “**Commencement Date**”), Exide Holdings, Inc., and certain of its affiliates (collectively, the “**Debtors**”), filed voluntary cases under chapter 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

On June 25, 2020, the Court, having jurisdiction over the chapter 11 cases of the Debtors, entered an order (the “**Bar Date Order**”) establishing the following Bar Dates:

(i) **July 31, 2020 at 5:00 p.m. (prevailing Eastern Time)** as the deadline for each person (as defined in section 101(41) of the Bankruptcy Code), excluding governmental units (as defined in section 101(27) of the Bankruptcy Code, the “**Governmental Units**”), to file a proof of claim (each, a “**Proof of Claim**”) in respect of a claim (as defined in section 101(5) of the Bankruptcy Code) against any Debtor which arose on or prior to the Commencement Date, including, for the avoidance of doubt, secured claims, priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code (such deadline, the “**General Bar Date**”);

(ii) **November 16, 2020 at 5:00 p.m. (prevailing Eastern Time)** as the deadline for each Governmental Unit to file a Proof of Claim in respect of a prepetition claim against any Debtor (such deadline, the “**Governmental Bar Date**”);

(iii) **the later of (i) the General Bar Date or the Governmental Bar Date (if the amendment relates to a claim of a Governmental Unit), and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is 30 days from the date on which the Debtors provide notice of an amendment or supplement to the Schedules** as the deadline by which each claimant holding a claim affected by such filing, amendment or supplement must file a Proof of Claim with respect to such claim (the “**Amended Schedules Bar Date**”); and

(iv) **the later of (i) the General Bar Date or the Governmental Bar Date (if a Governmental Unit is the counterparty to the executory contract or unexpired lease), and (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is 30 days following service of an order approving rejection of any executory contract or unexpired lease of the Debtors** as the deadline by which a claimant asserting a claim resulting from the Debtors’ rejection of an executory contract or unexpired lease must file a Proof of Claim for damages arising from such rejection (the “**Rejection Damages Bar Date**” and, together with the General Bar Date, the Governmental Bar Date, and the Amended Schedules Bar Date, the “**Bar Dates**”).

You may be a creditor of one or more of the Debtors.

**If you have any questions relating to this Notice, please feel free to contact Prime Clerk LLC (“Prime Clerk”) at (877)-429-4840 (Toll Free) or by e-mail at [Exide2020Info@PrimeClerk.com](mailto:Exide2020Info@PrimeClerk.com).**

NOTE: The staff of the Bankruptcy Clerk’s Office, the Office of the United States Trustee, and Prime Clerk cannot give legal advice.

## **INSTRUCTIONS:**

### **1. WHO MUST FILE A PROOF OF CLAIM**

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose before the Commencement Date, and it is not one of the types of claims described in Section 2 below. Claims based on acts or omissions of the Debtors that occurred before the Commencement Date must be filed on or before the Bar Dates, even if such claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Commencement Date.

Under section 101(5) of the Bankruptcy Code and as used in this notice, the word "claim" means a right to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

### **2. WHO NEED NOT FILE A PROOF OF CLAIM**

The following persons (including, without limitation, individuals, partnerships, corporations, joint ventures, trusts, or Governmental Units) are **not** required to file a Proof of Claim on or before the applicable Bar Date, solely with respect to the claims described below:

- a. any person or entity that has already filed a proof of claim against the Debtors in the above-captioned cases in a form substantially similar to the attached Proof of Claim form (the "**Claim Form**") or the Official Bankruptcy Form No. 410 (the "**Official Form**")<sup>1</sup>;
- b. any person or entity whose claim is listed on the Schedules filed by the Debtors, provided that (x) the claim is not scheduled as "disputed", "contingent" or "unliquidated"; and (y) the claimant does not disagree with the amount, nature, and priority of the claim as set forth in the Schedules; and (z) the claimant does not dispute that the claim is an obligation of the specific Debtor against which the claim is listed in the Schedules;
- c. any holder of a claim that heretofore been allowed by an order entered by this Court;
- d. any person or entity whose claim has been paid in full by any of the Debtors;
- e. any holder of a claim for which specific deadlines have previously been fixed by this Court;
- f. any Debtor having a claim against another Debtor;
- g. any holder of a claim that asserts an equity security interest in the Debtors, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest; provided that if any holder asserts such a claim (as opposed to an ownership interest) against the Debtors (including a claim relating to an equity interest or the purchase or sale of such equity interest), a proof of claim must be filed on or before the applicable Bar Date pursuant to the Procedures;

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<sup>1</sup> The Official Form can be found at [www.uscourts.gov/forms/bankruptcy-forms](http://www.uscourts.gov/forms/bankruptcy-forms), the official website for the United States Bankruptcy Courts. The Claim Form can be found at <https://cases.primeclerk.com/Exide2020/>, the website established by Prime Clerk for the Debtors' chapter 11 cases.

- h. any holder of a claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than a claim arising under section 503(b)(9) of the Bankruptcy Code);
- i. any director or officer of any of the Debtors asserting a claim based on indemnification, contribution, and/or reimbursement, each of whom shall be deemed to have filed a contingent and unliquidated claim against the applicable Debtor(s) with respect to such indemnification, contribution, and/or reimbursement claims;
- j. any professional retained in these chapter 11 cases holding an administrative expense claim for postpetition fees and expenses allowable under section 330, 331, and 503(b) of the Bankruptcy Code;
- k. any holder of a claim limited exclusively to the repayment of principal, interest, fees, expenses, and any other amounts owing under any agreements governing any notes, bonds, debentures, or other debt securities (collectively, the “**Debt Securities**”) issued by any of the Debtors (a “**Debt Claim**”), pursuant to an indenture or credit agreement, as applicable (together, the “Debt Instruments”) if the relevant indenture trustee, administrative agent, registrar, paying agent, loan or collateral agent, or any other entity serving in a similar capacity however designated (each, a “**Debt Agent**”) under the applicable Debt Instrument files a single Proof of Claim in the Debtors’ lead chapter 11 case In re Exide Holdings, Inc. (Case No. 20-11157) (CSS), on or before the applicable Bar Date, against all Debtors under the applicable Debt Instrument on account of all Debt Claims; provided that any holder of a Debt Claim wishing to assert a claim arising out of or relating to a Debt Instrument, other than a Debt Claim, must file a Proof of Claim with respect to such claim on or before the applicable Bar Date, unless another exception identified herein applies; provided, further, that in lieu of attaching voluminous documentation, including documentation for compliance with Bankruptcy Rule 3001(d), the Debt Agent under the Debt Instrument may include a summary of the operative documents with respect to the Debt Claims; or
- l. any person or entity who is not required to file a Proof of Claim pursuant to an order approving the Debtors’ post-petition financing (the “**DIP Order**”), solely with respect to the claims for which no Proof of Claim is required to be filed as set forth in the DIP Order.

**The fact that you have received this Notice does not mean that you have claim or that the Debtors or the Court believe that you have a claim against the Debtors. You should not file a Proof of Claim if you do not have a claim against any of the Debtors.**

### **3. INSTRUCTIONS FOR FILING PROOFS OF CLAIM**

Except as otherwise set forth herein, each entity that asserts a claim against the Debtors that arose before the Commencement Date **MUST** file a Proof of Claim.

**The following procedures with respect to preparing and filing of Proofs of Claim will apply:**

- m. Proofs of Claim must conform substantially to the attached Claim Form or Official Bankruptcy Form No. 410;
- n. Proofs of Claim must be filed (i) electronically through Prime Clerk’s website for these cases (<https://cases.primeclerk.com/Exide2020/EPOC-Index>) by following instructions for filing proofs of claim electronically, (ii) by mailing the original Proof of Claim either by U.S. Postal Service mail or overnight delivery to Prime Clerk’s Claims Processing Center for the Debtors at Exide Holdings, Inc., et al. 2020 Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232 or (iii) by delivering the original Proof of Claim by hand to Prime

Clerk's Claims Processing Center for the Debtors at Exide Holdings, Inc., et al. Claims Processing Center, c/o Prime Clerk LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232;

**If by first class mail, overnight mail, or hand delivery:**

**Exide Holdings, Inc., et al. (2020)**

Claims Processing Center  
c/o Prime Clerk LLC  
850 Third Avenue, Suite 412  
Brooklyn, New York 11232

- o. Proofs of Claim will be deemed filed only when received by Prime Clerk on or before the applicable Bar Date;
- p. Proofs of Claim must (i) be written in the English language; (ii) except for contingent and unliquidated claims, be denominated in lawful currency of the United States as of the Commencement Date (using the exchange rate, if applicable, as of the Commencement Date); (iii) specify by name and case number the Debtor against which the claim is filed; (iv) set forth with specificity the legal and factual basis for the alleged claim; (v) include supporting documentation for the claim or an explanation as to why such documentation is not available; and (vi) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant under penalty of perjury;
- q. If the holder asserts a claim against more than one Debtor or has claims against different Debtors, a separate Proof of Claim form must be filed with respect to each Debtor except as provided in section 2(i) above. If the holder lists multiple Debtors on the Proof of Claim, then the Debtors will treat such claim as if it is filed against the first listed Debtor. If the holder files a Proof of Claim without identifying a Debtor, such Proof of Claim will be deemed as filed only against Exide Holdings, Inc.; and
- r. Prime Clerk will not accept Proofs of Claim sent by facsimile, telecopy, or electronic mail transmission, other than as specifically provided in the Bar Date Order and herein.

**4. CONSEQUENCES OF FAILURE TO TIMELY FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE**

**Pursuant to the Bar Date Order and Bankruptcy Rule 3003(c)(2), any holder of a claim who is required to timely file a Proof of Claim on or before the applicable Bar Date as provided herein, but fails to do so may not be treated as a creditor with respect to such claim for the purposes of voting and distribution in these chapter 11 cases on account of such claim.**

**5. THE DEBTORS' SCHEDULES, ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF**

You may be listed as the holder of a claim against the Debtors in the Debtors' Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**").

If you agree with the nature, amount, and status of your claim as listed in the Schedules and if your claim is not listed in the Schedules as "disputed," "contingent," or "unliquidated," you need not file a Proof of Claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted (i) on the website established by Prime Clerk for the Debtors' cases at <https://cases.primeclerk.com/Exide2020/> and (ii) on the Court's website at <https://www.deb.uscourts.gov/>. (A login

and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)). Copies of the Schedules also may be obtained by written request to the Debtors' claims agent, Prime Clerk, at the address and telephone number set forth below:

**Exide Holdings, Inc., et al. (2020)**

c/o Prime Clerk LLC

850 Third Avenue, Suite 412

Brooklyn, New York 11232

(877)-429-4840

In the event that the Debtors amend or supplement their Schedules subsequent the entry of the Bar Date Order, the Debtors shall give notice of any amendment or supplement to the holders of claims affected by such amendment or supplement, and such holders must file a Proof of Claim by **the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m. (Eastern Time) on the date that is 30 days from the date on which the Debtors provide notice of an amendment or supplement to the Schedules**, or be forever barred from so doing, and such deadline shall be contained in any notice of such amendment or supplement of the Schedules provided to the holders of claims affected thereby.

**6. RESERVATION OF RIGHTS**

Nothing contained in this Notice is intended to or should be construed as a waiver of the Debtors' right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

**If you require additional information regarding the filing of a proof of claim, you may contact the Debtors' Claims and Noticing Agent directly: Prime Clerk LLC, by telephone at (877)-429-4840 (Toll Free) or by e-mail at [Exide2020Info@PrimeClerk.com](mailto:Exide2020Info@PrimeClerk.com).**

**A holder of a possible claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a Proof of Claim.**



## **Annex 2**

# United States Bankruptcy Court, District of Delaware

Fill in this information to identify the case (Select only one Debtor per claim form):		
<input checked="" type="checkbox"/> Exide Holdings, Inc. (Case No. 20-11157)	<input type="checkbox"/> Exide Technologies, LLC (Case No. 20-11158)	<input type="checkbox"/> Dixie Metals Company (Case No. 20-11159)
<input type="checkbox"/> Refined Metals Corporation (Case No. 20-11160)	<input type="checkbox"/> Exide Delaware LLC (Case No. 20-11161)	

## Modified Official Form 410

### Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim		
1. Who is the current creditor?	Paul Drew Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone 9132038933 Contact email cojack45us2gmail.com	Contact phone 9137686400 Contact email aaronmckee@ksmoemploymentlaw.com
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known)	Filed on MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ +75,000. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ +75,000 (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Aaron C. McKee  
Aaron C. McKee (Jul 31, 2020 15:54 CDT)

Email: cojack25us@gmail.com

Name of the person who is completing and signing this claim:

Name Aaron C. McKee  
First name Middle name Last name

Title Attorney

Company McKee Law, L.L.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 222 South Cherry Street  
Number Street

Olathe KS 66061  
City State ZIP Code

Contact phone 9137686400 Email aaronmckee@ksmoemploymentlaw.com

**Attach Supporting Documentation** (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

☒ I have supporting documentation.  
(attach below)

☐ I do not have supporting documentation.

**PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.**

**IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION** When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

## Modified Official Form 410

# Instructions for Proof of Claim

United States Bankruptcy Court

12/15

**These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.**

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.**  
18 U.S.C. §§ 152, 157 and 3571.

### How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.**  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)  
  
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

### Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://cases.primeclerk.com/exide2020>.

### Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.  
11 U.S.C. § 503.

**Claim:** A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.  
11 U.S.C. § 101 (5). A claim may be secured or unsecured.

**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

### Please send completed Proof(s) of Claim to:

Exide Holdings, Inc. Claims Processing Center  
c/o Prime Clerk LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

<b>Do not file these instructions with your form</b>
------------------------------------------------------





# Electronic Proof of Claim\_IXKYK28786

Final Audit Report

2020-07-31

Created:	2020-07-31
By:	Prime Clerk (epoc@primeclerk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVra5i6Zgg6XviY2l-RiVYERLPZuw5ulX

## "Electronic Proof of Claim\_IXKYK28786" History

-  Web Form created by Prime Clerk (epoc@primeclerk.com)  
2020-07-31 - 8:44:04 PM GMT
-  Web Form filled in by Aaron C. McKee (cojack25us@gmail.com)  
2020-07-31 - 8:54:08 PM GMT- IP address: 136.33.196.19
-  (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 6.3; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/84.0.4147.89 Safari/537.36)  
2020-07-31 - 8:54:10 PM GMT- IP address: 136.33.196.19
-  Signed document emailed to Aaron C. McKee (cojack25us@gmail.com) and Prime Clerk (epoc@primeclerk.com)  
2020-07-31 - 8:54:10 PM GMT



## **Annex 3**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20–11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	<b>Re: Docket No. 977</b>

**ORDER CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN OF  
EXIDE HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

Upon the filing by Exide Holdings, Inc. and its affiliated debtors (collectively, the “**Debtors**”) in the above captioned chapter 11 cases (“**Chapter 11 Cases**”), as “proponents of the plan” within the meaning of section 1129 of title 11 of the United States Code (the “**Bankruptcy Code**”), of the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors*, dated October 14, 2020 (Docket No. 977) (as amended, modified, or supplemented in accordance with its terms, the “**Plan**”), which is attached hereto as **Exhibit A**;<sup>2</sup> and the Court having approved the *Amended Disclosure Statement for Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors*, dated August 14, 2020 (Docket No. 743) (the “**Disclosure Statement**”) on a conditional basis and the solicitation procedures related to the Plan, and the Debtors having complied with the solicitation and notice requirements of the *Order (I) Conditionally Approving the Disclosure Statement, (II)*

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms used in this order (the “**Order**”) but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan (as defined below) or as the context otherwise requires.

*Establishing Solicitation, Voting, and Tabulation Procedures, (III) Scheduling a Combined Hearing, (IV) Establishing Notice and Objection Procedures for Final Approval of Disclosure Statement and Confirmation of Plan, and (V) Granting Related Relief* (Docket No. 745) (the “**Disclosure Statement Order**”), see *Affidavit/Declaration of Mailing of Craig Johnson Regarding Solicitation Materials of Service* (Docket No. 793); and the Court having considered the record in these Chapter 11 Cases, the compromises and settlements and transactions embodied in and contemplated by the Plan, the briefs and arguments regarding confirmation of the Plan, the evidence in support of the Plan adduced at the Confirmation Hearing (defined below), and a hearing on confirmation of the Plan having been held on October 15, 2020 and October 16, 2020 (the “**Confirmation Hearing**”); and the Court having issued a bench ruling at the conclusion of the Confirmation Hearing; and after due deliberation; for the reasons stated by the Court at the Confirmation Hearing,

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases, the sale of Acquired Assets owned by the Debtors (the “**Europe/ROW Assets**”), and the Assumed Liabilities of the Debtors, in accordance with the Europe/ROW Purchase Agreement (the “**Europe/ROW Sale Transaction**”), as well as over the transfer of Environmental Trust Assets, the Vernon Environmental Trust Assets, the GUC Trust Assets and the Frisco Assets, pursuant to 28 U.S.C. §§ 157 and 1334.

B. **Core Proceedings.** This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Burden of Proof.** The Plan satisfies the requirements for confirmation of section 1129 of the Bankruptcy Code by a preponderance of evidence.

D. **Adequacy of Disclosure Statement.** The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code and is approved on a final basis.

E. **Solicitation.** The Plan was solicited in good faith and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Disclosure Statement Order. The Debtors participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Disclosure Statement Order, in the solicitation, offer, issuance, sale, and/or purchase of the assets and securities offered under the Plan, and therefore are entitled to the protections of section 1125(e) of the Bankruptcy Code.

F. **Good Faith.** The Plan has been proposed in good faith and not by any means forbidden by law. In so finding, the Court has considered the totality of the circumstances of the Chapter 11 Cases. The Plan is the result of extensive, good faith, arm's length negotiations among the Debtors and their principal constituencies.

G. **The Trustees.** Based upon a review of the record, each of the Superpriority Notes Trustee and the Exchange Priority and First Lien Notes Trustee diligently and in good faith, discharged its duties and obligations pursuant to the Superpriority Notes Indenture and Exchange Priority and First Lien Notes Indenture and all ancillary and related documents and otherwise conducted itself with respect to all matters in any way related to the claims of the holders of the Superpriority Notes, Exchange Priority Notes and First Lien Notes with the same degree of care and skill that a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Accordingly, the Superpriority Notes Trustee and the Exchange Priority and First Lien Notes Trustee have each discharged its duties fully in

accordance with the Superpriority Notes Indenture and Exchange Priority and First Lien Notes Indenture, as applicable and all ancillary and related documents.

H. **Section 1129(b).** The Plan does not “unfairly discriminate” and is “fair and equitable” with respect to the Classes that are Impaired and are deemed to reject the Plan in accordance with section 1129(b) of the Bankruptcy Code.

I. **Releases.**

(i) The releases contained in Section 10.5 of the Plan (the “**Debtor Release**”) are an essential component of the Plan and appropriate. Good and valid justification has been demonstrated in support of the Debtor Release. The Subcommittee was appointed by the Special Committee to, among other things, independently evaluate any claims arising out of certain prepetition affiliate transactions of the Debtors that are proposed to be released under the Plan. The Subcommittee has properly concluded that the Debtor Release is appropriate and supported by adequate consideration provided by the Consenting Creditors and the Transferred Entities, as applicable, in exchange for such releases. The Subcommittee coordinated with the Creditors’ Committee during the course of their investigation, and the Creditors’ Committee independently came to similar conclusions as the Subcommittee with regards to those certain prepetition affiliate transactions. Further, the Debtors provided information regarding the Subcommittee’s investigation to the Global Settlement Parties and, after agreeing to carve the Global Settlement Parties from the releases under Section 10.6 of the Plan, none of the Global Settlement Parties, nor any other party in interest, other than the California DTSC, has opposed the Debtor Release. Accordingly, the releases contained in Section 10.5 of the Plan: (a) are in exchange for the good and valuable consideration provided by the Released Parties; (b) are a good faith settlement and compromise of the Claims released by the Debtors pursuant to Section 10.5 of the Plan; (c) are in

the best interests of the Debtors and all holders of Claims and Interests; (d) are fair, equitable, and reasonable; (e) were given and made after due notice and opportunity for a hearing; (f) were integral to the agreements among the various parties in interest and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code; and (g) confer substantial benefits on the Debtors' Estates. Moreover, the failure to implement the Debtor Release would seriously jeopardize the Debtors' ability to confirm and implement the Plan, including consummation of the Global Settlement.

(ii) The releases contained in Section 10.6 of the Plan (the "**Third Party Release**") are appropriate. Parties subject to the Third Party Release were duly informed of the Third Party Release and given the opportunity to opt out or object. The Confirmation Notice (as defined below) sent to all holders of Claims and Interests expressly included in bold and capitalized font the terms of the Third Party Release, as set forth in Section 10.6 of the Plan. The Ballots sent to all holders of Claims entitled to vote on the Plan included the Third Party Release in the same manner as the Confirmation Notice and set forth the procedures for opting out of the Third Party Release if such holders did not want to be bound thereby. The Third Party Release was emphasized with bold and capitalized font in the Plan, the Disclosure Statement, the Ballots, and the Confirmation Notice.

(iii) The Third Party Release is: (1) in exchange for good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Third Party Release; (3) in the best interests of the Debtors and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third Party Release, except as otherwise set

forth in the Plan. The Third Party Release was a core negotiation point in connection with the Restructuring Support Agreement and the Consenting Creditors would not have agreed to support the Plan without the Third Party Release. As such, the Third Party Release is an integral part of the Plan and was critical in incentivizing the Debtors' and the Debtors' stakeholders to negotiate a Plan that maximizes value for the Debtors' stakeholders and resolves complex and substantial liabilities. The Third Party Release is appropriately tailored under the facts and circumstances of these Chapter 11 Cases.

(iv) Moreover, the Released Parties – including the Consenting Creditors and the Transferred Entities – have made a substantial contribution in exchange for the Third Party Release. Among other things: (i) the Consenting Creditors negotiated a Restructuring Support Agreement with the Debtors under which the Consenting Creditors submitted a credit bid for the Europe/ROW Assets and participated in a robust bidding process pursuant to the Bidding Procedures, and, upon being selected as the successful bidder, agreed to enter into the Europe/ROW Purchase Agreement and consummate the Sale Transactions, (ii) the Plan has been unanimously accepted and approved by holders of Superpriority Notes Guarantee Claims, Exchange Priority Notes Claims, and First Lien Notes Claims, (iii) the Transferred Entities, at the direction of, and pursuant to a loan made by, the Consenting Creditors and in accordance with the Global Settlement, contributed (v) the Environmental Global Settlement Payment to the Environmental Response Trust; (w) if applicable, the Vernon Global Settlement Payment to the Vernon Environmental Response Trust; (x) the Frisco Global Settlement Payment to TCEQ, and (y) the GUC Global Settlement Payment to the GUC Trust, and (z) the PBGC Settlement Payment to the PBGC, (iv) the Consenting Creditors have agreed, pursuant to the Plan and upon the occurrence of the Effective Date, to waive (x) all of their Liens on or against the Non-

Performing Properties and (y) any Claims, Interests, or Causes of Action against the GUC Trust or the GUC Trust Assets, including any Notes Deficiency Claims or any other General Unsecured Claims, and (v) certain of the Consenting Creditors, in their capacities as DIP Lenders, extended a portion of the critical and necessary postpetition financing to the Debtors' businesses during the Chapter 11 Cases by funding the DIP Facility.

(v) The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the releases provided for in Sections 10.5 and 10.6 of the Plan. Accordingly, based upon the record of the Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Confirmation Hearing, the releases set forth in Article X of the Plan are consistent with the Bankruptcy Code and applicable law and are approved.

J. **Exculpation.** The exculpation provided by Section 10.7 of the Plan for the benefit of the Exculpated Parties is appropriately tailored to the circumstances of these Chapter 11 Cases. Notwithstanding the provisions of Section 10.7 of the Plan, Related Parties of Exculpated Parties are only exculpated under Section 10.7 of the Plan to the extent such Related Party is a fiduciary.

K. **Notice and Opportunity to Object.** As evidenced by the affidavits and certificates of service and publication notice previously filed with the Court, due, proper, timely, adequate, and sufficient notice of the Plan, the Confirmation Hearing, the Global Settlement, including the Environmental Settlement Agreement and the Frisco Settlement Agreement, the Europe/ROW Sale Transaction, and the Europe/ROW Purchase Agreement, has been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and Bidding Procedures Order to all interested Persons and entities.



L. **Business Justification.** The Debtors have demonstrated compelling circumstances and good, sufficient and sound business purposes and justifications for this Court to approve (i) the credit bid made by the Exchange Priority and First Lien Notes Trustee and assigned to the Buyer pursuant to the Europe/ROW Purchase Agreement, (ii) the transfer to the Buyer of the Acquired Assets owned by the Debtors and the assumption by the Buyer (or its designee) of the Assumed Liabilities of the Debtors in accordance with the Europe/ROW Purchase Agreement and the related Transaction Agreements, (iii) the actions contemplated by the Alternative Acquisition Structure, and (iv) the transfer of the Environmental Trust Assets, the Vernon Environmental Trust Assets (if applicable), the GUC Trust Assets and the Frisco Assets owned by the Debtors to the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust and the Frisco CDC, respectively, pursuant to sections 1123(a)(5), 1123(b) and 1141(c) of the Bankruptcy Code. The Debtors' entry into and performance under the Europe/ROW Purchase Agreement and the Global Settlement Documents: (x) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (y) provide value to, and are beneficial to, the Debtors' Estates, and are in the best interests of the Debtors and their Estates, creditors and other parties in interest; and (z) are reasonable and appropriate under the circumstances.

M. **Opportunity to Object.** In compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the Bidding Procedures Order, a fair and reasonable opportunity to object or be heard with respect to the Plan, the Global Settlement, the Global Settlement Documents, the Europe/ROW Sale Transaction, and the Europe/ROW Purchase Agreement, has been afforded to all interested Persons.

N. **Best Interests.** The actions represented to have been taken, or to be taken, by the Debtors, the Global Settlement Parties, the Trustees and the Buyer are appropriate under the circumstances of these Chapter 11 Cases and are in the best interests of the Debtors, their Estates, creditors, and other parties in interest. Approval of the Global Settlement, the Global Settlement Documents, the Europe/ROW Purchase Agreement, the Alternative Transaction Structure, the Europe/ROW Sale Transaction and all other features of the Plan, including the Releases, are in the best interests of the Debtors, their creditors, their Estates and all other parties in interest.

O. **Prompt Consummation.** The Europe/ROW Purchase Agreement, the Europe/ROW Sale Transaction, the Global Settlement, the Global Settlement Documents, and all other features of the Plan must be approved and, subject to paragraph 45 of this Order, consummated as promptly as practicable in order to preserve the value of the Europe/ROW Assets and the viability of the business to which the Europe/ROW Assets relate as a going concern, the orderly administration of the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), and the GUC Trust, and to minimize administrative expenses of the Debtors and maximize recoveries to the Debtors' creditors.

P. **Corporate Authority.** Each applicable Debtor (i) has full organizational power and authority to execute the Europe/ROW Purchase Agreement, the related Transaction Agreements, the Global Settlement Documents, and all other documents contemplated thereby, and the Europe/ROW Sale Transaction, the Global Settlement, and all other features of the Plan, as applicable, have been duly and validly authorized by all necessary organizational action of each applicable Debtor, (ii) has all of the organizational power and authority necessary to consummate the transactions contemplated by the Europe/ROW Purchase Agreement, the related

Transaction Agreements, the Global Settlement Documents, and all other documents contemplated thereby, (iii) has taken all organizational action necessary to authorize and approve the Europe/ROW Purchase Agreement, the related Transaction Agreements, the Global Settlement Documents, and all other documents contemplated thereby and the consummation by the Debtors of the Europe/ROW Sale Transaction and the Global Settlement, and (iv) needs no consents or approvals, other than those expressly provided for in the Europe/ROW Purchase Agreement, the related Transaction Agreements, or the Global Settlement Documents, from any other person to consummate the Europe/ROW Sale Transaction and the terms of the Global Settlement.

#### **Global Settlement Agreement**

Q. **Good-Faith Settlement Negotiations.** Following the appointment of the Creditors' Committee and the entry of the *Order Governing Settlement Procedures with Governmental Agencies Relating to Non-Performing Properties* (Docket No. 242), and concurrently with the Debtors' postpetition marketing process, the Debtors engaged in good-faith and arm's-length negotiations with the Global Settlement Parties that culminated in the acceptance of the Mediators' Proposal by the Debtors, the Ad Hoc Group, the Creditors' Committee, and the Environmental Sureties, and attorneys representing the Settling Governmental Authorities, and California Department of Toxic Substances Control participated in the mediation. The attorneys for the California Department of Toxic Substances Control, agreed to recommend to their client that it accept the Mediators' Proposal. The California Department of Toxic Substances Control did not accept or become a party to the Global Settlement.

R. **Resolution of Disputes.** The Global Settlement resolves all issues and disputes relating to: (i) the abandonment of the Debtors' Non-Performing Properties (other than the Vernon Non-Performing Property); (ii) the Europe/ROW Sale Transaction; (iii) the Americas Sale Transaction and use of proceeds realized therefrom; (iv) claims related to the prepetition transactions that were the subject of the investigation by the Subcommittee and concurrently evaluated by the Creditors' Committee and certain other Global Settlement Parties; and (v) certain other issues and disputes. The terms of the Global Settlement are incorporated in the Plan.

S. **Global Settlement is Fair and Equitable.** The Global Settlement, including the Environmental Settlement Agreement and the Frisco Settlement Agreement, was negotiated in good faith and at arm's length and is an essential element of the Plan. The Global Settlement is fair, equitable, and in the best interest of the Debtors, the Debtors' Estates, the Debtors' creditors, and all parties in interest, and satisfies the standards for approval under Bankruptcy Rule 9019. The Environmental Settlement Agreement is fair, reasonable, and consistent with environmental law as harmonized with bankruptcy law.

#### **Sale and/or Transfer of Assets of the Debtors**

T. **Title to the Europe/ROW Assets.** The Europe/ROW Assets owned by the Debtors, including, for the avoidance of doubt, the Transferred Equity Interests owned by Exide Technologies, LLC, which will be transferred prior to the Europe/ROW Closing in accordance with the Alternative Transaction Structure, constitute property of Debtors' Estates and good title is presently vested with the Debtors' within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owner of the Europe/ROW Assets owned by the

Debtors, with all rights, title and interests to such Europe/ROW Assets, and no other person has any ownership right, title, or interests therein.

U. **Title to the Environmental Trust Assets.** The Environmental Trust Assets owned by the Debtors constitute property of Debtors' Estates and good title is presently vested with the Debtors within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owner of the Environmental Trust Assets owned by the Debtors, with all rights, title and interests to such Environmental Trust Assets, and except as otherwise provided in the Environmental Settlement Agreement, no other person has any ownership right, title, or interests therein.

V. **Title to the Frisco Assets.** The Frisco Assets owned by the Debtors constitute property of Debtors' Estates and good title is presently vested with the Debtors within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owner of the Frisco Assets owned by the Debtors, with all rights, title and interests to such Frisco Assets, and except as otherwise provided in the Frisco Settlement Agreement, no other person has any ownership right, title, or interests therein.

W. **Title to the Vernon Environmental Trust Assets.** The Vernon Environmental Trust Assets owned by the Debtors constitute property of Debtors' Estates and good title is presently vested with the Debtors' within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owner of the Vernon Environmental Trust Assets owned by the Debtors, with all rights, title and interests to such Vernon Environmental Trust Assets, and no other person has any ownership right, title, or interests therein.

X. **Extensive Efforts by Debtors.** As of the Commencement Date and for a period of more than 16 months preceding the Commencement Date, the Debtors, with the assistance of

their counsel and other advisors, evaluated strategic alternatives including extensive marketing efforts for both the Americas Assets and the Europe/ROW Assets. The Debtors have presented credible evidence that they explored various strategic alternatives for the Debtors' businesses over an extended period of time and communicated with numerous parties regarding, among other potential transactions, a possible sale of all or substantially all of the Debtors' assets. The Europe/ROW Sale Transaction is the result of the Debtors' extensive efforts in seeking to maximize recoveries to the Debtors' Estates for the benefit of creditors.

Y. **Compliance with Bidding Procedures.** The Bidding Procedures were substantively and procedurally fair to all parties, including all potential bidders. The Bidding Procedures afforded adequate notice and a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Europe/ROW Assets. The Debtors, the Buyer and their respective advisors have complied with the Bidding Procedures and the Bidding Procedures Order in all respects.

Z. **Adequate Marketing; Highest or Best Offer.** Other than the Europe/ROW Purchase Agreement, no Qualified Bids for the Europe/ROW Assets were received by the Debtors before the Bid Deadline. The Debtors cancelled the Auction for the Europe/ROW Assets owned by the Debtors in accordance with the Bidding Procedures Order and, on July 23, 2020, caused the *Notice of Successful Bidders for Americas Assets and Europe/ROW Assets* (Docket No. 591) to be filed with the Court identifying the Buyer as the Successful Bidder of the Europe/ROW Assets owned by the Debtors in accordance with the Bidding Procedures. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Confirmation Hearing, and (ii) the representations of counsel made on the record at the Confirmation Hearing, (a) the Debtors and their advisors have adequately marketed the Europe/ROW Assets owned by

the Debtors and conducted the sale process in compliance with the Bidding Procedures and Bidding Procedures Order; (b) a full, fair, and reasonable opportunity was given to all Persons to make a higher or better offer to purchase the Europe/ROW Assets; (c) no Person, other than the Buyer, timely submitted a Qualified Bid in accordance with the Bidding Procedures Order; (d) the Buyer submitted the highest and best bid for the Europe/ROW Assets owned by the Debtors and was designated as the Successful Bidder; (e) the consideration provided by the Buyer under the Europe/ROW Purchase Agreement constitutes the highest and best offer for the Europe/ROW Assets owned by the Debtors; (f) the consideration provided by the Buyer for the Europe/ROW Assets owned by the Debtors under the Europe/ROW Purchase Agreement is fair and reasonable consideration for the Europe/ROW Assets owned by the Debtors and constitutes reasonably equivalent value under the Bankruptcy Code, (g) the consideration provided by the Buyer for the Europe/ROW Assets owned by the Debtors under the Europe/ROW Purchase Agreement provides reasonably equivalent value and constitutes fair consideration under the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the Uniform Voidable Transactions Act, (h) taking into consideration all relevant factors and circumstances, the Europe/ROW Sale Transaction will provide a greater recovery for the Debtors' creditors than would be provided by any other practically available alternative, including liquidation under chapters 7 or 11 of the Bankruptcy Code; (i) no other Person has offered to purchase the Europe/ROW Assets owned by the Debtors for greater economic or non-economic value to the Debtors or their Estates; and (j) the Debtors' determination that the Europe/ROW Sale Transaction and the Europe/ROW Purchase Agreement constitutes the highest and best offer for the Europe/ROW Assets owned by the Debtors constitutes a valid, sound and reasonable exercise of the Debtors' independent business judgment.

AA. **Good Faith; No Collusion.** The Europe/ROW Purchase Agreement and all aspects of the Europe/ROW Sale Transaction and the Alternative Transaction Structure were negotiated, proposed, and entered into by the Debtors and the Buyer and each of their management, board of directors or equivalent governing body, officers, directors, employees, agents, members, managers, equity holders and representatives, in good faith, without collusion or fraud, and from arms'-length bargaining positions. The Buyer has proceeded in good faith in all respects in that, among other things: (i) the Buyer has recognized that the Debtors were free to deal with any Person in connection with the marketing and sale of the Europe/ROW Assets; (ii) the Buyer has complied with the applicable provisions of the Bidding Procedures Order in all respects; (iii) the Buyer's bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; and (iv) all payments to be made by the Buyer under the Europe/ROW Purchase Agreement, the related Transaction Agreements, and all other material agreements or arrangements entered into by the Buyer and the Debtors in connection with the Europe/ROW Sale Transaction have been disclosed and are reasonable and appropriate. Neither the Debtors nor the Buyer, nor any affiliate of the Buyer, have engaged in collusion or fraud. Specifically, the Buyer has not acted in a collusive manner with any Person or entity. The Trustees have acted in good faith in all respects.

BB. **Free and Clear Transfers.** Except as expressly provided for in the Plan, the Europe/ROW Purchase Agreement, the Environmental Settlement Agreement, or the Frisco Settlement Agreement, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code (i) all property of the Debtors' Estates constituting the Europe/ROW Assets under the Europe/ROW Purchase Agreement (which, for the avoidance of doubt, includes the Transferred Equity Interests provided under Schedule A of the Europe/ROW Purchase



Agreement) shall vest free and clear in the Buyer (whether transferred directly or indirectly by the Debtors to the Buyer in accordance with the Alternative Transaction Structure), *provided*, that the foregoing shall not impair or otherwise affect any defensive rights of recoupment under applicable nonbankruptcy law; (ii) all property of the Debtors' Estates constituting the GUC Trust Assets shall vest free and clear in the GUC Trust; (iii) all property of the Debtors' Estates constituting Environmental Trust Assets shall vest free and clear in the Environmental Response Trust; (iv) if transferred in accordance with the Plan, all property of the Debtors' Estates constituting Vernon Environmental Trust Assets shall vest free and clear in the Vernon Environmental Response Trust; (v) all property of the Debtors' Estates constituting Frisco Assets shall vest free and clear in the Frisco CDC pursuant to the Frisco Settlement Agreement; and (vi) all remaining property of the Debtors' Estates shall vest free and clear in the Wind-Down Estates (such transferred and vested property, the "**Transferred Debtor Property**"). The term "free and clear" shall mean that such Transferred Debtor Property is transferred and shall vest free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, mortgages, deeds of trust, pledges, charges, security interests, of whatever kind or nature, rights of first refusal, rights of offset, royalties, conditional sales or title retention agreements, hypothecations, preferences, debts, easements, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign domestic governmental entity, taxes (including foreign, state and local taxes), covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances and other claims or interests of any kind or nature whatsoever against the Transferred Debtor Property, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions,

obligations, demands, guaranties, rights, contractual commitments, restrictions (including, but not limited to, the deed restrictions described and set forth in the Frisco Settlement Agreement), product liability claims, environmental liabilities, employment or labor law claims or liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against any of the Debtors, and any derivative, vicarious, transferee or successor liability claims, alter ego claims, *de facto* merger claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether known or unknown, contingent or matured, liquidated or unliquidated, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material statutory or non-statutory, legal or equitable, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to any of the Debtors, any of the Debtors' interests in the Transferred Debtor Property, or the operation of any of the Debtors' businesses before the Effective Date (collectively, the "**Claims**"), *provided, however*, Transferred Debtor Property that is real property located in the United States shall not transfer free and clear of any existing *in rem* obligations that do not secure the payment of Claims (such as easements or deed restrictions), and as to any Transferred Debtor Property in which a governmental unit holds an interest that is subject to regulatory requirements under a governmental grant or award, including but not limited to, 10 C.F.R. 600.321, such Transferred Debtor Property (which, for the avoidance of doubt, shall not include the Europe/ROW Assets)

shall not transfer free and clear of such governmental unit interest, except as set forth in the Frisco Settlement Agreement.

CC. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Transferred Debtor Property shall be forever barred, estopped and permanently enjoined from creating, perfecting, pursuing, enforcing, attaching, collecting, recovering, or asserting such Claims against the Transferred Debtor Property, the Buyer, the Transferred Entities, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, the Frisco Governmental Authorities, or any of their respective Affiliates or any of their respective property, successors or assigns, as an alleged successor or on any other ground, except as permitted by the Plan.

DD. **Necessity of Free and Clear Transfer.** (i) The Buyer would not have entered into the Europe/ROW Purchase Agreement and would not consummate the value maximizing transaction contemplated thereby, and (ii) the Global Settlement Parties would not have entered into the Global Settlement, if the Claims against the Debtors or the Transferred Debtor Property were not discharged or, if the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, or the Frisco Governmental Authorities, would, or in the future could be, liable for any such Claims, that are not expressly assumed.

EE. **Necessity of Order.** The Buyer would not have entered into the Europe/ROW Purchase Agreement, and the Buyer and Trustees would not consummate the Europe/ROW Sale Transaction and the Global Settlement Parties would not have entered into the Global Settlement and consummate the Global Settlement, without all of the relief provided for in this Order, including that the transfer of the Transferred Debtor Property free and clear of all Claims,

Interests, Liens, and encumbrances, including rights or Claims based upon successor or transferee liability.

**Treatment of Assumed Contracts**

FF. **Notice and Opportunity to Object to Cure Costs.** As evidenced by the affidavits and certificates of service and publication notice previously filed with the Court, due, proper, timely, adequate, and sufficient notice of the *Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 353); *Second Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* (Docket No. 647); and the Revised Assumption Schedule for the Europe/ROW Transaction and the Assumption Schedule for the Environmental Response Trust, attached as Exhibit A-1 to the *Notice of Filing of Second Plan Supplement* (Docket No. 825) and Exhibit A-1 to the *Notice of Filing of Third Plan Supplement* (Docket No. 939)(collectively, the “**Cure and Assumption Notices**”), have been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and Bidding Procedures Order to all interested Persons and entities.

GG. **Cure Notice.** As evidenced by the affidavits of service filed with the Court, the Debtors have served, prior to the Confirmation Hearing, the Cure and Assumption Notices on each non-Debtor counterparty to the Assumed Contracts (each, a “**Counterparty**” and collectively, the “**Counterparties**”), which provided notice of the Debtors’ intent to potentially assign such Assumed Contracts (to the extent the Assumed Contract is an executory contract or lease) and notice of the related proposed Cure Costs upon each respective Counterparty. The service of the Cure and Assumption Notices were timely, good, sufficient and appropriate under

the circumstances and no further notice need be given with respect to the Cure Costs for the assumption of the Assumed Contracts. All Counterparties to the Assumed Contracts have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Cure Notice and to the assumption of the Assumed Contracts in accordance with the Bidding Procedures Order.

HH. **Assignment of Assumed Contracts.** It is an exercise of the Debtors' reasonable and sound business judgment to assign the assumed contracts in connection with the consummation of the Europe/ROW Sale Transaction and the Global Settlement (the "**Assumed Contracts**"), and the assignment of the Assumed Contracts is in the best interests of the Debtors and their Estates.

II. **Cure/Adequate Assurance.** The Debtors, the Buyer, the Environmental Response Trust, and/or the Frisco Governmental Authorities (except TCEQ) have cured or demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the Effective Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code. Unless otherwise agreed to by the parties, the Cure Costs set forth in the Cure Notice are deemed the amounts necessary to "cure" within the meaning of section 365(b)(1) of the Bankruptcy Code all "defaults" within the meaning of section 365(b) of the Bankruptcy Code under such Assumed Contracts. The Buyer's, the Environmental Response Trust's, or the Frisco Governmental Authorities' (except TCEQ) promise to perform the obligations under the Assumed Contracts, as applicable, after the Effective Date shall constitute adequate assurance of future performance of, and under, the Assumed Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. All Counterparties who did not timely file an objection to the assumption of the Assumed Contracts in accordance with the Plan, the Plan Supplement, and the Cure and Assumption Notices are deemed to consent to

the assumption by the Buyer, the Environmental Response Trust, or the Frisco Governmental Authorities (except TCEQ), of their respective Assumed Contract. The Court finds that with respect to all such Assumed Contracts the payment of the Cure Costs is appropriate and is deemed to fully satisfy the Debtors' obligations under section 365(b) of the Bankruptcy Code. Accordingly, all of the requirements of sections 1123(b)(2) and 365(b) of the Bankruptcy Code have been satisfied for the assumption by the Debtors of each of the Assumed Contracts.

JJ. **Valid and Binding Contract.** The Europe/ROW Purchase Agreement, the related Transaction Agreements and the Global Settlement Documents are valid and binding contracts among the Debtors, the Buyer, the Trustees, and the Global Settlement Parties, as applicable, and shall be enforceable pursuant to their respective terms. The Europe/ROW Purchase Agreement, the related Transaction Agreements, and the Global Settlement Documents were not entered into for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession or the District of Columbia. None of the Debtors, the Buyer, the Trustees, nor any of the Global Settlement Parties is, or will be, entering into the Europe/ROW Purchase Agreement or the Global Settlement, and transactions contemplated therein, as applicable, fraudulently (including with respect to statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing) or for an otherwise improper purpose. The Europe/ROW Purchase Agreement, the Europe/ROW Sale Transaction, the Global Settlement and the Global Settlement Documents, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, and

any chapter 7 or chapter 11 trustee appointed in the Chapter 11 Cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

KK. **Unenforceability of Anti-Assignment Provisions.** Anti-assignment provisions in any Assumed Contract assumed by the Buyer, the Environmental Response Trust, or the Frisco Governmental Authorities (except TCEQ), as applicable—including any provisions requiring rating agency confirmation, “no downgrade” letters, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code—shall not restrict, limit, or prohibit the assumption, assignment, and sale of the Assumed Contracts and are unenforceable anti-assignment provisions within the meaning of section 365(f) of the Bankruptcy Code.

LL. **Abandonment of Vernon Non-Performing Property.** The findings of fact and conclusions of law set forth on **Schedule 1** to this Order as to the abandonment of the Vernon Non-Performing Property are incorporated herein by reference in their entirety. Such findings and conclusions shall govern the abandonment of the Vernon Non-Performing Property to the extent Vernon Non-Performing is abandoned in accordance with the terms of the Plan and this Order.

MM. **PBGC Settlement.** The PBGC Settlement Payment has been negotiated in good faith and is fair and reasonable.

NN. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

**FURTHER, IT IS HEREBY ORDERED THAT:**

**Final Approval of Disclosure Statement**

1. The Disclosure Statement: (i) contains “adequate information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein, and (ii) is approved on a final basis.

**Confirmation of the Plan**

2. The Plan is confirmed as set forth herein.

3. The findings of fact and conclusions of law listed above, as well as any additional findings of fact and conclusions of law announced by this Court at the Confirmation Hearing, are hereby incorporated into this Confirmation Order.

4. Any and all objections to the approval and entry of this Order, the approval of the Plan, the Global Settlement, the Europe/ROW Sale Transaction, including any objections to Cure Amounts or adequate assurance of future performance, the assumption and/or assumption and assignment of executory contracts and unexpired leases, or any terms of the Europe/ROW Purchase Agreement, the Environmental Settlement Agreement or the Frisco Settlement Agreement that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

5. The documents contained in the Plan Supplement, including the final Environmental Settlement Agreement, final Frisco Settlement Agreement, and the final Europe/ROW Purchase Agreement are integral to the Plan and are approved in their entirety. The Debtors, the Plan Administrator, the GUC Trustee, the Environmental Trustee, the Vernon Environmental Trustee, the Buyer, the Trustees, and each Global Settlement Party (as applicable)



are authorized to take all actions required under the Plan, the Plan Supplement, and the Europe/ROW Purchase Agreement, including the Alternative Transaction Structure, to effectuate the Plan, the Global Settlement embodied therein, and the transactions contemplated therein.

6. The terms and provisions of the Plan, including the terms of the Europe/ROW Purchase Agreement, the Environmental Settlement Agreement and the Frisco Settlement Agreement, and the exhibits thereto, are incorporated herein by reference and are an integral part of this Order. The terms of the Plan, the documents contained in the Plan Supplement, including the Environmental Settlement Agreement and the Frisco Settlement Agreement, the Europe/ROW Purchase Agreement, and all exhibits and other relevant and necessary documents related thereto or contemplated thereby shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, the Transferred Entities, any affected third parties, all holders of equity interests in the Debtors, all holders of any Claims, whether known or unknown, against the Debtors, any holders of Claims against, or on all or any portion of the Acquired Assets owned by the Debtors, including, but not limited to, all contract counterparties, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors and assigns.

7. **Cancellation of Superpriority Notes and Discharge of Debtor Guarantee Claims.** Prior to the Europe/ROW Closing, the Consenting Creditors shall contribute the Superpriority Notes, together with all of the outstanding Claims arising thereunder and under the Superpriority Notes Indenture to the Europe/ROW Purchaser in exchange for preferred equity

interests of the Europe/ROW Purchaser. After the Europe/ROW Closing, the Europe/ROW Purchaser and the Superpriority Noteholders shall deliver, or be deemed to deliver, all of the Superpriority Notes to Exide International for cancellation and the Superpriority Notes shall be cancelled. At the Europe/ROW Closing, and without limiting the above, and without any further action by the Consenting Creditors, the Europe/ROW Purchaser or any other party or person or further order of the Bankruptcy Court: (i) the Superpriority Notes Guarantee Claims against the Debtors shall be deemed fully satisfied, and the Guarantees granted by the Debtors shall be released, and discharged, (ii) any liens or security interests granted by the Debtors under the Superpriority Notes Indenture and the Superpriority Security Documents shall be deemed terminated, released, discharged and without further effect, and (iii) all existing defaults by the Debtors under the Superpriority Notes Indenture shall be waived. The Superpriority Notes Indenture and Superpriority Security Documents and all outstanding Claims arising under the Superpriority Notes Indenture shall be cancelled and terminated and the Superpriority Notes Indenture Trustee shall be released and discharged of all obligations thereunder in accordance with a supplemental indenture and executed by Exide International, Exide Holdings, and the Superpriority Notes Trustee in accordance with the Superpriority Notes Indenture. For the avoidance of doubt, and in accordance with the Superpriority Notes Indenture, Exide International shall immediately deliver, or be deemed to deliver and surrender, all of the Superpriority Notes upon receipt thereof to the Superpriority Notes Trustee for cancellation.

8. **Cancellation of Existing Securities and Agreements.** Except for the purpose of evidencing a right to a distribution under the Plan, effectuating the Europe/ROW Sale Transaction and except as otherwise set forth in the Plan, all notes, instruments, other securities, and other evidence of debt issued, including, but not limited to, the Exchange Priority and First

Lien Notes Indenture and the Legacy Notes Indentures and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors and all guarantors thereunder, shall be deemed fully satisfied, released, and discharged. For the avoidance of doubt, but subject to Section 5.16(b) of the Plan, on the Effective Date, the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures shall be deemed terminated and cancelled and the Exchange Priority and First Lien Notes Trustee and Legacy Notes Trustee shall be discharged and released without any further action, and the Debtors' Estates will have no further claims against any non-Debtors on account of any guarantee obligations under the Exchange Priority and First Lien Notes Indenture.

9. The Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures shall continue in effect to the extent necessary to: (i) allow the Plan Administrator, Exchange Priority and First Lien Notes Trustee, or Legacy Notes Trustee, as applicable, to make distributions under the Plan; (ii) allow the Exchange Priority and First Lien Trustee to effectuate the Europe/ROW Sale Transaction; (iii) permit the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to assert the applicable Exchange Priority Trustee Charging Lien, First Lien Trustee Charging Lien, and Legacy Notes Charging Lien, as applicable; (iv) allow the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to maintain any right of indemnification, contribution, subrogation or any other claim or entitlement it may have under the Exchange Priority and First Lien Notes Indenture or the Legacy Notes Indentures, as applicable; (v) allow the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to exercise their rights and obligations at the direction of the Requisite Noteholders relating to the interests of its holders under the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures, as applicable; (vi) permit the

Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to perform any functions that are necessary to effectuate the powers outlined in section 5.16 of the Plan. For the avoidance of doubt, all indemnification obligations and expense reimbursement obligations of the Debtors arising under the Exchange Priority and First Lien Notes Indenture in favor of the Exchange Priority and First Lien Notes Trustee, or its directors, officers, employees, agents, affiliates, controlling persons, and legal and financial advisors, shall survive, remain in full force and effect, and be enforceable against the Plan Administrator on and after the Effective Date, and shall be enforceable through, among other things, the exercise of the applicable Exchange Priority Trustee Charging Lien and First Lien Trustee Charging Lien. Subsequent to the performance by the Exchange Priority and First Lien Notes Trustee of its obligations pursuant to the Plan, the Exchange Priority and First Lien Notes Trustee and its agents shall be relieved of all further duties and responsibilities related to the Exchange Priority and First Lien Notes Indenture and shall be discharged.

10. Any failure of this Order to specifically include or refer to any particular article, section, or provision of the Plan, the documents contained in the Plan Supplement, including the Environmental Settlement Agreement and the Frisco Settlement Agreement, the Europe/ROW Purchase Agreement, the Alternative Transaction Structure, the GUC Trust Agreement, or any exhibit or document related thereto, or contemplated thereby, does not, and shall not be, deemed to diminish or impair the effectiveness or enforceability of such article, section, or provision; it being the intention of the Court that all such documents are approved in their entirety.

11. Subject to payment of any applicable filing fees under applicable non-bankruptcy law, each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents, mortgages and

instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan, the Global Settlement embodied therein, and this Order.

12. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by the Court or any other Entity: (a) Releases by the Debtors (Section 10.5); (b) Releases by Holders of Claims and Interests (Section 10.6)); (c) Exculpation (Section 10.7); and (d) Injunction (Section 10.3). Additionally, (i) the Mutual Releases under Section 12.22 of the Europe/ROW Purchase Agreement, and (ii) the Covenants Not to Sue and Reservation of Rights contained in Article IX of the Environmental Settlement Agreement and Article VIII of the Frisco Settlement Agreement are heavily negotiated and integral conditions of the Global Settlement and are hereby approved and will be effective immediately on the Effective Date without further order or action by the Court or any of the parties to such release or covenant not to sue.

13. The Debtors shall cause to be served a notice (the “**Confirmation Notice**”) of the entry of this Order and the Administrative Expense Claims Bar Date (as defined herein) upon: (a) all parties listed in the creditor matrix maintained by Prime Clerk LLC (the “**Claims and Noticing Agent**”), and (b) such additional persons and entities as deemed appropriate by the Debtors, no later than five (5) business days after the entry of this Order, or as soon as practicable thereafter. The Debtors shall cause the Confirmation Notice to be published in the national editions of *The New York Times* and *USA Today* no later than five (5) business days after the entry of this Order, or as soon as practicable thereafter.

### **The Global Settlement**

14. The compromises and settlements set forth in the Plan, including, but not limited to, the Global Settlement, are approved and will be effective immediately and binding on all parties in interest on the Effective Date. The following changes are made to the Environmental Settlement Agreement by agreement of the parties thereto:

- a. Westchester shall make its required contributions under Paragraphs 9 and 60 not later than ten business days after the Effective Date.
- b. The Environmental Trustee and Vernon Environmental Trustee shall be the entities appointed by this Order in Paragraphs 15 and 19 hereof.
- c. The provisions regarding “Vernon Net Excess Funding” in paragraph 78 are modified to read as follows: “. . . The Vernon Environmental Trustee shall distribute the Vernon Net Excess Funding in the following manner and order: First, the Vernon Environmental Trustee shall retain from such Net Excess Funding an amount equal to the Vernon Settlement Payment or other payments that were initially transferred to the Vernon Environmental Trust Account pursuant to Paragraph 58. Then, second, the Vernon Environmental Trustee shall transfer any remaining Net Excess Funding to Westchester until Westchester has received the full penal sum of the Vernon Bond. Then, finally, the Vernon Environmental Trustee shall, as instructed in writing by CADTSC, transfer any remaining Vernon Net Excess Funding to the California Toxic Substances Control Account.”

15. **Environmental Response Trust.** The formation, rights, powers, duties, structure, obligations and other matters pertaining to the Environmental Response Trust shall be governed by the Plan, the Environmental Settlement Agreement and the Environmental Trust

Agreement. Exide Environmental Response Corporation is appointed as the Environmental Trustee of the Environmental Response Trust.

16. On the Effective Date, the Environmental Trust Assets shall be transferred by the Debtors or the Transferred Entities, as applicable (and deemed transferred), to the Environmental Response Trust free and clear (as defined in paragraph BB hereto) of all Claims, Interests, Liens, and encumbrances, including rights or Claims based upon successor or transferee liability, without the need for any Entity to take any further action or obtain approval. Thereupon, the Debtors shall have no interest in the Environmental Trust Assets or the Environmental Response Trust.

17. Westchester shall make all required contributions to the Environmental Response Trust or for the Reading Battery and Reading Residential, PA Designated Site to the Commonwealth of Pennsylvania, for deposit into the Pennsylvania Solid Waste Abatement Fund, in accordance with the Environmental Settlement Documents, provided that notwithstanding anything in the Environmental Settlement Documents, such contribution shall be made not later than ten business days after the Effective Date.

18. For the avoidance of doubt, except to the extent that a holder of an Allowed Environmental NPP Claim agrees to less favorable treatment of such Claim or otherwise, in full and final satisfaction and release of, and exchange for, such Allowed Environmental NPP Claim, each holder of an Allowed Environmental NPP Claim shall receive and be subject to the treatment as provided under Section 4.8(b) of the Plan; provided, that the foregoing shall not affect any defensive rights of set-off or recoupment of any of the Settling Governmental Authorities against any Claim asserted by the Debtors, Wind-Down Estates, Plan Administrator, the GUC Trust, or GUC Trustee.

19. **Vernon Environmental Response Trust.** If the Vernon Trust Condition and the Payment Condition set forth in the Plan have been satisfied, the Vernon Environmental Response Trust will be created and the formation, rights, powers, duties, structure, obligations and other matters pertaining to the Vernon Environmental Response Trust shall be governed by the Plan, the Environmental Settlement Agreement and the Vernon Environmental Trust Agreement, and the Vernon Environmental Response Corporation is appointed as the Vernon Environmental Trustee of the Vernon Environmental Response Trust..

20. On the Effective Date, to the extent provided for in the Plan, and subject to paragraph 50 below, the Vernon Environmental Trust Assets shall be transferred by the Debtors or the Transferred Entities, as applicable (and deemed transferred), to the Vernon Environmental Response Trust free and clear of all Claims, without the need for any Entity to take any further action or obtain approval and Westchester shall make all required contributions to the existing standby trust for the Vernon, CA NPP, in accordance with the Environmental Settlement Documents, provided that notwithstanding anything in the Environmental Settlement Documents such contributions shall be made not later than ten business days after the Effective Date. Thereupon, the Debtors shall have no interest in the Vernon Environmental Trust Assets or the Vernon Environmental Response Trust.

21. **GUC Trust.** The formation, rights, powers, duties, structure, obligations and other matters pertaining to the GUC Trust shall be governed by the Plan and the GUC Trust Agreement. For the avoidance of doubt, the GUC Trustee is entitled to rely upon the accuracy and validity of the Debtors Books and Records (as defined in the GUC Trust Agreement) in connection with all GUC Trust activity.



22. On the Effective Date, the GUC Trust Assets shall be transferred by the Debtors or the Transferred Entities, as applicable (and deemed transferred), to the GUC Trust free and clear (as defined in paragraph BB) of all Claims, Interests, Liens, and encumbrances, including rights or claims based upon successor liability, without the need for any Entity to take any further action or obtain approval. Thereupon, the Debtors shall have no interest in the GUC Trust Assets or the GUC Trust.

23. Upon the Effective Date, the GUC Trust is authorized and empowered, without further approval of this Court or any other party, to take such actions and to perform such acts as may be necessary, desirable or appropriate to implement the issuance of each class of GUC Trust Beneficial Interests in accordance with the Plan and the GUC Trust Agreement, and to execute and deliver all agreements, documents, securities, instruments and certificates relating thereto. All GUC Trust Beneficial Interests issued by the GUC Trust pursuant to the provisions of the Plan and the GUC Trust Agreement shall be deemed to be duly authorized, validly issued, fully paid and non-assessable.

24. To the maximum extent provided by section 1146(a) of the Bankruptcy Code: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (ii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including any transfers to or by the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), or the Frisco Governmental Authorities), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate

transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

**The Sale or Transfer of Transferred Debtor Property**

25. **Fair Purchase Price.** The consideration provided by the Buyer pursuant to the credit bid submitted by the Exchange Priority and First Lien Trustee and assigned to the Buyer under the Europe/ROW Purchase Agreement and the Global Settlement Parties under the Global Settlement is fair and reasonable and constitutes: (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act and the Uniform Voidable Transactions Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

26. **Consummation of the Europe/ROW Sale Transaction and the Global Settlement.** The Debtors, their affiliates and their respective officers, employees and agents, are authorized to: (a) execute and deliver, and empowered to perform under, consummate, and implement, the Europe/ROW Purchase Agreement, the related Transaction Agreements, the Alternative Transaction Structure, the Global Settlement, the Global Settlement Documents, and all additional instruments and documents that the Debtors, the Buyer, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, or the Frisco Governmental Authorities, as applicable, deem necessary or

appropriate to implement the Europe/ROW Purchase Agreement, the related Transaction Agreements, the Alternative Transaction Structure, the Global Settlement, or the Global Settlement Documents, (b) effectuate the sale and/or transfer of the Transferred Debtor Property, and (c) take all further actions as may be reasonably required for the purpose of issuing, assigning, transferring, granting, and conveying to, and conferring on (as applicable), the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust or the Frisco CDC, the Transferred Debtor Property, as applicable, and assumption of the Assumed Liabilities of the Debtors by the Buyer, or otherwise in accordance with the Alternative Acquisition Structure, or as may be necessary or appropriate or consistent with the performance of the parties' obligations under the Europe/ROW Purchase Agreement, related Transaction Agreements, the Alternative Transaction Structure, the Global Settlement, the Global Settlement Documents, the Plan, and this Order. All instruments and documents entered into in connection therewith shall be deemed authorized without further order of the Court. The Trustees are authorized, empowered and directed to take all actions necessary and required to implement and consummate the Plan and Europe/ROW Purchase Agreement, the related Transaction Agreements, the Alternative Transaction Structure, the Global Settlement and the Global Settlement Documents.

27. **Debtors' Cooperation.** To the extent required by the Europe/ROW Purchase Agreement or the Global Settlement, the Debtors agree to exercise commercially reasonable efforts to assist the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, and the Frisco CDC, in assuring that all Persons that are presently, or on the Effective Date may be, in possession of some or all of the Europe/ROW Assets, the Environmental Trust Assets, the Vernon Environmental Trust Assets

(if applicable), the GUC Trust Assets or the Frisco Assets, as applicable, will surrender possession of such assets to either (i) the Debtors before the Effective Date or (ii) the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, or the Frisco CDC, as applicable, on or after the Effective Date. In the event any Person, on or after the Effective Date, is in possession of some or all of the Transferred Debtor Property that is to be transferred to the Buyer (or its designee), the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust or the Frisco CDC, as applicable, and such parties have not received or taken possession of such assets, then the Buyer (or its designee), the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust or the Frisco CDC, as applicable, may seek to compel the turnover or transfer of the assets pursuant to an adversary proceeding.

28. **Direction to Release Liens.** As of the Effective Date, any creditors and any holder of a Lien, including rights or Claims based on any successor or transferee liability, is authorized and directed to execute such documents and take all other actions as may be necessary to release its Lien on or against the Transferred Debtor Property, if any, as such Lien may have been recorded or may otherwise exist. If any Person that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Liens or Claims against the Transferred Debtor Property shall not have delivered to the Debtors prior to the Effective Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or, as appropriate, releases of all Liens and Claims (collectively, the "**Release Documents**") the Person has with respect to the Debtors or the Transferred Debtor Property: (i) the Debtors, the Buyer or the applicable Transferred Entity, the Environmental Response Trust, the Vernon Environmental Response

Trust (if applicable), the GUC Trust, and the Frisco CDC, as applicable, are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person with respect to the Transferred Debtor Property; (ii) the Buyer or the Transferred Entity, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, or the Frisco CDC, as applicable, is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims and Liens against the Transferred Debtor Property; and (iii) the Buyer, the Environmental Trustee, the Vernon Environmental Trustee (if applicable), the GUC Trustee or the Frisco CDC may seek in this Court or any other court to compel appropriate persons to execute termination statements, instruments of satisfaction, and releases of all Liens and Claims with respect to the Transferred Debtor Property, other than liabilities expressly assumed under the Europe/ROW Purchase Agreement or the Global Settlement Documents; provided that, notwithstanding anything in this Order, the Europe/ROW Purchase Agreement or the Global Settlement Documents to the contrary, the provisions of this Order shall be self-executing, and the Debtors, the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust (if applicable), the GUC Trust, or the Frisco Governmental Authorities shall not be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

29. **Direction to Government Agencies.** This Order is, and shall be, binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrar of patents, trademarks, or other intellectual property, administrative agencies, governmental departments,

secretaries of state, federal, state, county and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as “**Recording Officers**”). Each and every Recording Officer is authorized, from and after the Effective Date, to strike all recorded Claims, Interests, Liens, or other encumbrances in, on or against the Transferred Debtor Property, as applicable, from their records, official or otherwise without further order of the Court or act of any party. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded Claims recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Europe/ROW Purchase Agreement and the Global Settlement, and to accept and rely on this Order as the sole and sufficient evidence of the transfer of the Europe/ROW Assets to, and the assumption of the Assumed Liabilities of the Debtors by, the Buyer, and the transfer of the Environmental Trust Assets, the Vernon Environmental Trust Assets (if applicable), the GUC Trust Assets, and the Frisco Assets (and any related assumed contracts assumed by any of the foregoing) to the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, and the Frisco CDC, respectively.

30. **No Discriminatory Treatment.** To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of any of the Europe/ROW Assets, the Environmental Trust Assets, the Vernon Environmental Trust Assets, the GUC Trust Assets, and the Frisco Assets on account of the filing or pendency of the Chapter 11 Cases or the

consummation of the transactions contemplated by the Europe/ROW Purchase Agreement and the Global Settlement Documents.

31. **Transfer of Transferred Debtor Property Free and Clear.** Pursuant to section 1141(c) of the Bankruptcy Code, all Persons are forever prohibited and enjoined from taking any action against the Buyer, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, or the Frisco CDC (or any of their respective property, Affiliates, successors and assigns) based on any Claims, Interests, Liens, and other encumbrances (other than Assumed Liabilities of the Debtor) to the extent such Claims are released or prohibited pursuant to the terms of the Plan or this Order; provided that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

32. **No Successor or Other Derivative Liability.** The Buyer, the Trustees, the Consenting Creditors, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, and the Frisco Governmental Authorities, and each of their respective successors and assigns, shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be consolidated with the Debtors or their Estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective Estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and such entities shall not have assumed, nor are in any way responsible for, any liability or obligation of the Debtors or the Debtors' Estates, except as expressly provided for in the Europe/ROW Purchase Agreement or the Global Settlement Documents. Except as expressly set forth in the Europe/ROW Purchase

Agreement or the Global Settlement Documents, the Buyer, the Consenting Creditors, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, the GUC Trustee, and the Frisco Governmental Authorities, and each of their respective successors and assigns, shall have no successor, transferee or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation or doctrine, with respect to the Debtors or any obligations of the Debtors, including, without limitation, liabilities on account of any taxes or other Governmental Authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Europe/ROW Assets, the Environmental Trust Assets, the Vernon Environmental Trust Assets, the GUC Trust Assets, or the Frisco Assets prior to the Effective Date.

33. Except as expressly set forth herein or in the Europe/ROW Purchase Agreement and the Global Settlement Documents, the Buyer, the Consenting Creditors, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, the GUC Trustee, and the Frisco Governmental Authorities, and each of their respective successors, Affiliates, and assigns shall have no liability for any Claim against the Debtors, including Claims arising under, without limitation: (i) any employment or labor agreements or the termination thereof relating to the Debtors; (ii) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of, or related to, any of the Debtors or any of the Debtors' affiliates or predecessors, or any current or former employees of any of the foregoing, including, without limitation, the Employee Plans and



any participation or other agreements related to the Employee Plans, or the termination of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; and (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to: (A) the Employee Retirement Income Security Act of 1974, as amended; (B) the Fair Labor Standards Act; (C) Title VII of the Civil Rights Act of 1964; (D) the Federal Rehabilitation Act of 1973; (E) the National Labor Relations Act; (F) the Worker Adjustment and Retraining Notification Act of 1988; (G) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended; (H) the Americans with Disabilities Act of 1990; (I) the Consolidated Omnibus Budget Reconciliation Act of 1985; (J) the Multiemployer Pension Plan Amendments Act of 1980; (K) state and local discrimination laws; (L) state and local unemployment compensation laws or any other similar state and local laws; (M) state workers' compensation laws; (N) any other state, local or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with any or all Debtors or any predecessors; (O) any antitrust laws; (P) any product liability or similar laws, whether state or federal or otherwise; (Q) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (R) any bulk sales or similar laws; (S) any federal, state or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (T) any common law doctrine of

*de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of, or related to, successor liability.

34. Except as expressly set forth herein or in the Plan, the Plan Administrator and New Board, and each of their respective successors and assigns, shall not be deemed or considered to: (i) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (ii) have, *de facto* or otherwise, merged with or into any or all Debtors; (iii) be consolidated with the Debtors or their Estates; or (iv) be an alter ego or a continuation or substantial continuation, or be holding itself out as a mere continuation, of any of the Debtors or their respective Estates, businesses or operations, or any enterprise of the Debtors, in each case by any law or equity, and such entities have not assumed nor are in any way responsible for any liability or obligation of the Debtors or the Debtors' Estates, including any obligations of the Debtors or the Debtors' Estates arising out of, or related to, the Non-Performing Properties or the Canada Non-Performing Property. For the avoidance of doubt, the Plan Administrator and the New Board shall have no liability under federal, state and provincial environmental laws, including the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), with respect to any of the Non-Performing Properties or the Canada Non-Performing Property for liabilities or obligations of the Debtors or the Debtors' Estates arising prior to the Effective Date.

35. On the Effective Date, the Debtors will transfer USD \$1,500,000.00 as the Canada NPP Risk Management Measures Funds to a segregated account that shall be available for the exclusive purpose of the environmental risk management of the Canada Non-Performing Property.

36. **Assumption of Assumed Contracts.** Pursuant to sections 1123(b)(2) and 365 of the Bankruptcy Code and subject to, and conditioned upon the confirmation of the Plan, the Debtors are hereby authorized to assign the Assumed Contracts to the Buyer (or otherwise in accordance with the Alternative Acquisition Structure) and the Environmental Response Trust, as set forth in the Cure and Assumption Notices. With respect to each of the Assumed Contracts, in accordance with the provisions of the Plan, the Europe/ROW Purchase Agreement and the Global Settlement Documents, the Debtors, the Buyer, the Environmental Response Trust, or the Frisco Governmental Authorities (except TCEQ), as applicable, has cured or will cure before the Effective Date, or have provided adequate assurance of the prompt cure after the Effective Date of, any monetary default required to be cured with respect to the Assumed Contracts under sections 1123(b)(2) and 365(b)(1) of the Bankruptcy Code, and the Buyer, the Environmental Response Trust, or the Frisco Governmental Authorities (except TCEQ), as applicable, has provided adequate assurance of future performance under the Assumed Contracts in satisfaction of sections 1123(b)(2), 365(b), and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Counterparty to such Assumed Contracts.

37. The Debtors served all Counterparties to the Assumed Contracts with the Cure Notices and the deadline to object to the Cure Costs and adequate assurance of future performance has passed. Accordingly, unless an objection to the proposed Cure Costs or adequate assurance information was filed and served before the applicable deadline, each Counterparty to an Assumed Contract is forever barred, estopped and permanently enjoined from asserting against the Debtors, the Buyer, the Environmental Response Trust, the Frisco Governmental Authorities (except TCEQ), each of their respective successors or assigns, or the

property of any of them, any default existing as of the date of the Confirmation Hearing if such default was not raised or asserted prior to, or at, the Confirmation Hearing.

38. All of the requirements of sections 1123(b)(2), 365(b), and 365(f), including without limitation, the demonstration of adequate assurance of future performance and Cure Costs required under the Bankruptcy Code have been satisfied for the assumption of the Assumed Contracts.

39. To the extent a Counterparty to an Assumed Contract failed to timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined as of the Debtors' filing of the Cure and Assumption Notices and any such Counterparty shall be barred, and forever prohibited from challenging, objecting to or denying the validity and finality of the Cure Cost as of such dates (subject to adjustment for subsequent payment or invoices coming due after the date of the Assumption Notice).

40. Except as otherwise specifically provided for by order of this Court, upon the assumption of the Assumed Contracts under the provisions of this Order, no default shall exist under any Assumed Contracts, and no Counterparty to any Assumed Contracts shall be permitted to declare a default by any Debtor, the Transferred Entities, the Environmental Response Trust, the GUC Trust, the Frisco Governmental Authorities (except TCEQ), or the Buyer or otherwise take action against such parties (or any of their respective property, successors and assigns) as a result of any of the Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the relevant Assumed Contract. The failure of the Debtors, the Transferred Entities, the Buyer, the Environmental Response Trust, the GUC Trust, or the Frisco Governmental Authorities (except TCEQ) to enforce at any time one or more terms or conditions of any Assumed Contract, as applicable, shall not be a waiver of such terms or conditions, or of

the Debtors', the Transferred Entities', the Buyer's, the Environmental Response Trust's, the GUC Trust's, or the Frisco Governmental Authorities' (except TCEQ) rights to enforce every term and condition of the Assumed Contract.

41. **Rejection of Executory Contracts and Unexpired Leases.** All executory contracts and unexpired leases of real property of the Debtors that are not Assumed Contracts as of the Effective Date are rejected, *provided, that*, the Debtors' contract with American Integrated Services, Inc. ("AIS") shall be rejected on October 30, 2020 and the Debtors shall make all payments thereunder for services rendered by AIS through October 30, 2020.

42. **No Avoidance of Europe/ROW Purchase Agreement or Global Settlement Documents.** Neither the Debtors, the Buyer, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, the GUC Trustee, nor the Frisco Governmental Authorities have engaged in any conduct that would cause or permit the Europe/ROW Purchase Agreement or the Global Settlement Documents, as applicable, to be avoided or costs or damages to be imposed. Accordingly, the Europe/ROW Purchase Agreement, the Europe/ROW Sale Transaction, the Alternative Transaction Structure, the Global Settlement and the Global Settlement Documents shall not be avoidable under chapter 5 of the Bankruptcy Code or any similar or related state or federal statutes and common law, and no party shall be entitled to any damages or other recovery under the Bankruptcy Code with respect to the Europe/ROW Purchase Agreement, the Europe/ROW Sale Transaction, the Alternative Acquisition Structure, the Global Settlement or the Global Settlement Documents.

43. **Modification of Europe/ROW Purchase Agreement or Global Settlement.** The Europe/ROW Purchase Agreement, the related Transaction Agreements, the Global Settlement Documents, and documents or other instruments executed in connection therewith,

may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided, that other than such changes as are required to effect the Alternative Acquisition Structure, any such modification, amendment or supplement does not materially change the terms of the Europe/ROW Purchase Agreement, related Transaction Agreements, Global Settlement Documents, and documents or other instruments or have any adverse effect on the Debtors' Estates, provided, further that advance notice and consent of the parties to such amended documents, consistent with the terms of such documents, shall be properly obtained.

44. To the maximum extent provided by section 1146(a) of the Bankruptcy Code: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (ii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, and the Global Settlement embodied therein, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including any transfers to, or by, the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

45. **No Stay of Order.** This Order shall be effective immediately on October 23, 2020, and the Debtors, the Buyer, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, the GUC Trustee, and the Frisco Governmental Authorities are authorized to close the Europe/ROW Sale Transaction and Global Settlement, as applicable, immediately upon the effectiveness of this Order. Time is of the essence in closing the Europe/ROW Sale Transaction and the Global Settlement in accordance with the terms of the Europe/ROW Purchase Agreement, the Alternative Transaction Structure, and the Global Settlement Documents, and the Debtors, the Buyer, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the GUC Trust, and the Frisco Governmental Authorities intend to close the Europe/ROW Sale Transaction and Global Settlement, as applicable, as soon as practicable, subject to the terms of this Order.

**Canada Non-Performing Property**

46. On or before the Effective Date, the Debtors shall (i) deposit Cash in an amount equal to the Canada NPP Risk Management Measures Funds into an escrow account, and (ii) engage in negotiations with the Canada MOE with respect to the abandonment of the Canada Non-Performing Property; provided, that to the extent the parties cannot agree, the Debtors may seek a determination by the Bankruptcy Court of the appropriate amount necessary to implement environmental risk management measures and/or abandonment of the Canada Non-Performing Property. The Debtors are authorized to transfer title to, or proceeds from, the Canada Non-Performing Property to the Canada MOE or its designee. For the avoidance of doubt, the aggregate amount of Allowed Canada NPP Claims shall be reduced by the amount of Canada NPP Risk Management Measures Funds deposited for use by the Canada MOE.

47. Upon the implementation of environmental risk management measures, any excess Canada NPP Risk Management Measures Funds shall revert to the Wind-Down Estates and shall be available for distribution by the Plan Administrator in accordance with the Plan.

48. In the event the Canada NPP Risk Management Measures Funds are not sufficient to cover the cost of implementing the environmental risk management measures at the Canada Non-Performing Property, any remaining Canada NPP Claims shall be treated as General Unsecured Claims in accordance with the Plan.

**Columbus Non-Performing Property**

49. As required by the Environmental Settlement Agreement, and pursuant to sections 105(a), 365 and 554(a) of the Bankruptcy Code, on the Effective Date, in accordance with the Columbus NPP Termination Documents and subject to the satisfaction or waiver of all applicable closing conditions under the Columbus NPP Termination Documents: (A) Exide Technologies' lease and the bond purchase agreement related to the Columbus Non-Performing Property, including any security documentation related thereto, shall terminate; (B) Exide Technologies shall be deemed to have abandoned the revenue bonds issued in connection with the development of the Columbus Non-Performing Property and no further payments shall be due thereunder; (C) the Columbus Development Authority shall quitclaim its interest in the Columbus Non-Performing Property to Exide Technologies; and (D) the Debtors and the Columbus Development Authority shall take all other actions necessary to consummate the transactions contemplated by the Columbus NPP Termination Documents.

**Abandonment of the Vernon Non-Performing Property**

50. The findings of fact and conclusions of law set forth on **Schedule 1** to this Order as to the abandonment of the Vernon Non-Performing Property are incorporated herein by reference in their entirety. Such findings and conclusions shall govern the abandonment of the



Vernon Non-Performing Property to the extent Vernon Non-Performing is abandoned in accordance with the terms of the Plan and this Order.

**PBGC Settlement and Westchester Resolution**

51. The settlement with the PBGC, the Westchester resolution and Westchester Catch-up Payments incorporated in the Plan and described at the Confirmation Hearing are approved.

**Payment of Administrative Expense Claims and Priority Claims**

52. The Plan Administrator and Wind Down Estates shall not pay any Administrative Expense Claims, Priority Tax Claims or Priority Non-Tax Claims other than Permitted Claims (as defined below) (a) unless and until (a) the Plan Administrator establishes a reserve sufficient to pay all Allowed Administrative Expense Claims and all Disputed Administrative Expense Claims should such Disputed Administrative Expense Claims become Allowed or (b) with Court approval subject to hearing and at least 30 days' notice to all affected creditors. Following the Effective Date, to the extent the assets of the Wind Down Estates are insufficient to pay all Allowed Administrative Claims in full, the Consenting Creditors, Transferred Entities and Battery BidCo, LLC agree to share ratably with all other Allowed Administrative Expense Claims in the remaining assets of the Wind Down Estates; provided that the rights of all other parties in interest shall be fully preserved. The Plan Administrator and Wind Down Estates will provide regular updates and reporting to the GUC Trust, GUC Trustee, Consenting Creditors, Transferred Entities and Battery BidCo, LLC, regarding the status, amount, and allocation of Disputed Administrative Expense Claims. "Permitted Claims" means: (i) amounts necessary for the Debtors to consummate the Plan and fulfill their obligations under the Global Settlement Agreement in an aggregate amount not to exceed \$4.0 million (of the estimated \$15 million of

the “Total Claims” identified by the Debtors in paragraph 45 of the Declaration of Roy Messing, the Debtors’ Chief Restructuring Officer, in Support of Confirmation of the Amended Plan); (ii) any operating expenses estimated to be approximately \$1.1 million by the Debtors through October 23, 2020; (iii) professional fees and expenses of the Debtors’ estates or of the Consenting Creditors or other secured creditors required to be paid in accordance with the Final DIP Order, which are estimated by the Debtors to be approximately \$2.3 million through October 23, 2020; (iv) post-Effective Date wind down expenses of the Plan Administrator and Wind Down Estates, which are estimated by the Debtors to be \$3.5 million for a 6-month period; and (v) any success fees of Houlihan Lokey or CMD in the estimated amount of \$5.2 million in the aggregate that are required to be paid by the Debtors on the Effective Date pursuant to the Europe/ROW Purchase Agreement, but are subject to reimbursement pursuant to the Europe/ROW Purchase Agreement by the Transferred Entities (or their designee) to the extent the payment of such investment banking fees result in a shortfall in the Debtors’ ability to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims up to the total amount of such banking fees. Any amounts required to be reimbursed by the Transferred Entities pursuant to clause (v) of the foregoing shall not be subject to any offset, setoff or reduction. For the avoidance of doubt, the estimated amounts set forth in clauses (ii), (iii) and (iv) shall not constitute caps or maximum amounts permitted to be paid by the Debtors or the Wind Down Estates.

#### **Administrative Expense Claims Bar Date**

53. Except as otherwise provided for in the *Final Order (I) Authorizing the debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* (Docket No. 350) (the “**DIP Order**”), the orders approving the bar date (Docket

No. 373) or the Plan, requests for payment of Administrative Expense Claims (other than Fee Claims and DIP Claims, or claims of ordinary course professionals under the *Order Authorizing Debtors to Employ Professionals Used in the Ordinary Course of Business* (Docket No. 385), must be filed with the Bankruptcy Court, and served on the Debtors or Plan Administrator (as the case may be), and the GUC Trustee, the Claims and Noticing Agent, and the U.S. Trustee within thirty-five (35) days from the date of service of notice of the entry of this Order (the “**Administrative Expense Claims Bar Date**”). Such proof of Administrative Expense Claim must include at a minimum: (a) the name of the applicable Debtor that is purported to be liable for the Administrative Expense Claim and if the Administrative Expense Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (b) the name of the holder of the Administrative Expense Claim; (c) the asserted amount of the Administrative Expense Claim; (d) the basis of the Administrative Expense Claim; and (e) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF, FOR ANY REASON, ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN.**

#### **Release and Exculpation Provisions**

54. All injunctions, releases, and exculpation provisions set forth in the Plan, including but not limited to those contained in Sections 10.3, 10.5, 10.6 and 10.7 of the Plan, are approved and shall be effective and binding on all persons and entities, to the extent provided therein, and as if fully set forth herein.

**Miscellaneous**

55. Nothing in the Plan or this Confirmation Order shall override any rights or protections provided under the DIP Order to the DIP Agent or DIP Lenders (each as defined in the DIP Order).

56. Notwithstanding any provisions to the contrary in the Plan, the Definitive Documents or this Order, all setoff and recoupment rights of MDSA, LLC (“**Mighty**”) under the Spent Battery Sales – Lead Purchase Agreement dated September 1, 2019 between Mighty and Debtor Exide Technologies, LLC are fully preserved.

57. Notwithstanding anything to the contrary in this Order, no contract between the Debtors and Oracle America, Inc., successor in interest to Hyperion Solutions Corporation, J.D. Edwards and PeopleSoft, Inc., (“**Oracle**”) will be assumed and/or assigned without (1) Oracle’s prior written consent; and (2) cure of any default under such contract provided, however, that the Debtors’ and Oracles’ rights to seek determination by this Court as to whether Oracle’s consent is required to assign any such contract is fully preserved. Oracle’s consent to any such assumption and assignment may be conditioned, upon other things, on the execution by the Debtors (or a successor) and the assignee of mutually agreeable assignment documentation. In addition, no provision of this Order or any transition services agreement authorized thereby shall authorize: (1) the transfer of any Oracle license agreement to a third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent either: (i) Oracle’s express prior written consent or (ii) a determination by this Court that Oracle’s consent is not required.

58. Contracts between the Debtors and Oracle shall remain outstanding and in place between the Debtors and Oracle for a period of no less than three months subsequent to the

Effective Date, or until such earlier date at which the Debtors assign such contracts, with Oracle's consent, and any and all cure costs are paid.

59. The Plan, including, without limitation, Section 10.6, shall not release, waive, nor discharge the Buyer and the Transferred Entities from any right, Claim, or Cause of Action in favor of Daramic, LLC, based on, or relating to, or in any manner arising from, in whole or in part, prepetition amounts or obligations not to exceed \$100,000 in the aggregate, or postpetition amounts or obligations owed to Daramic, LLC by Exide Holding Europe S.A.S.; Exide International Holding Netherlands B.V.; Exide Technologies GmbH; Exide Technologies S.A.S.; Exide Technologies Operations GmbH & Co. KG; Exide Technologies S.r.l.; Exide Technologies Limited; Exide Technologies S.A.; Exide Technologies, Lda; Exide Technologies S.L.U., under that certain Amended and Restated Supply Agreement, dated January 1, 2015, by and between Exide Technologies LLC and its Affiliates, on the one hand, and Daramic, LLC and its Affiliates, on the other (or any subsequent supply agreement among such Transferred Entities and Daramic, LLC); including, but not limited to, amounts or obligations such Transferred Entities owe Daramic, LLC for goods sold, ordered, or to be ordered. For the avoidance of doubt, nothing in the Plan shall enjoin or be deemed to enjoin Daramic, LLC from prosecuting any of the foregoing Claims or Causes of Action against the Transferred Entities.

60. Notwithstanding anything in the Plan or this Order to the contrary: (i) the Mississippi Department of Revenue's (the "**MDOR**") setoff rights under section 553 of the Bankruptcy Code and recoupment rights are preserved; (ii) the MDOR shall not be required to file any proofs of claims or requests for payment in the Chapter 11 Cases for any Administrative Claims for the liabilities described in section 503(b)(1)(B) and (C) of the Bankruptcy Code, (iii) the Debtors or the Plan Administrator, as applicable, shall timely submit returns and remit

payment, including penalties and interest, for all taxes due or coming, as required under applicable Mississippi state law, and, should the Debtors, or Plan Administrator, as applicable, fail to so timely file and pay, MDOR may proceed with Mississippi state law remedies for collection of any amounts due and/or seek such relief as may be available from the Court; (iv) to the extent the MDOR's Priority Tax Claims, if any, are not paid in full in cash on the Effective Date, such Priority Tax Claims shall, at a minimum, be paid by regular, quarterly installment payments in cash over a period not to exceed five years after the date of the order for relief under section 301 of the Bankruptcy Code, all as required section 1129(a)(9)(C) of the Bankruptcy Code, along with non-bankruptcy interest in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code and Mississippi state law, as applicable; (v) the Chapter 11 Cases shall have no effect on the MDOR's rights as to non-Debtor third parties; (vi) the statutorily mandated treatment of MDOR's Allowed Priority Tax Claims and/or any liabilities to MDOR described in section 503(b)(1)(B) and (C) of the Bankruptcy Code shall not be considered a settlement or compromise; (vii) the MDOR may timely amend any Proof of Claim against any Debtor after the Effective Date or the Bar Date, whichever is later, with respect to (a) a pending audit, or (b) an audit that may be performed, with respect to any pre or post-petition tax return; and (c) following the filing of a tax return, and (viii) in the event of a default in payment of Priority Tax Claims of the MDOR, the MDOR shall send written notice of default to the Debtors or the Plan Administrator, as applicable, to the following mailing addresses: (i) Ankura Consulting Group, 2000 K Street NW, 12th Floor, Washington, D.C., 20006, Attention: Scott A. Rinaldi, with a copy to (ii) 14231 Riverdowns South Drive, Midlothian, VA, 23113, Attention: Scott A. Rinaldi. If such default is not cured within 10 business days after such notice of default is mailed, the

MDOR may (a) proceed with Mississippi state law remedies for collection of any amounts due and/or (b) seek such relief as may be available from the Court.

61. Notwithstanding anything contained in the Plan or this Order to the contrary, neither the Plan nor this Order releases any of the Debtors' current or former directors and officers from direct claims brought by Victor Koelsch or bars such claims in any way, subject to all defenses or counterclaims that the Debtors' officers and directors may have. Any claims brought by Victor Koelsch against the Debtors' current or former directors and officers must be independent from, and not included in, the GUC Trust Causes of Action. Without limiting or expanding the foregoing, and for the sake of clarification, direct claims by Victor Koelsch against current or former officers and directors of Debtors, arising from or related to the acts, omissions, facts, or circumstances at issue in JAMS Arbitration No. 1440006167, are independent from, and not included in, the GUC Trust Causes of Action.

62. Notwithstanding anything contrary in this Order or the Plan, nothing in this Order or the Plan impairs or otherwise affects the defensive setoff or recoupment rights and defenses of Robert Bosch LLC in connection with the timely filed objection preserving such rights or defenses (Docket No. 632), and Robert Bosch LLC retains all such setoff and recoupment rights and defenses following the Effective Date.

63. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, AIS shall not be bound by the releases set forth in Section 10.6 of the Plan, nor shall AIS be bound by any similar or equivalent third party release set forth in this Confirmation Order. In addition, nothing in Section 10.7 of the Plan or any similar or equivalent provision of this Confirmation Order shall diminish, limit, impair or affect any AIS Administrative Expense Claim under Section 2.1 of the Plan. Nothing in the Plan, the Confirmation Order or the Plan

Supplement shall convey any property of AIS that is located at the Vernon Non-Performing Property or elsewhere, and all property of AIS shall remain property of AIS.

64. The License Agreement dated as of October 20, 2000, between Exide Technologies, LLC, and Infor (US), Inc. ("**Infor**"), as successor to Future Three, Inc., as amended from time to time, for the AutoRelease AutoScan software (the "**Infor Software**") shall be deemed rejected as of the date of entry of this Order. Within five (5) days of the date of entry of this Order, the Debtors shall (i) remove all copies of the Infor Software and any portions thereof from assets of the Debtors and cease accessing and using any hosted Infor Software; (ii) destroy all copies of the Infor Software contained in the Debtors' assets and related documentation and delete all access codes; and (iii) certify to Infor in writing that the Debtors have complied with the foregoing subparagraphs (i) and (ii). Any claim of Infor seeking payment with respect to the License Agreement or the Infor Software shall be filed within thirty (30) days of the date of entry of this Order. Infor shall be deemed to have opted out of the granting of any releases under section 10.6 of the Plan. Notwithstanding anything to the contrary contained in this Order, in the Plan or in any document filed or prepared in connection therewith, Infor shall retain all rights against all non-Debtors and third parties.

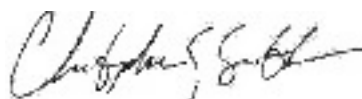
65. Notwithstanding Bankruptcy Rule 3020(e), the terms and conditions of this Order will be effective and enforceable immediately on October 23, 2020.

66. Subject to the occurrence of the Effective Date, on and after the entry of this Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holders' respective successors and assigns, regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.



67. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Order, all amendments thereto, and any waivers and consents thereunder.

**Dated: October 16th, 2020**  
**Wilmington, Delaware**



**CHRISTOPHER S. SONTCHI**  
**UNITED STATES BANKRUPTCY JUDGE**

**SCHEDULE 1**

**Abandonment of the Vernon Non-Performing Property**

**IT IS HEREBY DETERMINED THAT:**

A. The bases for the relief requested herein are sections 105(a), 554, and 1129(b)(6) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

B. Section 554 allows a debtor, after notice and a hearing “to abandon any property of the estate that is burdensome or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). “In abandoning property under § 554, the debtor need only demonstrate that it has exercised sound business judgment in making the determination to abandon.” *In re Contract Research Sols., Inc.*, No. 12-11004 KJC, 2013 WL 1910286, at \*4 (Bankr. D. Del. May 1, 2013) (citations omitted). This requires a showing that the debtor made (1) a business judgment; (2) in good faith; (3) upon some reasonable basis; and (4) within its authority. *See In re Truong*, 557 B.R. 326, 340 (Bankr. D.N.J. Aug. 30, 2016) (citing *In re Slack*, B.R. 282, 284 (Bankr. D.N.J. 2003)).

C. For the reasons set forth on the record at the Confirmation Hearing, the Debtors determined in a proper exercise of their sound business judgment that the costs of continued remediation of the Vernon Non-Performing Property would outweigh any benefit to the Debtors’ estates and that the Vernon Non-Performing Property is burdensome as the cost of continued remediation outweighs the benefits. Moreover, the Debtors are completing the wind down of their operations, and bearing the costs associated with continued remediation would hinder such wind down and prevent the consummation of the Amended Plan. For the reasons set forth on the record at the Confirmation hearing, the abandonment of the Vernon Non-Performing Property

does not create an imminent and identifiable threat to human health and safety.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
THAT:**

1. In the event that the Vernon Trust Condition is not satisfied:
  - a. The Debtors are authorized, but not directed, to abandon the Vernon Non-Performing Property as of October 30, 2020 (the “**Abandonment Date**”), including certain equipment, fixtures, improvements, furniture and other de minimis personal property located at and associated with the Vernon-Non Performing Property. Debtors shall ensure the continuation of all safety and lead-dust-containment and suppression measures Debtors have been undertaking since the petition filing date continue, and are funded, to and through October 30, 2020; and
  - b. DTSC shall be permitted to assert any Administrative Expense Claim, Priority Tax Claim, Priority Non-Tax Claim, or Other Secured Claim, in accordance with the Confirmation Order or any other order of the Court
2. On the Abandonment Date, the Vernon Non-Performing Property shall no longer be subject to the automatic stay of section 362 and shall be deemed abandoned to Exide Technologies, LLC, free and clear of all Liens, other than Liens granted pursuant to Section 4.8(b) of the Plan in favor of the California DTSC.
3. On and after the Abandonment Date, the Debtors, the Wind-Down Estates, and the GUC Trust shall have no further payment obligations whatsoever with regards to the Vernon Non-Performing Property except to the extent a Vernon NPP Claim is Allowed as an Environmental NPP Claim. The Environmental Response Trust shall have no liability whatsoever with respect

to the Vernon Non-Performing Property.

4. On and after the Effective Date, (i) the State of California or any of its agencies, the United States Environmental Protection Agency, and their respective employees, contractors, or other designees, shall have unconditional access to the Vernon Non-Performing Property for the performance or oversight of, or other actions with respect to, Vernon Environmental Actions at or in connection with the Vernon Non-Performing Property, and furthermore Exide Technologies, LLC shall be deemed for all purposes to have consented to such access and (ii) Exide Technologies, LLC shall be deemed to have consented to the transfer of its utility accounts, and provision of statements and invoices, and regulatory permits, to the State of California or its designee upon the request to the relevant utility providers and permit issuance agencies by the State of California or its designee.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

6. Proper, timely, adequate, and sufficient notice of the relief granted hereby has been provided in accordance with the Bankruptcy Code, the Bankruptcy Procedure, and the Local Rules, and no other or further notice shall be required.

**Exhibit A**

**Plan**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20-11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	X	

**FOURTH AMENDED JOINT CHAPTER 11 PLAN OF  
EXIDE HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

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*Attorneys for Debtors  
and Debtors in Possession*

Dated: October 14, 2020  
Wilmington, Delaware

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

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<b><u>Schedule 1:</u></b>	Settling Governmental Authorities
<b><u>Schedule 2:</u></b>	Non-Performing Properties
<b><u>Schedule 3:</u></b>	Transferred Entities

Each of the Debtors proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.A.

## SECTION 1. DEFINITIONS AND INTERPRETATION.

### A. Definitions.

1.1 **2020 Legacy First Lien Notes Indenture** means that certain indenture, by and between Exide Technologies, as issuer, and U.S. Bank National Association, as trustee, dated as of April 30, 2015, as amended, supplemented or otherwise modified from time to time.

1.2 **2022 Legacy First Lien Notes Indenture** means that certain indenture, by and between Holdings, as issuer, the guarantor parties thereto, and U.S. Bank National Association, as trustee, dated as of May 24, 2017, as amended, supplemented or otherwise modified from time to time.

1.3 **ABL Agents** means Bank of America, N.A., as administrative agent, and Bank of America, N.A., PNC Bank, National Association, and Bank of Montreal, as co-collateral agents, under the ABL Credit Agreement, and their permitted successors and assigns.

1.4 **ABL Claim** means a Claim arising under the ABL Credit Agreement.

1.5 **ABL Credit Agreement** means that certain ABL Credit Agreement by and among, inter alia, Exide Technologies, Exide Technologies Canada Corporation, Exide Technologies (Transportation) Limited, GNB Industrial Power (UK) Limited, Exide Holding Netherlands B.V., the ABL Agents, and the ABL Lenders, dated as of April 30, 2015, as amended, supplemented or otherwise modified from time to time.

1.6 **ABL Lenders** means “Lenders” as defined in the ABL Credit Agreement.

1.7 **Acquired Assets** means, collectively, the Transferred Equity Interests and the Transferred Assets.

1.8 **Administrative Expense Claim** means any Claim for costs or expenses of administration incurred during the Chapter 11 Cases of a kind specified under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Commencement Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Restructuring Expenses; (c) Trustees Fees; and (d) any Claim Allowed under section 503(b)(9) of the Bankruptcy Code.

1.9 **Affiliate** has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.10 **Allowed** means, with reference to any Claim or Interest, a Claim or Interest (a) arising on or before the Effective Date as to which (i) no objection to allowance or priority, and no request for estimation or other challenge, including, without limitation, pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan, or (ii) any objection has been determined in favor of the holder of the Claim or Interest by a Final Order; (b) that is not identified in the Schedules as contingent, unliquidated, or disputed; (c) that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors, GUC Trustee or Plan Administrator, as applicable; (d) as to which the liability of the Debtors or GUC Trust, as applicable, and

the amount thereof are determined by a Final Order of a court of competent jurisdiction; or (e) expressly allowed hereunder; *provided, however*, that notwithstanding the foregoing, (x) unless expressly waived by the Plan, the Allowed amount of Claims or Interests shall be subject to, and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable, and (y) the Plan Administrator and the GUC Trustee shall retain all claims and defenses with respect to Allowed Claims that are Unimpaired pursuant to the Plan.

1.11 ***Alternative Transaction Structure*** means the implementation steps necessary to consummate the Europe/ROW Sale Transaction pursuant to the Europe/ROW Purchaser's election under Section 2.08 of the Europe/ROW Purchase Agreement. The Europe/ROW Purchaser made such election in accordance with the Europe/ROW Purchase Agreement and the Debtors filed the Alternative Transaction Structure, which may be amended in accordance with the Europe/ROW Purchase Agreement, with the Plan Supplement at Docket No. 821.

1.12 ***Americas Closing*** means "Closing" as defined in the Americas Purchase Agreement.

1.13 ***Americas Purchase Agreement*** means that certain Stock and Asset Purchase Agreement by and among Exide Technologies, Battery BidCo LLC, and Atlas Capital Resources III LP, together with any and all related agreements and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time.

1.14 ***Americas Sale Order*** means the *Order (I) Approving the Purchase Agreement Among Debtors and Buyer, (II) Authorizing Sale of Certain of Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief* entered by the Bankruptcy Court in the Chapter 11 Cases on August 6, 2020 (Docket No. 690).

1.15 ***Americas Sale Transaction*** means the transaction to be effectuated pursuant to the Americas Purchase Agreement.

1.16 ***Aspen*** means, collectively, Aspen American Insurance Company, and Aspen Specialty Insurance Company, solely in their capacity as providers of surety insurance to the Debtors pursuant the Aspen Surety Bond Agreements.

1.17 ***Aspen Surety Bond Agreements*** means the applicable agreements governing the surety bond obligations of Aspen to the Debtors with respect to the Frisco Non-Performing Property.

1.18 ***Asset*** means all of the rights, title, and interests of a Debtor in, and to property of whatever type or nature, including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property.

1.19 ***Assumed Liabilities*** means "Assumed Liabilities" as defined in the Europe/ROW Purchase Agreement.

1.20 ***Assumption Dispute*** means a pending objection relating to assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

1.21 ***Assumption Schedule*** means the schedule of executory contracts and unexpired leases to be assumed by the Debtors and assigned to the Europe/ROW Purchaser, the Environmental

Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities, as applicable, pursuant to the Plan and included in the Plan Supplement at Docket No. 821 and Docket No. 939, as may be amended, modified, or supplemented from time to time.

1.22 **Avoidance Actions** means any action commenced or that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 550 or 551 of the Bankruptcy Code or under similar or related state or federal statutes and common law.

1.23 **Ballot** means each of the ballots distributed to the holders of Impaired Claims entitled to vote on the Plan.

1.24 **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

1.25 **Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

1.26 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

1.27 **Bidding Procedures** means the procedures governing the auction and sale process relating to any potential Sale Transaction, as approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

1.28 **Bidding Procedures Order** means that certain *Order (I) Approving (A) Bidding Procedures for Sales of Debtors' Assets, (B) Approving Stalking Horse Bid Protections, (C) Authorizing Designation of Additional Stalking Horse Bidders, (D) Scheduling Auction for and Hearing to Approve Sales of Debtors' Assets, (E) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (F) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment, and (G) Granting Related Relief*, entered by the Bankruptcy Court in the Chapter 11 Cases on June 19, 2020 (Docket No. 344).

1.29 **Business Day** means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.30 **California DTSC** means the California Department of Toxic Substances Control.

1.31 **Canada MOE** means the Ontario Ministry of the Environment, Conservation and Parks.

1.32 **Canada Non-Performing Property** means the Debtors' non-performing property located in Fort Erie, Ontario, Canada. For the purposes of the Plan, such property shall not be deemed to be a "Non-Performing Property" as such term is used herein.

1.33 **Canada NPP Claim** means any civil Claim or Cause of Action by the Canada MOE against the Debtors under Environmental Laws (including Environmental Laws of Canada) with respect to the Canada Non-Performing Property.

1.34 **Canada NPP Risk Management Measures Funds** means the Cash deposit, in an amount to be determined by the Debtors in consultation with the Requisite Noteholders, to be made by the Debtors for the environmental risk management of the Canada Non-Performing Property.

1.35 **Cash** means legal tender of the United States of America.

1.36 **Cause of Action** means any action, Claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Commencement Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code or any other Avoidance Actions, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any claims under any state law or foreign law, including, without limitation, any fraudulent transfer or similar claims.

1.37 **Challenge Deadline** means “Challenge Deadline” as defined in the DIP Order.

1.38 **Chapter 11 Cases** means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on May 19, 2020, and styled *In re Exide Holdings, Inc.*, Case No. 20-11157 (CSS).

1.39 **City of Frisco** means the City of Frisco, Texas.

1.40 **Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.41 **Class** means any group of Claims or Interests classified as set forth in Section 3 of the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.42 **Columbus Development Authority** means the Development Authority of Columbus, Georgia.

1.43 **Columbus Non-Performing Property** means the Non-Performing Property located at 3639 Joy Road, Columbus, Georgia.

1.44 **Columbus NPP Termination Documents** means that certain Agreement Regarding Termination Documents, by and between Exide Technologies and the Columbus Development Authority, dated as of September 9, 2020, together with any and all related agreements and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time. The Columbus NPP Termination Documents were filed with the Plan Supplement at Docket No. 821.

1.45 **Commencement Date** means the date on which the Debtors commenced the Chapter 11 Cases.

1.46 **Confirmation** means the entry on the docket of the Chapter 11 Cases of the Confirmation Order.

1.47 **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

1.48 **Confirmation Hearing** means the hearing to be held by the Bankruptcy Court regarding Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.49 **Confirmation Order** means an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.50 **Consenting Creditors** means each of the holders of Superpriority Notes, Exchange Priority Notes, or First Lien Notes that are party to the RSA together with their respective successors and permitted assigns and any subsequent holders of Superpriority Notes, Exchange Priority Notes, or First Lien Notes that become party to the RSA in accordance with the terms of the RSA.

1.51 **Creditors' Committee** means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

1.52 **Cure Amount** means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary pursuant to section 365(b)(1)(A) of the Bankruptcy Code to permit the Debtors to assume such executory contract or unexpired lease.

1.53 **D&O Policy** means any insurance policy that covers, among others, current or former directors, members, trustees, managers, and officers liability issued at any time to or providing coverage to the Debtors and all agreements, documents or instruments relating thereto, including any runoff policies or tail coverage.

1.54 **Debtors** means Exide Holdings, Inc.; Exide Technologies, LLC; Exide Delaware LLC; Dixie Metals Company; and Refined Metals Corporation.

1.55 **Debtors in Possession** means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

1.56 **Definitive Documents** means the documents (including any related orders, agreements, instruments, schedules or exhibits) that are necessary or desirable to implement, or otherwise relate to the Europe/ROW Sale Transaction and the Global Settlement, including, but not limited to: (a) the Plan; (b) the Disclosure Statement; (c) any motion seeking the approval of the adequacy of the Disclosure Statement and solicitation of the Plan; (d) each of the documents comprising the Plan Supplement; (e) the Confirmation Order; (f) the GUC Trust Agreement; and (g) the Environmental Settlement Documents.

1.57 **DIP Agent** means "DIP Agent" as defined in the DIP Order.

1.58 **DIP Claim** means any Claim of the DIP Lenders or DIP Agent arising under the DIP Loan Documents or the DIP Order. For the avoidance of doubt, DIP Claims includes all DIP Obligations.

1.59 **DIP Facility** means “DIP Facility” as defined in the DIP Order.

1.60 **DIP Lenders** means “DIP Lenders” as defined in the DIP Order.

1.61 **DIP Loan Documents** means “DIP Loan Documents” as defined in the DIP Order.

1.62 **DIP Motion** means the *Motion of Debtors for (I) Authority to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Provide Superpriority Administrative Expense Status, (D) Grant Adequate Protection, (E) Modify the Automatic Stay, and (F) Schedule a Final Hearing and (II) Related Relief* (Docket No.26).

1.63 **DIP Obligations** means “DIP Obligations” as defined in the DIP Order.

1.64 **DIP Order** means the final order approving the DIP Motion (Docket No. 350).

1.65 **Disallowed** means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of the Plan not to be Allowed.

1.66 **Disbursing Agent** means the Plan Administrator; *provided*, that with respect to distributions to holders of Allowed General Unsecured Claims, the GUC Trustee shall be the “Disbursing Agent” and distribute the GUC Trust Assets as and when provided for in the GUC Trust Agreement.

1.67 **Disclosure Statement** means the disclosure statement filed by the Debtors in support of the Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code (as may be amended, supplemented, or modified from time to time).

1.68 **Disputed** means with respect to a Claim or Interest, that (a) is neither Allowed nor Disallowed under the Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code; or (b) the Debtors or any parties in interest have interposed a timely objection or request for estimation, and such objection or request for estimation has not been withdrawn or determined by a Final Order. If the Debtors, or any parties in interest, dispute only a portion of a Claim, such Claim shall be deemed Allowed in any amount the Debtors, or any parties in interest, do not dispute, and Disputed as to the balance of such Claim.

1.69 **Distribution** means payment or distribution of consideration to holders of Allowed Claims pursuant to this Plan.

1.70 **Distribution Date** means a date or dates as determined by the Disbursing Agent in accordance with the terms of the Plan, on which the Disbursing Agent makes a distribution to holders of Allowed Claims.

1.71 **Distribution Record Date** means the Effective Date of the Plan or such other date as determined by (a) the GUC Trustee with respect to General Unsecured Claims, (b) the Plan Administrator with the consent of the Requisite Noteholders and applicable Trustee with respect to the Superpriority Notes, Exchange Priority Notes, and First Lien Notes, or (c) the Plan Administrator with respect to all other Allowed Claims. For the avoidance of doubt, the Distribution Record Date shall not apply to holders of public securities.

1.72 **DTC** means the Depository Trust Company or any successor securities clearing agency.

1.73 ***Effective Date*** means the date on which all conditions to the effectiveness of the Plan set forth in Section 9 hereof have been satisfied or waived in accordance with the terms of the Plan.

1.74 ***Entity*** has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.75 ***Environmental Global Settlement Payment*** means the \$7,412,477 Cash payment to be made to the Environmental Response Trust by the Transferred Entities on the Effective Date pursuant to the Global Settlement with respect to the Transferred Non-Performing Properties.

1.76 ***Environmental Laws*** means any federal, state, or local laws, including ordinances, statutes, common law, codes, rules, regulations, orders, or decrees, now or hereinafter in effect, relating to (a) pollution, (b) the protection or regulation of human health, natural resources, or the environment, (c) the management of hazardous materials, or (d) the release of hazardous materials into the environment.

1.77 ***Environmental NPP Claim*** means any Transferred NPP Claim, Vernon NPP Claim, or Frisco NPP Claim. For the avoidance of doubt, all Environmental NPP Claims are unsecured Claims against a Debtor and are not entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court.

1.78 ***Environmental Response Trust*** means the trust established pursuant to the Environmental Trust Agreements and the Environmental Settlement Agreement with respect to the Transferred Non-Performing Properties.

1.79 ***Environmental Settlement Agreement*** means that certain Consent Decree and Settlement Agreement Regarding the Non-Performing Properties, among the Debtors, the Consenting Creditors, the Europe/ROW Purchaser, the Transferred Entities, each of the Settling Governmental Authorities, and Westchester relating to the Non-Performing Properties, substantially in the form of the version dated September 22, 2020 and filed at Docket No. 869, the final version of which shall be in form and substance as agreed to by such parties and filed with the Bankruptcy Court prior to the Effective Date.

1.80 ***Environmental Settlement Documents*** means the Environmental Settlement Agreement, the Environmental Trust Agreements, the Vernon Environmental Trust Agreement, and any other documents or instruments required by such documents.

1.81 ***Environmental Sureties*** means, collectively, Westchester and Aspen.

1.82 ***Environmental Trust Agreements*** means one or more trust agreements by and among the Debtors, the Settling Governmental Authorities, the Transferred Entities, and the Environmental Trustee, in form and substance as agreed to by such parties and filed with the Court and consistent with the Environmental Settlement Agreement and Section 5 of the Plan.

1.83 ***Environmental Trust Assets*** shall, pursuant to the Global Settlement, consist of (a) the Environmental Global Settlement Payment, (b) the contributions by Westchester in accordance with the terms of the Environmental Trust Agreements with respect to the Transferred Non-Performing Properties, (c) the Transferred Non-Performing Properties or any proceeds thereof to the extent a Transferred Non-Performing Property is sold prior to the Effective Date, and (d) the Environmental Trust Causes of Action.

1.84 ***Environmental Trust Beneficial Interests*** means the beneficial interests in the Environmental Response Trust.



1.85 ***Environmental Trust Cause of Action*** means any Claim, debt, right or Cause of Action of the Debtors against any Person or Entity that is not a Released Party or an Exculpated Party, including an insurer, relating to any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and operation, monitoring, and maintenance activities authorized or required under Environmental Laws with respect to any Transferred Non-Performing Property.

1.86 ***Environmental Trustee*** means the Person or Entity approved by the Bankruptcy Court to serve as the trustee of the Environmental Response Trust, and any successor thereto in accordance with the Environmental Trust Agreements.

1.87 ***ERISA*** means the Employee Retirement Income Security Act of 1974, title 29 of the United States Code.

1.88 ***Estate or Estates*** means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

1.89 ***Europe/ROW Closing*** means “Closing” as defined in the Europe/ROW Purchase Agreement.

1.90 ***Europe/ROW Purchase Agreement*** means that certain Stock and Asset Purchase Agreement, by and between Exide Holdings, Inc., the other seller parties, and the Europe/ROW Purchaser, together with any and all related agreements and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time.

1.91 ***Europe/ROW Purchaser*** means Energy Technologies Holdings LLC.

1.92 ***Europe/ROW Sale Transaction*** means the sale of the Acquired Assets to the Europe/ROW Purchaser pursuant to the Europe/ROW Purchase Agreement.

1.93 ***European Bridge Notes*** means the notes issued pursuant to the European Bridge Notes Indenture.

1.94 ***European Bridge Notes Indenture*** means that certain indenture, to be entered into by and between non-Debtor Exide International Holdings LP, as issuer, the guarantors party thereto, and U.S. Bank National Association, as trustee and collateral agent, documenting the terms of an interim financing facility in accordance with the Europe/ROW Purchase Agreement, the proceeds of which may be used to fund, among other things, the Global Settlement Payments by the Transferred Entities.

1.95 ***Exchange Priority and First Lien Notes Indenture*** means that certain indenture, by and among Exide Technologies, as issuer, the guarantor parties thereto, and the Exchange Priority and First Lien Notes Trustee, dated as of June 25, 2019, as amended, supplemented or otherwise modified from time to time.

1.96 ***Exchange Priority and First Lien Notes Trustee*** means U.S. Bank National Association, in its capacity as trustee and collateral agent under the Exchange Priority and First Lien Notes Indenture.

1.97 ***Exchange Priority Notes*** means the 11% Exchange Priority Notes due 2024 issued pursuant to the Exchange Priority and First Lien Notes Indenture.

1.98 ***Exchange Priority Notes Charging Lien*** means any Lien or other priority in payment to which the Exchange Priority and First Lien Notes Trustee is entitled, pursuant to the Exchange Priority and First Lien Notes Indenture, against distributions to be made to the holders of the Exchange Priority Notes under this Plan or otherwise, for payment of any Exchange Priority Notes Indenture Trustee Fees.

1.99 ***Exchange Priority Notes Claim*** means a Claim arising under the Exchange Priority and First Lien Notes Indenture relating to the Exchange Priority Notes issued thereunder.

1.100 ***Exchange Priority Notes Indenture Trustee Fees*** means the reasonable compensation, fees, expenses, disbursements and claims for indemnity, subrogation, and contribution including, without limitation, attorneys' fees, financial advisors' fees, and agents' fees, expenses and disbursements, incurred by or owed to the Exchange Priority and First Lien Notes Trustee, whether prior to or after the Petition Date, and whether prior to or after the consummation of the Plan, under the Exchange Priority and First Lien Notes Indenture with respect to the Exchange Priority Notes.

1.101 ***Exculpated Parties*** means collectively: (a) the Debtors, (b) the Wind-Down Estates, (c) the Plan Administrator, (d) the Creditors' Committee and each of its members in their capacity as such, (e) the GUC Trust, (f) the GUC Trustee, (g) the Trustees, and (h) with respect to each of the foregoing Persons or Entities in clauses (a) through (h), all of their Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

1.102 ***Exide International*** means non-Debtor Exide International Holdings, LP.

1.103 ***Exide Technologies*** means Exide Technologies, LLC.

1.104 ***Fee Claim*** means a Claim for professional services rendered or costs incurred on or after the Commencement Date through the Effective Date by professional persons retained by the Debtors or the Creditors' Committee pursuant to sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

1.105 ***Final Order*** means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and is in full force and effect, which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (b) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

1.106 ***First Lien Notes*** means the 11% First Lien Senior Secured Notes due 2024 issued pursuant to the Exchange Priority and First Lien Notes Indenture.

1.107 ***First Lien Notes Charging Lien*** means any Lien or other priority in payment to which the Exchange Priority and First Lien Notes Trustee is entitled, pursuant to the Exchange Priority and

First Lien Notes Indenture, against distributions to be made to the holders of the First Lien Notes under this Plan or otherwise, for payment of any First Lien Notes Indenture Trustee Fees.

1.108 **First Lien Notes Claim** means a Claim arising under the Exchange Priority and First Lien Notes Indenture relating to the First Lien Notes issued thereunder.

1.109 **First Lien Notes Indenture Trustee Fees** means the reasonable compensation, fees, expenses, disbursements and claims for indemnity, subrogation, and contribution including, without limitation, attorneys' fees, financial advisors' fees, and agents' fees, expenses and disbursements, incurred by or owed to the Exchange Priority and First Lien Notes Trustee, whether prior to or after the Petition Date, and whether prior to or after the consummation of the Plan, under the Exchange Priority and First Lien Notes Indenture with respect to the First Lien Notes.

1.110 **Former Officers and Directors** means any Person that served in a capacity as an officer or director of any of the Debtors, other than those (a) Persons that were officers or directors of the Debtors immediately prior to the Americas Closing or (b) Persons that are officers or directors of the Debtors immediately prior to the Effective Date.

1.111 **Frisco Assets** shall, pursuant to the Global Settlement, consist of: (a) the Frisco Global Settlement Payment, (b) the contributions by Aspen in accordance with the Frisco Settlement Agreement, and (c) the Frisco Non-Performing Property.

1.112 **Frisco CDC** means the Frisco Community Development Corporation.

1.113 **Frisco Global Settlement Payment** means the \$100,000 Cash payment to be made to TCEQ by the Transferred Entities on the Effective Date pursuant to the Global Settlement.

1.114 **Frisco Governmental Authority** means each of (a) TCEQ, (b) the City of Frisco, and (c) the Frisco CDC.

1.115 **Frisco Non-Performing Property** means the Non-Performing Property located at 7471 South Fifth Street, Frisco, Texas.

1.116 **Frisco NPP Claim** means any civil Claim or Cause of Action by the Frisco Governmental Authorities against the Debtors under Environmental Laws with respect to or arising out of the Frisco Non-Performing Property.

1.117 **Frisco Settlement Agreement** means that certain Consent Decree and Settlement Agreement Regarding the Non-Performing Exide Frisco Site, by and among the Debtors, the Consenting Creditors, the Europe/ROW Purchaser, the Transferred Entities, the Frisco Governmental Authorities, and Aspen relating to the Frisco Non-Performing Property, substantially in the form of the version dated September 10, 2020 and filed with the Plan Supplement at Docket No. 821, the final version of which shall be in form and substance as agreed to by such parties and filed with the Bankruptcy Court prior to the Effective Date.

1.118 **General Unsecured Claim** means any unsecured Claim against any Debtor, other than an Intercompany Claim or an Environmental NPP Claim, that is not entitled to priority under the Bankruptcy Code or any order of the Bankruptcy Court. The Legacy Notes Claims shall constitute General Unsecured Claims against Holdings. For the avoidance of doubt, Environmental NPP Claims shall not constitute General Unsecured Claims.

1.119 **Global Settlement** shall have the meaning ascribed to such term in Section 5.2(a) of the Plan.

1.120 **Global Settlement Documents** means the Plan, the Definitive Documents contained in the Plan Supplement comprising the Global Settlement, and the Environmental Settlement Documents, each of which shall be acceptable in form and substance to each of the Global Settlement Parties. For the avoidance of doubt, the Global Settlement Parties acknowledge and agree that the Plan is acceptable, subject to any consent rights contained in Section 12.4 hereof.

1.121 **Global Settlement Party** means each of the Debtors, the Consenting Creditors, the Creditors' Committee, the Settling Governmental Authorities, and the Environmental Sureties.

1.122 **Global Settlement Payments** means, collectively, the Environmental Global Settlement Payment, the Vernon Global Settlement Payment (subject to the satisfaction of the Payment Condition), the Frisco Global Settlement Payment, and the GUC Global Settlement Payment.

1.123 **Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code; *provided*, that for the avoidance of doubt, the term "Governmental Unit" shall not include the PBGC.

1.124 **GUC Global Settlement Payment** means the \$2,400,000 Cash payment to be made to the GUC Trust by the Transferred Entities on the Effective Date pursuant to the Global Settlement.

1.125 **GUC Trust** means the trust established under the Plan in accordance with the GUC Trust Agreement.

1.126 **GUC Trust Agreement** means that certain General Unsecured Creditors' Trust Agreement to be entered into by the Debtors, the GUC Trustee, the Requisite Noteholders, and the Creditors' Committee, substantially in the form of the version dated September 10, 2020 and filed with the Plan Supplement at Docket No. 821, the final version of which shall be in form and substance as agreed to by such parties and filed with the Bankruptcy Court prior to the Effective Date.

1.127 **GUC Trust Assets** shall, pursuant to the Global Settlement, consist of: (a) the GUC Global Settlement Payment, and (b) the GUC Trust Causes of Action.

1.128 **GUC Trust Beneficial A Interests** means beneficial interests in the GUC Trust entitling the respective holder to its Pro Rata share of the GUC Trust Assets in accordance with the GUC Trust Agreement.

1.129 **GUC Trust Beneficial B Interests** means beneficial interests in the GUC Trust entitling the respective holder to its Pro Rata share of the GUC Trust Assets after the GUC Trust has distributed Cash to holders of Allowed General Unsecured Claims in an aggregate amount equal to the GUC Global Settlement Payment.

1.130 **GUC Trust Causes of Action** means (a) all Avoidance Actions, (b) Causes of Action of the Debtors against Former Officers and Directors, and (c) Causes of Action of the Debtors arising under commercial tort law; *provided*, that GUC Trust Causes of Action shall exclude (a) all Avoidance Actions or Causes of Action against any Released Party, Exculpated Party, ABL Lender, or ABL Agent, (b) the Environmental Trust Causes of Action, (c) the Vernon Environmental Trust Causes of Action, (d) any Causes of Action settled pursuant to the Global Settlement, and (e) any other Causes of Actions of the Debtors, including those arising under sections 542 or 549 of the Bankruptcy Code.

1.131 **GUC Trustee** means the Person or Entity selected by the Creditors' Committee to serve as the trustee of the GUC Trust, and any successor thereto in accordance with the GUC Trust Agreement.

1.132 **Holdings** means Exide Holdings, Inc.

1.133 **Holdings Equity Interests** means all Interests in Holdings, including Holdings Stock and any options, warrants or rights to acquire any such Interests.

1.134 **Holdings Stock** means all common stock and preferred stock in Holdings.

1.135 **Impaired** means, with respect to a Claim, Interest or Class of Claims or Interests, "impaired" within the meaning of section 1124 of the Bankruptcy Code.

1.136 **Insured Claim** means any Claim or portion of a Claim that is, or may be, insured under any of the Debtors' insurance policies.

1.137 **Intercompany Claim** means a Claim against any Debtor by another Debtor or non-Debtor Affiliate of such other Debtor.

1.138 **Intercompany Interest** means an Interest in a Debtor other than a Holdings Equity Interest.

1.139 **Intercreditor Agreement** means that certain Amended and Restated Intercreditor Agreement, by and between the ABL Agents and U.S. Bank, in its separate capacities as trustee and collateral agent under each of the Superpriority Notes Indenture, the Exchange Priority and First Lien Notes Indenture, and the 2020 Legacy First Lien Notes Indenture, dated June 17, 2019, as amended, supplemented or otherwise modified from time to time.

1.140 **Interest** means any equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Debtors, whether fully vested or vesting in the future, including, without limitation, equity or equity-based incentives, grants, or other instruments issued, granted or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interests in the Debtors that existed immediately before the Effective Date.

1.141 **June 2019 Financing** means the new money investment and debt exchange of existing debt by the Debtors' lender group completed in June 2019, as described in Article III of the Disclosure Statement.

1.142 **Legacy Notes** means the 3.79% Second Lien Deferred Payment Notes due 2022, the 11% First Lien Senior Secured Notes due 2020, and the 11% First Lien Senior Secured Notes due 2022 issued pursuant to the Legacy Notes Indentures.

1.143 **Legacy Notes Charging Lien** means any Lien or other priority in payment to which the Legacy Notes Trustee is entitled, pursuant to the Legacy Notes Indentures, against distributions to be made to the holders of the Legacy Notes Claims under this Plan or otherwise, for payment of any Legacy Notes Indenture Trustee Fees.

1.144 **Legacy Notes Indentures** means, collectively, the (a) Legacy Second Lien Notes Indenture, (b) the 2020 Legacy First Lien Notes Indenture, and (c) the 2022 Legacy First Lien Notes Indenture.

1.145 **Legacy Notes Indenture Trustee Fees** means the reasonable compensation, fees, expenses, disbursements and claims for indemnity, subrogation, and contribution including, without limitation, attorneys' fees, financial advisors' fees, and agents' fees, expenses and disbursements, incurred by or owed to the Legacy Notes Trustee, whether prior to or after the Commencement Date, and whether prior to or after the consummation of the Plan, under the Legacy Notes Indentures.

1.146 **Legacy Notes Trustee** means Delaware Trust Company, in its capacity as successor trustee and collateral agent under the Legacy Notes Indentures.

1.147 **Legacy Second Lien Notes Indenture** means that certain indenture, by and between Holdings, as issuer, and U.S. Bank National Association, as trustee, dated as of June 30, 2015, as amended, supplemented or otherwise modified from time to time.

1.148 **Legacy Notes Claims** means Claims arising under any of the Legacy Notes Indentures.

1.149 **Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.150 **Net Cash Proceeds** means (a) all Cash of the Debtors realized from their business or Wind-Down operations or the Sale Transaction Proceeds *less* (b) the amount of Cash (i) necessary to pay holders of Allowed (or reserve for Disputed) Administrative Expense Claims, Fee Claims, Restructuring Expenses, Trustees Fees, Priority Tax Claims, DIP Claims, ABL Claims, Priority Non-Tax Claims, and Other Secured Claims; (ii) estimated and reserved by the Debtors or the Plan Administrator with the reasonable consent of the Requisite Noteholders to adequately fund the Wind-Down; (iii) necessary to satisfy any Statutory Fees required to be paid in accordance with the Bankruptcy Code, the Bankruptcy Rules or any order of the Bankruptcy Court; and (iv) necessary to satisfy the Debtors' obligations under the Europe/ROW Purchase Agreement and the Global Settlement (including the turnover to the Environmental Response Trust or the Vernon Environmental Response Trust of any sale proceeds of the Transferred Non-Performing Properties or the Vernon Non-Performing Property, as applicable, received prior to the Effective Date or the Global Settlement Payments, to the extent received by the Debtors from the Transferred Entities pursuant to Section 5.2(h) hereof).

1.151 **New Board** means the new board of directors of Holdings on and after the Effective Date.

1.152 **Non-Performing Properties** means the properties set forth on Schedule 2 attached hereto.

1.153 **Notes Deficiency Claims** means the deficiency Claims on account of indebtedness under the Superpriority Notes Indenture or the Exchange Priority and First Lien Notes Indenture under section 506(a) of the Bankruptcy Code.

1.154 **Optimization** means the internal reorganization of the Debtors completed in December 2019, as described in Article III of the Disclosure Statement, that was the subject of the investigation by the sub-committee of the special committee of the Debtors' board of directors.

1.155 ***Other Secured Claim*** means a Secured Claim, other than (a) the ABL Claims, (b) the Superpriority Notes Guarantee Claims, (c) the Exchange Priority Notes Claims, (d) the First Lien Notes Claims, and (e) the DIP Claims.

1.156 ***Payment Condition*** means the approval by the Bankruptcy Court of the release by the California state governmental agencies, including the California DTSC, set forth in Section 10.6 in favor of the Europe ROW Purchaser, the Transferred Entities, and the Consenting Creditors.

1.157 ***PBGC*** means the Pension Benefit Guaranty Corporation.

1.158 ***PBGC Claims*** means all Claims of the PBGC, including any UBL Claim or any Claim for plan termination premiums under section 4006 of ERISA, against Holdings or Exide Technologies or any member of each entity's "controlled group" as that term is defined in ERISA section 4001(a)(14) based upon or relating to the Pension Plan or any agreements relating thereto.

1.159 ***PBGC Settlement Payment*** means the \$6,000,000 Cash payment to be made to the PBGC by the Transferred Entities on the Effective Date pursuant to Section 5.3 of the Plan.

1.160 ***Pension Plan*** means the following Pension Plan as to which Holdings was the plan sponsor, as such term is defined in ERISA Section 3(16)(B): Exide Technologies Retirement Plan.

1.161 ***Permitted Liens*** means "Permitted Liens" as defined in the Europe/ROW Purchase Agreement.

1.162 ***Person*** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit or other Entity.

1.163 ***Plan*** means this joint chapter 11 plan, including the exhibits hereto and the Plan Supplement, as the same may be amended or modified from time to time in accordance with Section 12.4 herein.

1.164 ***Plan Administrator*** means the person or entity selected by the Debtors charged with overseeing the tasks outlined in Section 5.8 of this Plan, or any successor appointed by the New Board. The identity of the Plan Administrator shall be filed with the Bankruptcy Court prior to the Confirmation Hearing.

1.165 ***Plan Supplement*** means a supplemental appendix to the Plan containing, among other things, forms or term sheets of applicable documents, schedules and exhibits to the Plan to be filed with the Court, including, but not limited to, the following: (a) Assumption Schedule, (b) GUC Trust Agreement, (c) Environmental Settlement Agreement, (d) Environmental Trust Agreements, (e) Frisco Settlement Agreement, (f) Vernon Environmental Trust Agreement, and (g) Columbus NPP Termination Documents. The first Plan Supplement was filed at least seven (7) days prior to the deadline to objection to confirmation of the Plan; *provided*, that through the Effective Date, the Debtors shall have the right to amend any documents contained in, and exhibits to, any Plan Supplement subject to the requirements of Section 12.4 of the Plan and except that the Debtors shall not have the right to amend any Environmental Settlement Document without the consent of the Settling Governmental Authorities.

1.166 ***Postpetition Accounts Payable*** means any postpetition Cure Amount due or accrued on account of any executory contract or unexpired lease designated for assignment and assumption to the Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco

Governmental Authorities (other than TCEQ) pursuant to the Environmental Settlement Documents or the Frisco Settlement Agreement, as applicable.

1.167 ***Prerequisite Condition*** has the meaning set forth in Section 9.1(k) hereof.

1.168 ***Priority Non-Tax Claim*** means any Claim other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.169 ***Priority Tax Claim*** means any secured or unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.170 ***Pro Rata*** means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Interests in that Class, or the proportion that Allowed Claims or Interests in a particular Class bear to the aggregate amount of Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests in a particular Class and other Classes entitled to share in the same recovery as such Class under the Plan.

1.171 ***Professional Fee Escrow Account*** means “Professional Fee Escrow Account” as defined in the DIP Order.

1.172 ***Proof of Claim*** means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

1.173 ***Related Parties*** means with respect to any Exculpated Party or Released Party: (a) such Entities’ successors and assigns, subsidiaries, Affiliates, managed accounts or funds, (b) all of their respective current and former officers, directors, principals, stockholders (and any fund managers, fiduciaries or other agents of stockholders with any involvement with the Debtors), members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, solely to the extent such persons and entities acted on the behalf of the Released Parties in connection with the matters as to which exculpation or releases are provided in the Plan, and (c) such persons’ respective heirs, executors, estates, servants and nominees; *provided*, that the Former Officers and Directors of the Debtors shall not be “Related Parties.”

1.174 ***Released Parties*** means collectively: (a) the Debtors, (b) each of the Consenting Creditors, (c) the Trustees, (d) the Europe/ROW Purchaser, (e) the Transferred Entities, (f) each of the DIP Lenders and the DIP Agent, (g) the Creditors’ Committee and each of its members in their capacity as such, and with respect to each of the foregoing entities in clauses (a) through (g), such Entities’ respective Related Parties.

1.175 ***Releasing Parties*** has the meaning set forth in Section 10.6 hereof.

1.176 ***Requisite Noteholders*** means, collectively, as of date of determination, Consenting Creditors who collectively hold at least two-thirds of the aggregate outstanding principal amount of each of (a) the Exchange Priority Notes held by all Consenting Creditors at such time, (b) the First Lien Notes held by all Consenting Creditors at such time, and (c) the Superpriority Notes held by all Consenting Creditors at such time. For the avoidance of doubt, the term “Requisite Noteholders” as used herein shall not hold the same meaning as the same or similar terms contained in the Exchange Priority and First Lien Notes Indenture or the Superpriority Notes Indenture.



1.177 **Restructuring Expenses** means the reasonable and documented fees, costs, and expenses of (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, (b) Young Conaway Stargatt & Taylor LLP, and (c) CMD Global Advisors, LLC.

1.178 **RSA** means that certain Restructuring Support Agreement, dated as of May 18, 2020, by and among the Debtors and the Consenting Creditors, as the same may be amended, supplemented, or modified from time to time in accordance with its terms.

1.179 **Sale Transaction** means any transaction or series of transactions pursuant to one or more of (a) the Americas Sale Transaction, (b) the Europe/ROW Sale Transaction, (c) the Wind-Down, or (d) any other sale of Assets (other than the sale of any Non-Performing Property) of any of the Debtors prior to the Effective Date.

1.180 **Sale Transaction Proceeds** means the net cash proceeds received by the Debtors, the Plan Administrator, or the Wind-Down Estates, as applicable, pursuant one or more of the Sale Transactions.

1.181 **Schedules** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007, and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time.

1.182 **Secured Claim** means a Claim (a) secured by a Lien on collateral to the extent of the value of such collateral as (i) set forth in this Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code; or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

1.183 **Settling Governmental Authorities** means the Persons and Entities listed on Schedule 1 attached hereto, and each of their respective successors.

1.184 **Single Share** has the meaning set forth in Section 4.11(b) hereof.

1.185 **Standby Environmental Trust Agreement** means those certain Trust Agreements between certain of the Debtors, as grantor, U.S. Bank National Association, as trustee, and the applicable regulatory agency pursuant to which an environmental standby trust was established to provide financial assurances that funds will be available when needed for closure, post closure, or corrective action of the facility.

1.186 **Standby Environmental Trust Trustee** means U.S. Bank National Association, as trustee under each of the Standby Environmental Trust Agreement.

1.187 **Statutory Fees** means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

1.188 **Subordinated Securities Claim** means a Claim subject to subordination under section 510(b) of the Bankruptcy Code.

1.189 **Subsequent Condition** has the meaning set forth in Section 9.1(k) hereof.

1.190 **Successful Bid** has the meaning set forth in the Bidding Procedures Order.

1.191 ***Superpriority Note Documents*** means “Note Documents” as defined in the Superpriority Notes Indenture.

1.192 ***Superpriority Notes*** means the 10.75% Superpriority Lien Senior Secured Notes due 2021 issued pursuant to the Superpriority Notes Indenture.

1.193 ***Superpriority Notes Charging Lien*** means any Lien or other priority in payment to which the Superpriority Notes Trustee is entitled, pursuant to the Superpriority Notes Indenture, against distributions to be made to the holders of the Superpriority Notes under this Plan or otherwise, for payment of any Superpriority Notes Indenture Trustee Fees.

1.194 ***Superpriority Notes Guarantee Claim*** means a Secured Claim arising under the Superpriority Notes Indenture against Debtors Holdings and Exide Technologies, as guarantors.

1.195 ***Superpriority Notes Indenture*** means that certain indenture, by and among Exide International, as issuer, the guarantor parties thereto, and the Superpriority Notes Trustee, dated as of June 17, 2019, as amended, supplemented or otherwise modified from time to time.

1.196 ***Superpriority Notes Indenture Trustee Fees*** means the reasonable compensation, fees, expenses, disbursements and claims for indemnity, subrogation, and contribution including, without limitation, attorneys’ fees, financial advisors’ fees, and agents’ fees, expenses and disbursements, incurred by or owed to the Superpriority Notes Trustee, whether prior to or after the Petition Date, and whether prior to or after the consummation of the Plan, under the Superpriority Notes Indenture with respect to the Superpriority Notes.

1.197 ***Superpriority Notes Trustee*** means U.S. Bank National Association, in its capacity as trustee and collateral agent under the Superpriority Notes Indenture.

1.198 ***Superpriority Security Documents*** means “Security Documents” as defined in the Superpriority Notes Indenture.

1.199 ***Tax Code*** means the Internal Revenue Code of 1986, as amended,

1.200 ***TCEQ means*** the Texas Commission on Environmental Quality.

1.201 ***Transferred Assets*** has the meaning set forth in the Europe/ROW Purchase Agreement.

1.202 ***Transferred Entities*** means “Transferred Entities” as defined in the Europe/ROW Purchase Agreement and listed on Schedule 3 hereto, including their respective successors and assigns.

1.203 ***Transferred Equity Interests*** means “Transferred Equity Interests” as defined in the Europe/ROW Purchase Agreement.

1.204 ***Transferred Non-Performing Properties*** means (a) the Non-Performing Properties (other than the Vernon Non-Performing Property and the Frisco Non-Performing Property) and (b) the related personal property and equipment transferred to the Environmental Response Trust on the Effective Date pursuant to the Environmental Settlement Agreement.

1.205 ***Transferred NPP Claim*** means any civil Claim or Cause of Action by the Settling Governmental Authorities against the Debtors under Environmental Laws with respect to, or arising out of, the Transferred Non-Performing Properties.

1.206 ***Treasury Regulation*** means the final, temporary and proposed regulations promulgated under the Tax Code.

1.207 ***Trustees*** means, collectively, (a) the Superpriority Notes Trustee, and (b) the Exchange Priority and First Lien Notes Trustee.

1.208 ***Trustees Charging Liens*** means, collectively, (a) the Superpriority Notes Charging Lien (b) the Exchange Priority Notes Charging Lien, (c) the First Lien Notes Charging Lien, and (d) the Legacy Notes Charging Lien.

1.209 ***Trustees Fees*** means, collectively, (a) the Superpriority Notes Indenture Trustee Fees, (b) the Exchange Priority Notes Indenture Trustee Fees, and (c) the First Lien Notes Indenture Trustee Fees.

1.210 ***UBL Claim*** means any and all Claims of the PBGC for the “unfunded benefit liabilities” together with interest of the Pension Plan under ERISA Section 4062(b)(1)(A) against Holdings or Exide Technologies or any member of each entity’s “controlled group” as that term is defined in ERISA section 4001(a)(14).

1.211 ***Unexpired Lease*** means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

1.212 ***Unimpaired*** means, with respect to a Claim, Interest or Class of Claims or Interests, not “impaired” within the meaning of section 1123(a)(4) and 1124 of the Bankruptcy Code.

1.213 ***Vernon Environmental Response Trust*** means the trust established pursuant to the Vernon Environmental Trust Agreement and the Environmental Settlement Agreement with respect to the Vernon Non-Performing Property, in accordance with the Environmental Settlement Agreement.

1.214 ***Vernon Environmental Trust Agreement*** means the trust agreement by and among the Debtors, the United States on behalf of the U.S. Environmental Protection Agency, the Transferred Entities, and the Vernon Environmental Trustee, in form and substance as agreed to by such parties and filed with the Court and consistent with the Environmental Settlement Agreement and Section 5 of the Plan.

1.215 ***Vernon Environmental Trust Assets*** shall, pursuant to the Global Settlement and Section 5.2(e) hereof, consist of (a) the Vernon Global Settlement Payment, (b) the Vernon Non-Performing Property or any proceeds thereof to the extent the Vernon Non-Performing Property is sold prior to the Effective Date, and (c) the Vernon Environmental Trust Causes of Action.

1.216 ***Vernon Environmental Trust Beneficial Interests*** means the beneficial interests in the Vernon Environmental Response Trust.

1.217 ***Vernon Environmental Trust Cause of Action*** means any Claim, debt, right or Cause of Action of the Debtors against any Person or Entity that is not a Released Party or an Exculpated Party, including an insurer, relating to any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed

restrictions, oversight costs and operation, monitoring, and maintenance activities authorized or required under Environmental Laws with respect to the Vernon Non-Performing Property.

1.218 ***Vernon Environmental Trustee*** means the Person or Entity approved by the Bankruptcy Court to serve as the trustee of the Vernon Environmental Response Trust, and any successor thereto in accordance with the Vernon Environmental Trust Agreement.

1.219 ***Vernon Global Settlement Payment*** means the \$2,587,523 Cash payment to be made to the Vernon Environmental Response Trust or the Vernon Standby Trust in accordance with the Environmental Settlement Agreement, by the Transferred Entities on the Effective Date pursuant to the Global Settlement if the Payment Condition is satisfied.

1.220 ***Vernon Non-Performing Property*** means the Debtors' non-performing property located at 2700 S. Indian Street, Los Angeles, California and the related personal property and equipment transferred to the Vernon Environmental Response Trust on the Effective Date pursuant to the Environmental Settlement Agreement.

1.221 ***Vernon NPP Claim*** means any civil Claim or Cause of Action against the Debtors under Environmental Laws with respect to or arising out of the Vernon Non-Performing Property.

1.222 ***Vernon Standby Trust*** means the Closure/Postclosure Trust established by the Debtors in 2013 for the benefit of the California DTSC relating to remediation of the Vernon Non-Performing Property.

1.223 ***Vernon Trust Condition*** means that the Vernon Environmental Trustee and the California DTSC reach a mutual, written agreement on or before the Effective Date that provides covenants not to sue or equivalent protections for the parties to the Vernon Environmental Trust Agreement from the California DTSC that are substantively identical to the covenants not to sue set forth in Paragraph 45.c.i of the Environmental Settlement Agreement being granted by the Settling Governmental Authorities (other than the Frisco Governmental Authorities) to the parties to the Environmental Trust Agreements.

1.224 ***Voting Deadline*** means the deadline established by an Order of the Bankruptcy Court for voting to accept or reject the Plan.

1.225 ***Westchester*** means Westchester Fire Insurance Company, in its capacity as provider of surety insurance pursuant the Westchester Surety Bond Agreements.

1.226 ***Westchester Catch-up Payments*** means the distributions that would have been made to Westchester on account of its Allowed General Unsecured Claim had it received GUC Trust Beneficial A Interests, which shall instead be made by reallocating the first dollars of distribution, if any, to be made to PBGC on account of PBGC's GUC Trust Beneficial A Interests after the GUC Trust has distributed Cash to holders of Allowed General Unsecured Claims in an aggregate amount equal to the GUC Global Settlement Payment.

1.227 ***Westchester Surety Bond Agreements*** means the applicable agreements governing the surety bond obligations of Westchester to the Debtors with respect to the Non-Performing Properties.

1.228 ***Wind-Down*** means, following the Effective Date, the process to sell, abandon, wind down, dissolve, liquidate or distribute any remaining assets of the Debtors' Estates in accordance with the Plan.

1.229 ***Wind-Down Budget*** means an amount to be agreed between the Debtors and the Requisite Noteholders for the purpose of effectuating the Wind-Down.

1.230 ***Wind-Down Estates*** means the Debtors, or any successor thereto, by merger, consolidation or otherwise, pursuant to and under the Plan on or after the Effective Date; *provided*, that Wind-Down Estates shall not include the Environmental Response Trust, the Vernon Environmental Response Trust, or the GUC Trust.

#### **B. Interpretation; Application of Definitions and Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained therein. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) unless otherwise specified, all references herein to “Sections” are references to Sections hereof or hereto; (4) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (5) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

#### **C. Controlling Document.**

In the event of an inconsistency between the Plan and any other document, the terms of the Plan shall control. The provisions of the Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided* that, if there is determined to be any inconsistency between any Plan provision and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of the Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

#### **D. Certain Consent Rights.**

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the Requisite Noteholders as set forth in the RSA with respect to the form and substance of the Plan, the Plan Supplement, and any other Definitive Document, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Section 1 hereof) and fully enforceable as if stated in full herein until such time as the RSA is terminated in accordance with its terms.

**SECTION 2. ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS.****2.1. *Administrative Expense Claims.***

Except to the extent that a holder of an Allowed Administrative Expense Claim and the Debtors or the Plan Administrator agree to different treatment, the Debtors (or the Plan Administrator, as the case may be) shall pay to each holder of an Allowed Administrative Expense Claim Cash in an amount equal to such Claim on (a) the later of (i) the Effective Date and (ii) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable, or (b) on such other date or terms as may be mutually agreed upon between the holder of such an Allowed Administrative Expense Claim and the Debtors or the Plan Administrator, as applicable.

**2.2. *Fee Claims.***

(a) All entities seeking an award by the Bankruptcy Court of Fee Claims (a) shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is forty-five (45) days after the Effective Date, and (b) shall be paid in full from the Professional Fee Escrow Account in such amounts as are Allowed by the Bankruptcy Court (i) upon the later of the Effective Date and the date upon which the order relating to any such Allowed Fee Claim is entered or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the Debtors or the Plan Administrator, as applicable. The Plan Administrator and the GUC Trustee are authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

(b) On or about the Effective Date, holders of Fee Claims shall provide a reasonable estimate of unpaid Fee Claims incurred in rendering services before the Effective Date to the Debtors or the Creditors' Committee, as applicable, and the Debtors or the Plan Administrator, as applicable, shall separately escrow such estimated amounts in the Professional Fee Escrow Account (less any amounts already reserved for such professional in the Professional Fee Escrow Account) for the benefit of the holders of the Fee Claims until the fee applications related thereto are resolved by Final Order or agreement of the parties. If a holder of a Fee Claim does not provide an estimate, the Debtors or the Plan Administrator, as applicable, may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Fee Claim. When all such Allowed Fee Claims have been paid in full, any remaining amount in such escrow shall promptly be released from such escrow and revert to, and ownership thereof shall vest in, the Wind-Down Estates and the Plan Administrator without any further action or order of the Bankruptcy Court.

(c) For the avoidance of doubt, paragraph 23 of the DIP Order shall continue to apply to the Professional Fee Escrow Account and Fee Claims.

**2.3. *Priority Tax Claims.***

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction of such Allowed Priority Tax Claim, at the sole option of the Debtors or the Plan Administrator, as applicable, (a) Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date; (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim; and (iii) the date such Allowed

Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; *provided*, that the Debtors reserve the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium; or (b) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Commencement Date.

#### 2.4. *DIP Claims*

Unless indefeasibly paid in full in Cash prior to the Effective Date, the DIP Claims shall be deemed Allowed in the full amount of the DIP Obligations, and each holder of a DIP Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for such DIP Claim, Cash in an amount equal to such Claim on the Effective Date. Upon the indefeasible payment in full in Cash of all DIP Claims, all Liens and security interests granted pursuant to the DIP Loan Documents shall be deemed cancelled and shall be of no further force and effect, and each DIP Claim shall be deemed to be fully satisfied, settled, released, and compromised.

#### 2.5. *Restructuring Expenses*

During the period commencing on the Commencement Date through the Effective Date, the Debtors have, and will promptly pay in full in Cash any Restructuring Expenses in accordance with the terms of the RSA. Without limiting the foregoing, to the extent that any Restructuring Expenses remain unpaid as of the Business Day prior to the Effective Date, on the Effective Date, the Plan Administrator shall pay in full in Cash any outstanding Restructuring Expenses that are invoiced without the requirement for the filing of retention applications, fee applications, or any other applications in the Chapter 11 Cases, and without any requirement for further notice or Bankruptcy Court review or approval. For the avoidance of doubt, any Restructuring Expenses invoiced after the Effective Date shall be paid promptly, but no later than ten (10) business days of receiving an invoice.

#### 2.6. *Trustees Fees*

On the Effective Date (and thereafter with respect to fees and expenses relating to post-Effective Date service under the Plan, including the closing of the Europe/ROW Sale Transaction), the Debtors or Plan Administrator shall pay in Cash all reasonable unpaid documented Trustees Fees without application or approval of the Bankruptcy Court and without a reduction to recoveries of the holders of the Superpriority Notes, Exchange Priority Notes or First Lien Notes, as applicable. For the avoidance of doubt, nothing herein affects each Trustees' right to exercise its Trustees Charging Lien against distributions to the holders of the Superpriority Notes, Exchange Priority Notes, or First Lien Notes, as applicable. Any Trustees Fees invoiced after the Effective Date shall be paid promptly by the Plan Administrator, but no later than ten (10) business days after receiving an invoice.

The Trustees shall provide the Debtors, the Consenting Creditors, and the Creditors' Committee with an estimate of the Trustees Fees no later than five (5) business days prior to the Effective Date. If the Debtors dispute any requested Trustee Fees, the Debtors or Plan Administrator shall (i) pay the undisputed portion of Trustees Fees, and (ii) notify the applicable Trustee of such dispute within two (2) days after presentment of the invoices by the Trustees. Upon such notification, the applicable Trustee may assert its Trustees Charging Lien to pay the disputed portion of its Trustees Fees or submit such dispute for resolution by the Bankruptcy Court; provided, however, that the Bankruptcy Court's review shall be limited to a determination under the reasonableness standard in accordance with the applicable indenture. Nothing herein shall be deemed to impair, waive, discharge or negatively impact any Trustees Charging Lien.

### SECTION 3. CLASSIFICATION OF CLAIMS AND INTERESTS.

#### 3.1. *Classification in General.*

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

#### 3.2. *Grouping of Debtors for Convenience Only.*

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and Plan Distributions to be made in respect of Claims against and Interests in the Debtors under this Plan. Each Class of Claims will be deemed to contain sub-classes for each of the Debtors, to the extent applicable for voting and distribution purposes. To the extent there are no Allowed Claims or Interests with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor. Except as otherwise provided herein, to the extent a holder has a Claim that may be asserted against more than one Debtor, the vote of such holder in connection with such Claims shall be counted as a vote of such Claim against each Debtor against which such holder has a Claim. Except as provided in Section 5 of this Plan, such groupings shall not affect each Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets.

#### 3.3. *Summary of Classification.*

The following table designates the Classes of Claims against, and Interests in, each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, DIP Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in this Section 3. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Section 3.5.



<b>Class</b>	<b>Designation</b>	<b>Treatment</b>	<b>Entitled to Vote</b>
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	Other Secured Claims	Unimpaired	No (Presumed to accept)
3	ABL Claims	Unimpaired	No (Presumed to accept)
4	Superpriority Notes Guarantee Claims	Impaired	Yes
5	Exchange Priority Notes Claims	Impaired	Yes
6	First Lien Notes Claims	Impaired	Yes
7	General Unsecured Claims	Impaired	No (Deemed to reject)
8	Environmental NPP Claims	Impaired	No (Deemed to reject)
9	Intercompany Claims	Impaired	No (Deemed to reject)
10	Intercompany Interests	Impaired	No (Deemed to reject)
11	Holdings Equity Interests	Impaired	No (Deemed to reject)
12	Subordinated Securities Claims	Impaired	No (Deemed to reject)

### 3.4. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

### 3.5. *Elimination of Vacant Classes.*

Any Class of Claims or Interests that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

### 3.6. *Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court at the Confirmation Hearing to deem the Plan accepted by the holders of such Claims or Interests in such Class.

### 3.7. *Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify this Plan in accordance with Section 12 hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

**SECTION 4. TREATMENT OF CLAIMS AND INTERESTS.**

**4.1. *Priority Non-Tax Claims (Class 1).***

(a) *Classification:* Class 1 consists of Priority Non-Tax Claims against the Debtors.

(b) *Treatment:* On or as soon as practicable after the Effective Date, except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, each holder thereof shall be paid in full in Cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(c) *Voting:* Class 1 is Unimpaired, and holders of Priority Non-Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Priority Non-Tax Claims.

**4.2. *Other Secured Claims (Class 2).***

(a) *Classification:* Class 2 consists of the Other Secured Claims against the Debtors. To the extent that Other Secured Claims are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 2.

(b) *Treatment:*

(i) Except to the extent that a holder of an Allowed Other Secured Claim agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim will receive, on account of such Allowed Claim, at the sole option of the Debtors or the Plan Administrator, as applicable: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired; or (iii) return of the applicable collateral in satisfaction of the Allowed amount of such Other Secured Claim.

(ii) Except as otherwise specifically provided herein, upon the payment in full in Cash of an Other Secured Claim, any Lien securing an Other Secured Claim that is paid in full, in Cash, shall be deemed released, and the holder of such Other Secured Claim shall be authorized and directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Plan Administrator, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Plan Administrator.

(c) *Voting:* Class 2 is Unimpaired, and holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Other Secured Claims.

**4.3. *ABL Claims (Class 3)***

(a) *Classification:* Class 3 consists of the ABL Claims.

(b) *Allowance:* The ABL Claims are Allowed pursuant to section 506(a) of the Bankruptcy Code against the Debtors in the aggregate principal amount of \$101,939,274.01 plus all accrued but unpaid interest, costs, fees, and expenses then outstanding under the ABL Credit Agreement.

(c) *Treatment:*

(i) In full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed ABL Claim, each holder thereof shall receive Cash until all holders of Allowed ABL Claims are satisfied in full, taking into account any amounts paid to the holders of Allowed ABL Claims pursuant to the Americas Sale Order.

(ii) The Challenge Deadline relating to the ABL Credit Agreement and ABL Agent shall be deemed irrevocably expired (A) with respect to the Creditors' Committee as of the date of the entry of the Americas Sale Order, (B) with respect to the Settling Governmental Authorities, on the Effective Date, and (C) with respect to all other Persons and Entities, on August 27, 2020. For the avoidance of doubt, any reservation of rights relating to the ABL Credit Agreement and the ABL Agent, including paragraphs 37 to 41 of the Americas Sale Order, shall be deemed expired on the foregoing dates with respect to the foregoing parties, as applicable.

(d) *Voting:* Class 3 is Unimpaired, and the holders of ABL Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of ABL Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such ABL Claims.

#### 4.4. ***Superpriority Notes Guarantee Claims (Class 4).***

(a) *Classification:* Class 4 consists of Superpriority Notes Guarantee Claims against the Debtors.

(b) *Allowance:* The Superpriority Notes Guarantee Claims are permanently Allowed pursuant to section 506(a) of the Bankruptcy Code against the Debtors in the aggregate principal amount of \$152,512,500 (plus all accrued but unpaid interest, costs, fees, and expenses then outstanding under the Superpriority Notes Indenture) and such Claims against the Debtors shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person.

(c) *Treatment:* Following the Europe/ROW Closing, the Superpriority Notes and all of the outstanding Claims arising thereunder (including, for the avoidance of doubt, the Superpriority Notes Guarantee Claims) shall be contributed by the Consenting Creditors to the Europe/ROW Purchaser in accordance with the Europe/ROW Purchase Agreement. At the Europe/ROW Closing, the Europe/ROW Purchaser shall contribute the Superpriority Notes to Exide International and the Superpriority Notes shall be cancelled. At the Europe/ROW Closing and without limiting the above, and without any further action by the Consenting Creditors, the Europe/ROW Purchaser or any other party or person or further order of the Bankruptcy Court, (i) the Superpriority Notes Guarantee Claims against the Debtors shall be deemed fully satisfied, released, and discharged, and (ii) any liens or security interests granted by the Debtors under the Superpriority Notes Indenture and the Superpriority Security Documents shall be deemed terminated, released, discharged and without further effect.

(d) *Voting:* Class 4 is Impaired, and the holders of the Superpriority Notes Guarantee Claims are entitled to vote to accept or reject the Plan.

4.5. ***Exchange Priority Notes Claims (Class 5).***

(a) *Classification:* Class 5 consists of Exchange Priority Notes Claims against the Debtors.

(b) *Allowance:* The Exchange Priority Notes Claims are permanently Allowed pursuant to section 506(a) of the Bankruptcy Code against the Debtors in the aggregate principal amount of \$390,000,000 plus all accrued but unpaid interest, costs, fees, and expenses then outstanding under the Exchange Priority and First Lien Notes Indenture and such Claims against the Debtors shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person.

(c) *Treatment:* Except to the extent that a holder of an Allowed Exchange Priority Notes Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for Allowed Exchange Priority Notes Claims, each holder thereof shall receive (i) at the Europe/ROW Closing, its Pro Rata share of the consideration contemplated by Section 5.1(a) of the Plan in exchange for an aggregate amount of \$70,000,000 of Exchange Priority Notes Claims, and (ii) for all remaining Allowed Exchange Priority Notes Claims, Net Cash Proceeds after all Allowed ABL Claims are satisfied in full in Cash, until all Allowed Exchange Priority Notes Claims are satisfied in full in Cash or such Net Cash Proceeds are exhausted.

(d) *Voting:* Class 5 is Impaired, and the holders of the Exchange Priority Notes Claims are entitled to vote to accept or reject the Plan.

4.6. ***First Lien Notes Claims (Class 6).***

(a) *Classification:* Class 6 consists of First Lien Notes Claims against the Debtors.

(b) *Allowance:* The First Lien Notes Claims are permanently Allowed pursuant to section 506(a) of the Bankruptcy Code against the Debtors in the aggregate principal amount of \$161,023,000 plus all accrued but unpaid interest, costs, fees, and expenses then outstanding under the Exchange Priority and First Lien Notes Indenture and such Claims against the Debtors shall not be subject to any avoidance, reductions, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or any other challenges under any applicable law or regulation by any Person.

(c) *Treatment:* Except to the extent that a holder of an Allowed First Lien Notes Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, such Allowed First Lien Notes Claim, each holder thereof shall receive its Pro Rata share of Net Cash Proceeds after all Allowed ABL Claims and Allowed Exchange Priority Notes Claims are satisfied in full in accordance with the Plan, until all Allowed First Lien Notes Claims are satisfied in full in Cash or such Net Cash Proceeds are exhausted.

(d) *Voting:* Class 6 is Impaired, and the holders of the First Lien Notes Claims are entitled to vote to accept or reject the Plan.

**4.7. General Unsecured Claims (Class 7).**

(a) *Classification:* Class 7 consists of General Unsecured Claims against the Debtors.

(b) *Treatment:*

(i) Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction and release of, and in exchange for, such Allowed General Unsecured Claim, each holder thereof shall receive its Pro Rata share of (A) the GUC Trust Beneficial A Interests, and (B) Net Cash Proceeds after the ABL Claims, Exchange Priority Notes Claims, and First Lien Notes Claims are satisfied in full in accordance with the Plan, which shall be shared on a Pro Rata basis with the holders of Allowed Environmental NPP Claims, until all Allowed General Unsecured Claims are satisfied in full in Cash or such Net Cash Proceeds are exhausted.

(ii) All Notes Deficiency Claims shall not receive distributions in accordance with this Section 4.7(b) and such Claims are waived for all purposes, including for voting and for distributions pursuant to and in accordance with this Section 4.7(b).

(iii) In lieu of the treatment provided in Section 4.7(b)(i), Westchester shall receive, in full and final satisfaction and release of, and in exchange for, all of its Allowed General Unsecured Claims (which shall be in a fixed amount of \$30,000,000) (A) its Pro Rata share of (1) GUC Trust Beneficial B Interests, and (2) Net Cash Proceeds after the ABL Claims, Exchange Priority Notes Claims, and First Lien Notes Claims are satisfied in full in accordance with the Plan, which beneficial interests shall be shared on a Pro Rata basis with the holders of Allowed Environmental NPP Claims in accordance with Section 4.8(b)(ii), until all such Allowed General Unsecured Claims are satisfied in full in Cash or such Net Cash Proceeds are exhausted, and (B) the Westchester Catch-up Payments.

(c) *Voting:* Class 7 is Impaired, and the holders of General Unsecured Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such General Unsecured Claims.

**4.8. Environmental NPP Claims (Class 8).**

(a) *Classification:* Class 8 consists of Environmental NPP Claims against the Debtors.

(b) *Treatment:* Except to the extent that a holder of an Allowed Environmental NPP Claim agrees to less favorable treatment of such Claim or otherwise, in full and final satisfaction and release of, and in exchange for, such Allowed Environmental NPP Claim, each holder of an Allowed Environmental NPP Claim shall receive:

(i) (A) if such holder is a Global Settlement Party, then such holder shall be a beneficiary of the Environmental Trust Beneficial Interests and/or the Vernon Environmental Trust Beneficial Interests, as applicable under the Environmental Settlement Documents; (B) if such holder is not a Global Settlement Party and the Payment Condition is satisfied as to such holder but the Vernon Trust Condition is not satisfied, then the Non-Performing Property relating to such holder's Environmental NPP Claim shall be abandoned, and the relevant Global Settlement Payment shall be made, in each case in accordance with Section 5.2(e)(ii) of the Plan; (C) if such holder is not a Global Settlement Party and the

Payment Condition is not satisfied as to such holder, the Non-Performing Property relating to such holder's Environmental NPP Claim shall be abandoned in accordance with Section 5.2(e)(iii) of the Plan, and such holder shall receive a first priority Lien against such Non-Performing Property to secure its Environmental NPP Claim; or (D) if such holder is not a Global Settlement Party and the Payment Condition is satisfied as to such holder and the Vernon Trust Condition is satisfied, then such holder shall be a beneficiary of the Vernon Environmental Trust Beneficial Interests in accordance with the Environmental Settlement Documents;

(ii) its Pro Rata share of GUC Trust Beneficial B Interests;

(iii) Net Cash Proceeds after the ABL Claims, Exchange Priority Notes Claims, and First Lien Notes Claims are satisfied in full in accordance with the Plan, which shall be shared on a Pro Rata basis with holders of Allowed General Unsecured Claims, until all Allowed Environmental NPP Claim are satisfied in full in Cash or such Net Cash Proceeds are exhausted; and

(iv) Notwithstanding anything to the contrary, the foregoing shall not affect any defensive rights of set-off or recoupment of any holder of an Environmental NPP Claim against any Claims asserted by the Debtors, Wind-Down Estates, Plan Administrator, or GUC Trustee, as applicable.

(c) *Voting:* Class 8 is Impaired, and the holders of Environmental NPP Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Environmental NPP Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Environmental NPP Claims.

#### 4.9. ***Intercompany Claims (Class 9).***

(a) *Classification:* Class 9 consists of Intercompany Claims against the Debtors.

(b) *Treatment:* On or after the Effective Date, all Intercompany Claims will be cancelled and not entitled to distribution or any recovery under the Plan.

(c) *Voting:* Class 9 is Impaired, and the holders of Intercompany Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Intercompany Claims.

#### 4.10. ***Intercompany Interests (Class 10).***

(a) *Classification:* Class 10 consists of Intercompany Interests in the Debtors.

(b) *Treatment:* All Intercompany Interests in a subsidiary Debtor shall be cancelled if and when such Debtor is dissolved in accordance with Section 5.8(f) of the Plan. Each holder of an Intercompany Interest in a subsidiary Debtor shall neither receive nor retain any property of the estate or direct interest in property of the estate of such Debtor on account of such Intercompany Interests thereafter; *provided, however*, that in the event that all Allowed Claims against such Debtor have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each holder of an Intercompany Interest in such Debtor may receive its Pro Rata Share of any remaining assets in the Debtor.

(c) *Voting:* Class 10 is Impaired, and the holders of Intercompany Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Intercompany Interests.

#### 4.11. *Holdings Equity Interests (Class 11).*

(a) *Classification:* Class 11 consists of Holdings Equity Interests.

(b) *Treatment:* Except to the extent that a holder of Holdings Equity Interests agrees to less favorable treatment, in full and final satisfaction and release of, and in exchange for Holdings Equity Interests, each such holder thereof shall receive the following treatment: (i) on the Effective Date, all Holdings Equity Interests shall be cancelled and one share of Holdings common stock (the “*Single Share*”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the former holders of Holdings Stock consistent with their former relative priority and economic entitlements and the Single Share shall be recorded on the books and records maintained by the Plan Administrator; (ii) each former holder of a Holdings Stock (through their interest in the Single Share, as applicable) shall neither receive nor retain any property of the Estate or direct interest in property of the Estate on account of such Holdings Stock; *provided*, that in the event that all Allowed Claims have been satisfied in full in accordance with the Bankruptcy Code and the Plan, each former holder of a Holdings Stock may receive its share of any remaining assets of Holdings consistent with such holder’s rights of payment existing immediately prior to the Commencement Date unless otherwise determined by the Plan Administrator, on the date that Holdings’ Chapter 11 Case is closed in accordance with Section 5.16 of the Plan, the Single Share issued on the Effective Date shall be deemed cancelled and of no further force and effect provided that such cancellation does not adversely impact the Debtors’ Estates; and (iii) the continuing rights of former holders of Holdings Stock (including through their interest in Single Share or otherwise) shall be nontransferable except (A) by operation of law or (B) for administrative transfers where the ultimate beneficiary has not changed, subject to the Plan Administrator’s consent.

(c) *Voting:* Class 11 is Impaired, and the holders of Holdings Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Holdings Equity Interests are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Holdings Equity Interests.

#### 4.12. *Subordinated Securities Claims (Class 12).*

(a) *Classification:* Class 12 consists of Subordinated Securities Claims against the Debtors.

(b) *Treatment:* Holders of Subordinated Securities Claims shall not receive or retain any property under the Plan on account of such Subordinated Securities Claims. On the Effective Date, all Subordinated Securities Claims shall be deemed cancelled without further action by or order of the Bankruptcy Court, and shall be of no further force and effect, whether surrendered for cancellation or otherwise.

(c) *Voting:* Class 12 is Impaired, and the holders of Subordinated Securities Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Subordinated Securities Claims are not entitled to vote to accept or reject this Plan, and the votes of such holders will not be solicited with respect to such Subordinated Securities Claims.

## SECTION 5. MEANS FOR IMPLEMENTATION.

### 5.1. *Europe/ROW Sale Transaction.*

(a) *Europe/ROW Sale Transaction.* On or prior to the Effective Date, in accordance with the Europe/ROW Purchase Agreement, the following will occur, subject to the satisfaction or waiver of all applicable closing conditions under the Europe/ROW Purchase Agreement:

(i) pursuant to sections 1123, 1141(b) and 1141(c) of the Bankruptcy Code, all Acquired Assets shall be transferred to, and the Acquired Assets owned by the Debtors shall vest free and clear of all Liens (other than Permitted Liens), Claims, charges, interests, or other encumbrances, in the Europe/ROW Purchaser or such other entity as set forth in the Europe/ROW Purchase Agreement, and all Assumed Liabilities shall be assumed by the Europe/ROW Purchaser or such other entity designated by the Europe/ROW Purchaser in accordance with the terms of the Europe/ROW Purchase Agreement;

(ii) all other transactions as are necessary to consummate the Europe/ROW Sale Transaction in accordance with the Alternative Transaction Structure; and

(iii) the releases provided for in Section 12.22 of the Europe/ROW Purchase Agreement shall become effective and binding on the parties thereto.

### (b) *Sources of Consideration for Plan Distribution.*

The Debtors and the Plan Administrator, as applicable, shall fund Distributions under this Plan with the aggregate consideration comprised of (i) the Sale Transaction Proceeds, (ii) Cash on hand, and (iii) the Global Settlement Payments.

### 5.2. *Compromise and Settlement of Claims, Interests, and Controversies*

(a) The provisions of the Plan, including treatment provided for hereunder for General Unsecured Claims and Environmental NPP Claims, and the Global Settlement Documents incorporate and reflect a proposed compromise and settlement of various issues and disputes related to the Debtors (the “**Global Settlement**”). Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan, the Global Settlement, and any documents related to the Europe/ROW Sale Transaction, shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of an Environmental NPP Claim may have with respect to any such Claim or any Distribution to be made on account of any such Claim and are also in consideration of the significant value provided to the Estates by the Consenting Creditors, the Europe/ROW Purchaser and the Transferred Entities. The entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromises or settlements are in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and is fair, equitable, and reasonable.

(b) The terms of the Global Settlement shall become effective and binding upon all parties, including the Global Settlement Parties and the Transferred Entities, automatically upon the Effective Date without the need for any further action or Bankruptcy Court approval.

(c) *GUC Trust.* The GUC Trust shall be established in accordance with the GUC Trust Agreement and the GUC Trust Assets shall be deemed to have been contributed to the GUC Trust free and clear of all Liens, charges, encumbrances, and Interests for the benefit of the holders of



Allowed General Unsecured Claims and Allowed Environmental NPP Claims. Solely for purposes of distributions from the GUC Trust: (i) all GUC Trust Assets (and all proceeds thereof) and all liabilities of each of the Debtors shall be deemed merged or treated as though they were merged into and with the assets and liabilities of each other; (ii) all unsecured guaranties of the Debtors of the obligations of any other Debtor shall be deemed eliminated and extinguished so that any General Unsecured Claim or Environmental NPP Claim against any Debtor and any guarantee thereof executed by any Debtor and any joint or several liability of any of the Debtors shall be deemed to be one obligation of the consolidated Debtors and the GUC Trust; and (iii) each and every General Unsecured Claim and Environmental NPP Claim filed or to be filed in any of the Chapter 11 Cases shall be treated as filed against the consolidated Debtors and shall be treated as one General Unsecured Claim or Environmental NPP Claims, as applicable, against and obligation of the consolidated Debtors and the GUC Trust. Such substantive consolidation shall not (other than for purposes relating to the Plan) affect the legal and corporate structures of the Wind-Down Estates or modify or affect the requirements of section 553 of the Bankruptcy Code for purposes of effectuating a setoff against the Debtors, the Wind-Down Estates or the GUC Trust, as applicable. Moreover, such substantive consolidation shall not affect any subordination provisions set forth in any agreement relating to any General Unsecured Claim or Environmental NPP Claim or the ability of the GUC Trustee to seek to have any General Unsecured Claim or Environmental NPP Claim subordinated in accordance with any contractual rights or equitable principles.

(d) *Environmental Response Trust.*

(i) The Environmental Response Trust shall be established in accordance with the Environmental Settlement Documents and the Environmental Trust Assets shall be transferred to the Environmental Response Trust free and clear of all Liens, charges, encumbrances, and Interests. The Environmental Global Settlement Payment shall be paid by the Transferred Entities to the Environmental Response Trust in accordance with the terms of the Environmental Settlement Agreement and shall not be subject to satisfaction of the Payment Condition. The Environmental Settlement Agreement contains covenants not to sue and releases which are incorporated herein. For the avoidance of doubt, the Settling Governmental Authorities shall not assert any Transferred NPP Claims against the Debtors as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim. All Transferred NPP Claims shall be treated as Environmental NPP Claims in Class 8 of the Plan.

(ii) Prior to the Effective Date, the Debtors shall not sell or transfer any of the Transferred Non-Performing Properties without the prior written consent of the Settling Governmental Authorities with jurisdiction or oversight over such Transferred Non-Performing Property; *provided*, that in the event the Debtors sell or otherwise transfer a Transferred Non-Performing Property with the consent of the Settling Governmental Authorities with jurisdiction or oversight of such Transferred Non-Performing Property, all proceeds of such sale shall be contributed to the Environmental Response Trust on the Effective Date in lieu of such Transferred Non-Performing Property. For the avoidance of doubt, the sale of a Transferred Non-Performing Property pursuant to this Section 5.2(d)(ii) shall not affect the respective rights of the Settling Governmental Authorities or the Environmental Sureties relating to such Transferred Non-Performing Property.

(iii) Westchester shall make all required contributions to the Environmental Response Trust in accordance with the Environmental Settlement Documents.

(e) *Vernon Environmental Response Trust.*

(i) If the Payment Condition and the Vernon Trust Condition are satisfied:

- (A) the Vernon Environmental Response Trust shall be established in accordance with the Environmental Settlement Documents and the Vernon Environmental Trust Assets shall be transferred to the Vernon Environmental Response Trust free and clear of all Liens, charges, encumbrances, and Interests. The Environmental Settlement Agreement contains covenants not to sue and releases which are incorporated herein. For the avoidance of doubt, any Vernon NPP Claims against the Debtors shall be Disallowed to the extent asserted as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim. All Vernon NPP Claims shall be treated as Environmental NPP Claims in Class 8 of the Plan;
- (B) the Vernon Global Settlement Payment shall be paid by the Transferred Entities to the Vernon Environmental Response Trust in accordance with the terms of the Environmental Settlement Agreement;
- (C) prior to the Effective Date, the Debtors shall not sell or transfer the Vernon Non-Performing Property without the prior written consent of the Settling Governmental Authorities with jurisdiction or oversight over the Vernon Non-Performing Property; *provided*, that in the event the Debtors sell or otherwise transfer the Vernon Non-Performing Property with the consent of the Settling Governmental Authorities with jurisdiction or oversight of the Vernon Non-Performing Property, all proceeds of such sale shall be contributed to the Vernon Environmental Response Trust on the Effective Date in lieu of the Vernon Non-Performing Property. For the avoidance of doubt, the sale of the Vernon Non-Performing Property pursuant to this Section 5.2(e)(i)(C) shall not affect the respective rights of the Settling Governmental Authorities with jurisdiction over the Vernon Non-Performing Property or the Environmental Sureties relating to the Vernon Non-Performing Property; and
- (D) Westchester shall make all required contributions to the Vernon Standby Trust in accordance with the Environmental Settlement Documents.

Condition is *not* satisfied:

- (ii) If the Payment Condition is satisfied, but the Vernon Trust

- (A) pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, the Vernon Non-Performing Property shall be deemed abandoned to Exide Technologies, LLC on the Effective Date, free and clear of all Liens;
- (B) the Vernon Environmental Trust Assets shall not be transferred to the Vernon Environmental Response Trust;
- (C) the Vernon Global Settlement Payment shall be paid by the Transferred Entities to the Vernon Standby Trust in accordance with the terms of the Environmental Settlement Agreement;
- (D) the Debtors, the Wind-Down Estates, and the GUC Trust shall have no further payment obligations whatsoever with regards to the Vernon Non-Performing Property, except to the extent that a Vernon NPP Claim is

Allowed as an Environmental NPP Claim. For the avoidance of doubt, any Vernon NPP Claim shall be Disallowed to the extent asserted as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim, following the abandonment of the Vernon Non-Performing Property; and

- (E) Westchester shall make all required contributions to the Vernon Standby Trust in accordance with the Environmental Settlement Documents.

(iii) If the Payment Condition is *not* satisfied:

- (A) pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, the Vernon Non-Performing Property shall be deemed abandoned to Exide Technologies, LLC on the Effective Date, free and clear of all Liens, other than any Liens granted pursuant to Section 4.8(b) of the Plan;
- (B) the Vernon Environmental Trust Assets shall not be transferred to the Vernon Environmental Response Trust;
- (C) the Vernon Global Settlement Payment shall not be payable by the Transferred Entities;
- (D) Westchester shall make all required contributions to the Vernon Standby Trust in accordance with the Environmental Settlement Documents; and
- (E) the Debtors, the Wind-Down Estates, and the GUC Trust shall have no further payment obligations whatsoever with regards to the Vernon Non-Performing Property except to the extent a Vernon NPP Claim is Allowed as an Environmental NPP Claim. For the avoidance of doubt, any Vernon NPP Claim shall be Disallowed to the extent asserted as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim, following the abandonment of the Vernon Non-Performing Property.
- (f) *Frisco Settlement Agreement.*

(i) The Frisco Assets shall be transferred to the Frisco Governmental Authorities pursuant to the terms of the Frisco Settlement Agreement and free and clear of all Liens. The Frisco Settlement Agreement contains covenants not to sue and releases which are incorporated herein. For the avoidance of doubt, the Frisco Governmental Authorities shall not assert any Frisco NPP Claims against the Debtors as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, an Other Secured Claim, or a General Unsecured Claim; *provided*, that the foregoing shall not affect any defensive rights set-off or recoupment of any of the Frisco Governmental Authorities against any Claim asserted by the Debtors, Wind-Down Estates, Plan Administrator, or GUC Trustee. All Frisco NPP Claims shall be treated as Environmental NPP Claims in Class 8 of the Plan.

(ii) The Frisco Governmental Authorities (other than TCEQ) shall make all required payments to Aspen in accordance with the Frisco Settlement Agreement.

(iii) Aspen shall make all required payments to TCEQ in accordance with the Frisco Settlement Agreement.

(g) *Consenting Creditors.*

(i) Certain Consenting Creditors shall purchase the European Bridge Notes issued pursuant to the terms of the European Bridge Notes Indenture in an aggregate amount equal to at least \$12,500,000.

(ii) On the Effective Date, the Exchange Priority and First Lien Notes Trustee, at the direction of the Requisite Noteholders, shall be deemed to have waived (A) all Liens on or against the Non-Performing Properties, including with respect to any proceeds of the sale of any Non-Performing Properties and (B) any Claims, Interests or Causes of Action against the GUC Trust or the GUC Trust Assets, including any Notes Deficiency Claims or any other General Unsecured Claims.

(iii) The Trustees and Consenting Creditors shall take all actions required or necessary under the Superpriority Notes Indentures and the Exchange Priority and First Lien Notes Indenture to effectuate the Europe/ROW Sale Transaction in accordance with the terms of the Plan and the Europe/ROW Purchase Agreement.

(h) *Transferred Entities.* On the Effective Date, the Transferred Entities shall pay (i) the GUC Global Settlement Payment to the GUC Trust, (ii) the Environmental Global Settlement Payment to the Environmental Response Trust (which, for the avoidance of doubt, shall not be subject to satisfaction of the Payment Condition), (iii) the Frisco Global Settlement Payment to TCEQ, and (iv) subject to the satisfaction of the Payment Condition, the Vernon Global Settlement Payment to the Vernon Environmental Response Trust in accordance with the Environmental Settlement Agreement; *provided*, that for each of the contributions contemplated in the foregoing clauses (i) through (iv), the Transferred Entities may instead, at their election, transfer Cash in an amount equal to the amount of such contribution to the Debtors in partial satisfaction of outstanding intercompany payables owed by the Transferred Entities to the Debtors and, following such Cash payment, on the Effective Date, the Debtors shall make the contributions to the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust (only if the Payment Condition is satisfied), or TCEQ, as applicable.

(i) *Environmental Sureties.*

(i) On the Effective Date, the Environmental Sureties shall be deemed to waive all Claims (including Administrative Expense Claims, Priority Non-Tax Claims, or General Unsecured Claims), Interests, or Causes of Action against the Debtors, the Wind-Down Estates, the Plan Administrator, the GUC Trust or the GUC Trust Assets other than (A) any Other Secured Claims that Westchester may hold on account of cash collateral in the amount of \$5,000,000 (plus any accrued interest or dividends thereon) posted by the Debtors with respect to the Westchester Surety Bond Agreements, and (B) the General Unsecured Claim of Westchester in the fixed amount of \$30,000,000, which shall be treated in accordance with Section 4.7(b)(iii) of the Plan.

(ii) Upon the sale of any Non-Performing Property that is covered by the Westchester Surety Bond Agreement, Westchester's rights under the Westchester Surety Bond Agreements shall be governed by the Environmental Settlement Documents.

(j) *Other Provisions of the Global Settlement.*

(i) As a condition precedent to consummation of the Global Settlement, (A) the Global Settlement Parties (other than the Settling Governmental Authorities) shall not object to or take any other action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay, or impede approval of the Disclosure Statement, the confirmation or consummation

of the Plan or approval of the Global Settlement, and (B) the Settling Governmental Authorities shall not oppose any term or provision of the Plan, Disclosure Statement, or Global Settlement, in each case, subject to the rights of the Global Settlement Parties, including the Settling Governmental Authorities, with respect to amendments to the Plan as set forth in Section 12.4 of the Plan.

(ii) The Global Settlement Parties agree to exchange releases or covenants not to sue as set forth in Section 10 of the Plan or as provided in the Environmental Settlement Agreement or the Frisco Settlement Agreement.

(iii) The Debtors shall not designate any additional properties as Non-Performing Properties, without the prior written consent of the Settling Governmental Authorities.

(iv) The terms of the Global Settlement (A) shall not affect any rights the Settling Governmental Authorities or the Frisco Governmental Authorities may have against any purchaser of any of the Debtors' Assets that is not a Global Settlement Party, and (B) are without prejudice to any (x) Claims other than Transferred NPP Claims held by the Settling Governmental Authorities or Frisco NPP Claims held by the Frisco Governmental Authorities, as applicable, and (y) any Claim, Interest, or Cause of Action of any Governmental Unit that is not a Settling Governmental Authority or Frisco Governmental Authority.

(v) Each of the state Settling Governmental Authorities has acknowledged that it is the primary state governmental agency in its state with responsibility for enforcing Environmental Laws applicable to the Non-Performing Properties located within its jurisdiction. The U.S. Environmental Protection Agency has acknowledged that it is the primary federal governmental agency with responsibility for enforcing federal Environmental Laws applicable to the Non-Performing Properties.

(vi) All pending or potential discovery and litigation by any Global Settlement Party against any other Global Settlement Party related to the Chapter 11 Cases or any of the transactions related thereto shall be subject to a standstill and shall be deemed withdrawn upon the Effective Date.

(vii) The GUC Trust Agreement, the Environmental Settlement Documents, the Frisco Settlement Agreement, and any other documentation required to effectuate the Global Settlement shall be solely for the benefit of the Global Settlement Parties and, for the avoidance of doubt, no third-parties shall be beneficiaries of the Global Settlement or any such documents.

(viii) The Superpriority Notes Indenture and the Exchange Priority and First Lien Notes Indenture shall be deemed amended and modified to the extent necessary to allow, permit and effectuate the transactions contemplated by the Plan and the Europe/ROW Sale Transaction.

(k) *Columbus Non-Performing Property Transaction.*

(i) To facilitate the transfer of the Columbus Non-Performing Property to the Environmental Response Trust, as required by the Environmental Settlement Agreement, and pursuant to sections 105(a), 365 and 554(a) of the Bankruptcy Code, on the Effective Date, in accordance with the Columbus NPP Termination Documents and subject to the satisfaction or waiver of all applicable closing conditions under the Columbus NPP Termination Documents:

(A) Exide Technologies' lease and the bond purchase agreement related to the Columbus Non-Performing Property, including any security documentation related thereto, shall terminate;

- (B) Exide Technologies shall be deemed to have abandoned the revenue bonds issued in connection with the development of the Columbus Non-Performing Property and no further payments shall be due thereunder;
- (C) the Columbus Development Authority shall quitclaim its interest in the parcel located at the Columbus Non-Performing Property to Exide Technologies; and
- (D) the Debtors and the Columbus Development Authority shall take all other actions necessary to consummate the transactions contemplated by the Columbus NPP Termination Documents.

### 5.3. ***Settlement with PBGC.***

- (a) On the Effective Date:

- (i) the Transferred Entities shall pay the PBGC Settlement Payment to the PBGC; *provided*, that the Transferred Entities may instead, at their election, transfer Cash in an amount equal to the amount of such contribution to the Debtors, which the Debtors shall thereafter transfer to PBGC. For the avoidance of doubt, receipt of the PBGC Settlement Payment shall not preclude PBGC from being treated as a holder of a General Unsecured Claim (Class 7) pursuant to Section 4.7 of the Plan; and

- (ii) PBGC consents to the releases contained in Section 10.6 of the Plan in favor of the parties identified in Section 10.6(f) of the Plan.

- (b) PBGC shall not assert any PBGC Claims against the Debtors as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim. To the extent Allowed, all PBGC Claims shall be treated as General Unsecured Claims in Class 7 of the Plan.

- (c) PBGC expressly consents to Section 4.7(b)(iii) of the Plan and the Westchester Catch-up Payments incorporated therein.

- (d) Notwithstanding any provision to the contrary in the Plan, the Disclosure Statement, the Confirmation Order, or any other document filed in these Chapter 11 Cases, nothing shall in any way be construed to discharge, release, limit, or relieve any person or entity from any liability or responsibility under sections 401-414 of ERISA with respect to the Pension Plan. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, the Disclosure Statement, the Confirmation Order, or any other document filed in these Chapter 11 Cases.

### 5.4. ***The GUC Trust.***

- (a) *Execution of GUC Trust Agreement.* On the Effective Date, the GUC Trust Agreement, in a form acceptable to the Debtors, the Creditors' Committee, the Requisite Noteholders, and the GUC Trustee, shall be executed, and all other necessary steps shall be taken to establish the GUC Trust and the beneficial interests therein, which shall be for the benefit of the holders of Allowed General Unsecured Claims and Allowed Environmental NPP Claims. This Section 5.4 sets forth certain of the rights, duties, and obligations of the GUC Trustee. In the event of any conflict between the terms of this Section 5.3 and the terms of the GUC Trust Agreement, the terms of the Plan shall govern.

(b) *Purpose of GUC Trust.* The GUC Trust shall be established to administer certain post-Effective Date responsibilities under the Plan with respect to the GUC Trust Assets, General Unsecured Claims, and Environmental NPP Claims, including, but not limited to, resolving outstanding Disputed General Unsecured Claims and Disputed Environmental NPP Claims and making distributions to holders of Allowed General Unsecured Claims and Allowed Environmental NPP Claims in accordance with the Plan.

(c) *GUC Trust Assets.* The GUC Trust shall consist of the GUC Trust Assets.

(d) *GUC Trustee.* The GUC Trustee shall be responsible to manage the day-to-day operations of the GUC Trust.

(e) *Role of GUC Trustee.* In furtherance of, and consistent with, the purposes of the GUC Trust and the Plan, the GUC Trustee shall (i) have the power and authority to hold, manage, sell, invest, and distribute to the holders of Allowed General Unsecured Claims and Allowed Environmental NPP Claims the GUC Trust Assets, (ii) hold the GUC Trust Assets for the benefit of the holders of Allowed General Unsecured Claims and Allowed Environmental NPP Claims, (iii) have the power and authority to hold, manage, sell, invest, and distribute the GUC Trust Assets obtained through the exercise of its power and authority, (iv) have the power and authority to prosecute and resolve objections to Disputed General Unsecured Claims and Disputed Environmental NPP Claims, and (v) have the power and authority to perform such other functions as are provided for in the Plan and the GUC Trust Agreement. In all circumstances, the GUC Trustee shall act in the best interests of all beneficiaries of the GUC Trust and in furtherance of the purpose of the GUC Trust, and in accordance with the GUC Trust Agreement and not in its own best interest as a creditor. The investment powers of the GUC Trustee are limited to powers to invest in demand and time deposits in banks or savings institutions, or temporary investment such as short-term certificates of deposit or U.S. Treasury bills.

(f) *Preservation of Privilege.* The Debtors and the GUC Trust shall enter into a common interest agreement whereby the Debtors will be able to share documents, information or communications (whether written or oral) relating to the GUC Trust Assets. The GUC Trust shall seek to preserve and protect all applicable privileges attaching to any such documents, information, or communications. The GUC Trustee's receipt of such documents, information or communications shall not constitute a waiver of any privilege. All privileges shall remain in the control of the Debtors, the Wind-Down Estates, or the Plan Administrator, as applicable, and the Debtors, the Wind-Down Estates, or the Plan Administrator, as applicable, retain the right to waive their own privileges.

(g) *Transferability of GUC Trust Beneficial Interests.* GUC Trust Beneficial Interests shall not be certificated and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law, or as and to the extent determined by the GUC Trustee.

(h) *Costs and Expenses of GUC Trustee.* The costs and expenses of the GUC Trust, including the fees and expenses of the GUC Trustee and its retained professionals, shall be paid exclusively from the GUC Trust Assets.

(i) *Retention of Professionals by GUC Trustee.* The GUC Trustee may retain and reasonably compensate counsel and other professionals, which may include, but is not limited to, Creditors' Committee professionals, to assist in their duties as GUC Trustee on such terms as the GUC Trustee deems appropriate without Bankruptcy Court approval.

(j) *U.S. Federal Income Tax Treatment of GUC Trust.* In furtherance of this Section 5.3 of the Plan, (i) the GUC Trust shall be structured to qualify as a "liquidating trust" within the

meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code to the holders of General Unsecured Claims and Environmental NPP Claims, consistent with the terms of the Plan; (ii) the holders of General Unsecured Claims and Environmental NPP Claims shall be treated as the beneficiaries and grantors of the GUC Trust; (iii) the sole purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), including the resolution of General Unsecured Claims and Environmental NPP Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (iv) all parties (including the Debtors and the Estates, holders of General Unsecured Claims, holders of and Environmental NPP Claims, and the GUC Trustee) shall report consistently with such treatment (including the deemed receipt of the GUC Trust Assets, subject to applicable liabilities and obligations, by the holders of General Unsecured Claims and Environmental NPP Claims, followed by the deemed transfer of such GUC Trust Assets to the GUC Trust); (v) all parties shall report consistently for federal income tax purposes, and otherwise, with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee); (vi) the GUC Trustee shall be responsible for filing returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a); (vii) the GUC Trustee shall annually send to each holder of an interest in the GUC Trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes; (viii) all items of income, deductions, and credit loss of the GUC Trust shall be allocated for federal income tax purposes to the holders of General Unsecured Claims and Environmental NPP Claims based on their respective interests in the GUC Trust, including the holders of General Unsecured Claims and Environmental NPP Claims holding Disputed Claims, in such manner as the GUC Trustee deems reasonable and appropriate; and (viii) subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the GUC Trustee), the GUC Trustee may timely elect to (x) treat any portion of the GUC Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 (and make any appropriate elections) and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made for all or any portion of the GUC Trust, all impacted parties (including the Debtors and the Estates, and, to the extent applicable, holders of General Unsecured Claims and Environmental NPP Claims, and the GUC Trustee), and solely with respect to the impacts assets, shall report for United States federal, state, and local income tax purposes consistently with such election.

(k) *Expedited Determination.* The GUC Trustee may request an expedited determination of taxes of the GUC Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

(l) *Dissolution.* The GUC Trustee and the GUC Trust shall be discharged or dissolved, as applicable, upon completion of their duties as set forth in the GUC Trust Agreement, including when (i) all Disputed General Unsecured Claims and Disputed Environmental NPP Claims have been resolved, (ii) all GUC Trust Assets have been liquidated, and (iii) all distributions required to be made by the GUC Trustee under the Plan and the GUC Trust Agreement have been made, but in no event shall the GUC Trust be dissolved later than five (5) years from the Effective Date or such shorter or longer period authorized by the Bankruptcy Court in order to resolve all Disputed General Unsecured Claims and Disputed Environmental NPP Claims.

#### 5.5. *The Environmental Response Trust.*

(a) *Execution of Environmental Trust Agreements.* On or before the Effective Date, the Environmental Trust Agreements, substantially in the form attached to the Environmental



Settlement Agreement, shall be executed, and all other necessary steps to be taken to establish the Environmental Response Trust and the Environmental Trust Beneficial Interests shall be authorized.

(b) *Environmental Trust Assets.* The Environmental Response Trust shall consist of the Environmental Trust Assets. On or before the Effective Date, the Environmental Trustee shall create, and the Global Settlement Parties shall make contributions to, accounts held by or within the Environmental Response Trust as specified and in the amounts provided in the Environmental Settlement Documents.

(c) *Cancellation of Liens.* All Liens except Liens of Settling Governmental Authorities, if any, against a Non-Performing Property shall be irrevocably cancelled on the Effective Date. Any person holding a Lien against a Non-Performing Property shall take any action reasonably requested by the Environmental Trustee to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be reasonably requested by the Environmental Trustee.

#### 5.6. *The Vernon Environmental Response Trust.*

Subject to the satisfaction of the Payment Condition and the Vernon Trust Condition:

(a) *Execution of Vernon Environmental Trust Agreement.* On or before the Effective Date, the Vernon Environmental Trust Agreement, substantially in the form attached to the Environmental Settlement Agreement, shall be executed, and all other necessary steps to be taken to establish the Vernon Environmental Response Trust and the Vernon Environmental Trust Beneficial Interests shall be authorized.

(b) *Vernon Environmental Trust Assets.* The Vernon Environmental Response Trust shall consist of the Vernon Environmental Trust Assets. On or before the Effective Date, the Vernon Environmental Trustee shall create, and the Global Settlement Parties shall make contributions to, accounts held by or within the Vernon Environmental Response Trust as specified and in the amounts provided in the Plan and the Environmental Settlement Documents.

(c) *Cancellation of Liens.* All Liens except Liens of Settling Governmental Authorities, if any, against the Vernon Non-Performing Property shall be irrevocably cancelled on the Effective Date. Any person holding a Lien against the Vernon Non-Performing Property shall take any action reasonably requested by the Vernon Environmental Trustee to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be reasonably requested by the Vernon Environmental Trustee.

#### 5.7. *Canada Non-Performing Property.*

(a) On or before the Effective Date, the Debtors shall (i) deposit Cash in an amount equal to the Canada NPP Risk Management Measures Funds into an escrow account, and (ii) engage in negotiations with the Canada MOE with respect to the abandonment of the Canada Non-Performing Property; *provided*, that to the extent the parties cannot agree, the Debtors may seek a determination by the Bankruptcy Court of the appropriate amount necessary to implement environmental risk management measures and/or abandonment of the Canada Non-Performing Property. The Debtors are authorized to transfer title to or proceeds from the Canada Non-Performing Property to the Canada MOE or its designee. For the avoidance of doubt, the aggregate amount of Allowed Canada NPP Claims shall be reduced by the amount of Canada NPP Risk Management Measures Funds deposited for use by the Canada MOE.

(b) Upon the implementation of environmental risk management measures, any excess Canada NPP Risk Management Measures Funds shall revert to the Wind-Down Estates and shall be available for distribution by the Plan Administrator in accordance with the Plan.

(c) In the event the Canada NPP Risk Management Measures Funds are not sufficient to cover the cost of implementing the environmental risk management measures at the Canada Non-Performing Property, any remaining Canada NPP Claims shall be treated as General Unsecured Claims in accordance with the Plan.

#### 5.8. *Plan Administrator.*

(a) *Appointment.* The Plan Administrator's retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court enters an order closing the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause (as defined below); or (iii) the Plan Administrator voluntarily resigns, upon notice filed with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with the Plan.

(b) *Authority.* Subject to Section 5.8(c) of this Plan, the Plan Administrator shall have the authority and right on behalf of each of the Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

(i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors, other than with respect to General Unsecured Claims and Environmental NPP Claims (for the avoidance of doubt, the GUC Trustee shall be responsible for objecting to, reconciling, or settling General Unsecured Claims and Environmental NPP Claims asserted against the GUC Trust);

(ii) make Distributions to holders of Allowed Claims in accordance with this Plan, other than with respect to Allowed General Unsecured Claims;

(iii) exercise its reasonable business judgment to direct and control the Wind-Down under the Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;

(iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;

(v) other than GUC Trust Causes of Action, the Environmental Trust Causes of Action, the Vernon Environmental Trust Causes of Action, or any Causes of Action released by the Debtors pursuant to the Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates, other than with respect to the GUC Trust Assets;

(vi) retain professionals to assist in performing its duties under the Plan;

(vii) maintain the books and records and accounts of the Debtors;

(viii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;

(ix) following the Effective Date, pay all Restructuring Expenses in Cash in accordance with Section 2.5 of this Plan;

(x) following the Effective Date, pay all Trustees Fees in Cash in accordance with Section 2.6 of the Plan.

(xi) administer each Debtor's tax obligations, including (i) filing tax returns and paying tax obligations, (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor or its estate under Bankruptcy Code section 505(b) for all taxable periods of such Debtor ending after the Commencement Date through the liquidation of such Debtor as determined under applicable tax laws, and (iii) representing the interest and account of each Debtor or its estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;

(xii) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit or applicable law;

(xiii) pay statutory fees in accordance with Section 12.1 of the Plan;

(xiv) perform other duties and functions that are consistent with the implementation of the Plan; and

(xv) close the Chapter 11 Cases, subject to the reasonable consent of the GUC Trustee.

(c) *Boards of Directors and Officers.*

(i) The officers and directors of the Debtors existing prior to the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.

(ii) Upon the Effective Date, the New Board shall consist of one or more directors selected by the Debtors and the Requisite Noteholders, which shall be announced by notice filed with the Bankruptcy Court prior to the Confirmation Hearing.

(iii) Upon the Effective Date, the new governance structure of Holdings will be set forth in the Amended Organizational Documents.

(iv) The New Board shall, among other things, oversee and direct the Plan Administrator (solely in its capacity as the Plan Administrator and not in his capacity as the custodian of the Single Share) and the administration of the Wind-Down Estates in accordance with the Plan. On the Effective Date, or as soon as is reasonably practicable thereafter, the New Board shall establish, in consultation with the Requisite Noteholders and the Plan Administrator, such procedures and protocols as it deems necessary to carry out its duties and as are otherwise acceptable to the Requisite Noteholders.

(d) *Wind-Down.* After the Effective Date, pursuant to the Plan, the Plan Administrator shall effectuate the Wind-Down according to the Wind-Down Budget without any further

approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. The Wind-Down (as determined for federal income tax purposes) shall occur in an expeditious but orderly manner after the Effective Date.

(e) *Indemnification.* Each of the Wind-Down Estates shall indemnify and hold harmless the New Board and the Plan Administrator solely in their capacities as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's or the New Board's bad faith, gross negligence, willful misconduct or criminal conduct.

(f) *Dissolution.* After the Effective Date, the Plan Administrator shall, subject to applicable non-bankruptcy law and consistent with the implementation of this Plan, merge, dissolve, liquidate, or take such other similar action with respect to each Debtor (including the cancellation of all Interests in a Wind-Down Estate) and complete the winding up of such Wind-Down Estate as expeditiously as practicable without the necessity for any other or further actions to be taken by or on behalf of such Wind-Down Estate or its shareholders or members, as applicable, or any payments to be made in connection therewith subject to the filing of a certificate of dissolution with the appropriate Governmental Unit; *provided, however*, that the foregoing does not limit the Plan Administrator's ability to otherwise abandon an Interest in a Wind-Down Estate. The Plan Administrator may, to the extent required by applicable non-bankruptcy law, maintain a Wind-Down Estate as a corporate entity in good standing until such time as such Wind-Down Estate is dissolved or merged out of existence in accordance with the Plan.

#### 5.9. *Corporate Action.*

Upon the Effective Date, by virtue of entry of the Confirmation Order, all actions contemplated by this Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in this Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect as of the Effective Date, without any requirement of further action by the Debtors or the Estates.

#### 5.10. *Withholding and Reporting Requirements.*

(a) *Withholding Rights.* In connection with the Plan, any party issuing any instrument or making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party issuing any instrument or making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Additionally, in the case of a non-Cash distribution that is subject to withholding, the distributing party has the right, but not the obligation, to withhold an appropriate portion of such distributed property and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property.

(b) *Forms.* Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the Plan Administrator, Wind-Down Estates, GUC Trustee or such other Person designated by the Plan Administrator, Wind-Down Estates or GUC Trustee (which entity shall subsequently deliver to the Plan Administrator any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a foreign Person) Form W-8, unless such Person is exempt under the tax Code and so notifies the Plan Administrator. If such request is made by the Plan Administrator, Wind-Down Estates, or such other Person designated by the Plan Administrator or Wind-Down Estates and the holder fails to comply within ninety (90) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Wind-Down Estate and any Claim in respect of such distribution shall be forever barred from assertion against any Debtor, the applicable Wind-Down Estate and their respective property. If such request is made by the GUC Trustee or such other Entity designated by the GUC Trustee and the holder fails to comply within ninety (90) days after the request is made, the amount of such distribution shall irrevocably revert to the GUC Trust and any Claim in respect of such distribution shall be forever barred from assertion against the GUC Trustee or the GUC Trust, or the property of each of them.

#### 5.11. *Exemption From Certain Transfer Taxes.*

To the maximum extent provided by section 1146(a) of the Bankruptcy Code: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (ii) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including any transfers to or by the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

#### 5.12. *Effectuating Documents; Further Transactions.*

(a) On or as soon as practicable after the Effective Date, the Plan Administrator shall take such actions as may be or become necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, and the Global Settlement, including (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, financing, conversion, disposition, transfer, dissolution, transition services, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may determine; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (iv) the issuance of securities, all of which shall be authorized and approved in all respects, in each case, without further action being required under applicable law, regulation, order, or rule; (v) the execution, delivery, or filing of contracts, instruments, releases, and other agreements to effectuate and implement the Plan without the need for any approvals, authorizations, actions, or consents; and (vi) all other actions that the applicable Entities determine to be necessary or appropriate.

(b) Each officer, manager, or member of the board of directors of the Debtors is (and each officer, manager, or member of the board of directors of the Plan Administrator, if applicable, shall be) authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of, and on behalf of, the Wind-Down Estates, all of which shall be authorized and approved in all respects, in each case, without the need for any approvals, authorization, consents, or any further action required under applicable law, regulation, order, or rule (including, without limitation, any action by the stockholders or directors or managers of the Debtors, or the Wind Down Estates) except for those expressly required pursuant to the Plan.

(c) The Debtors shall be authorized to implement the Sale Transactions and the Global Settlement (including the creation of the GUC Trust, the Environmental Response Trust, and, if necessary, the Vernon Environmental Response Trust) in the manner most tax efficient to the Wind-Down Estates, the Environmental Response Trust, and the Vernon Environmental Response Trust, and consistent with the Environmental Settlement Documents.

(d) All matters provided for herein involving the corporate structure of the Debtors or the Wind-Down Estates, to the extent applicable, or any corporate or related action required by the Debtors or the Wind-Down Estates in connection herewith shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders, members, or directors or managers of the Debtors and with like effect as though such action had been taken unanimously by the stockholders, members, directors, managers, or officers, as applicable, of the Debtors or the Wind-Down Estates.

#### 5.13. *Preservation of Rights of Action.*

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, transferred or settled pursuant to this Plan (including pursuant to the Global Settlement, Environmental Settlement Documents, and the Frisco Settlement Agreement), the Confirmation Order, or by another Bankruptcy Court order (including the Americas Sale Order) or transferred to the Europe/ROW Purchaser pursuant to the Europe/ROW Purchase Agreement or the Americas Sale Transaction, the Debtors reserve any and all Causes of Action. On and after the Effective Date, the Plan Administrator may pursue such Causes of Action in its sole discretion. No Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Plan Administrator, or the GUC Trustee, will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or the Effective Date. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator or the GUC Trustee, as applicable, shall retain and shall have, including through its authorized agents or representatives, the exclusive right, authority, and discretion, subject to this Plan, to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing, as the Plan Administrator or the GUC Trustee, as applicable, may determine is in the best interest of the Debtors and their Estates, without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. Notwithstanding anything contained herein to the contrary, the settlement of any Claims and Causes of Action which are expressly to be settled by Confirmation of this Plan itself shall be resolved only by Confirmation of this Plan itself.

**5.14. *Certificate of Incorporation and By-Laws.***

As of the Effective Date, the certificate of incorporation and by-laws, or other organizational documents, as applicable, of the Debtors shall be amended to the extent necessary to carry out the provisions of this Plan. Such amended organizational documents (if any) shall be filed with the Bankruptcy Court in advance of the Effective Date.

**5.15. *Stock Trading Restrictions***

The restrictions imposed by the *Interim Order Establishing Notification Procedures And Approving Restrictions On Certain Transfers Of Interests In The Debtors* (Docket No. 113), as the same may be amended from time to time, shall remain effective and binding through the closing of the Chapter 11 Cases.

**5.16. *Cancellation of Superpriority Notes and Release and Discharge of Debtor Guarantee Claims.***

Prior to the Europe/ROW Closing, the Consenting Creditors shall contribute the Superpriority Notes, together with all of the outstanding Claims arising thereunder and under the Superpriority Notes Indenture to the Europe/ROW Purchaser in exchange for preferred equity interests of the Europe/ROW Purchaser. After the Europe/ROW Closing, the Europe/ROW Purchaser shall deliver, or be deemed to deliver, all of the Superpriority Notes to Exide International for cancellation and the Superpriority Notes shall be cancelled. At the Europe/ROW Closing and without limiting the above, and without any further action by the Consenting Creditors, the Europe/ROW Purchaser or any other party or person or further order of the Bankruptcy Court, (i) the Superpriority Notes Guarantee Claims against the Debtors shall be deemed fully satisfied and the Guarantees granted by the Debtors shall be released and discharged, (ii) any liens or security interests granted by the Debtors under the Superpriority Notes Indenture and the Superpriority Security Documents shall be deemed terminated, released, discharged and without further effect, and (iii) all existing defaults by the Debtors under the Superpriority Notes Indenture shall be waived.

The Superpriority Notes Indenture and Superpriority Security Documents and all outstanding Claims arising under the Superpriority Notes Indenture shall be cancelled and terminated and the Superpriority Notes Indenture Trustee shall be released and discharged of all obligations thereunder in accordance with a supplemental indenture executed by Exide International, Exide Holdings, and the Superpriority Notes Trustee in accordance with the Superpriority Notes Indenture. For the avoidance of doubt, and in accordance with the Superpriority Notes Indenture, Exide International shall immediately deliver or be deemed to deliver and surrender all of the Superpriority Notes upon receipt thereof to the Superpriority Notes Trustee for cancellation.

**5.17. *Cancellation of Existing Securities and Agreements***

(a) Except for the purpose of evidencing a right to a distribution under the Plan, effectuating the Europe/ROW Sale Transaction and except as otherwise set forth in the Plan, all notes, instruments, other securities, and other evidence of debt issued, including, but not limited to, the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. For the avoidance of doubt, but subject to Section 5.17(b) below, on the Effective Date, the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures shall be deemed terminated and cancelled and the Exchange

Priority and First Lien Notes Trustee and Legacy Notes Trustee shall be discharged and released without any further action.

(b) The Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures shall continue in effect to the extent necessary to (i) allow the Plan Administrator, Exchange Priority and First Lien Notes Trustee, or Legacy Notes Trustee, as applicable, to make distributions under the Plan, (ii) allow the Exchange Priority and First Lien Trustee to effectuate the Europe/ROW Sale Transaction (iii) permit the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to assert the applicable Exchange Priority Trustee Charging Lien, First Lien Trustee Charging Lien, and Legacy Notes Charging Lien, as applicable; (iv) allow the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to maintain any right of indemnification, contribution, subrogation or any other claim or entitlement it may have under the Exchange Priority and First Lien Notes Indenture or the Legacy Notes Indentures, as applicable; (v) to exercise its rights and obligations at the direction of the Requisite Noteholders relating to the interests of its holders under the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures, as applicable; (vi) permit the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee to perform any functions that are necessary to effectuate the powers outlined in this Section 5.17. For the avoidance of doubt, all indemnification obligations and expense reimbursement obligations of the Debtors arising under the Exchange Priority and First Lien Notes Indenture in favor of the Exchange Priority and First Lien Notes Trustee, or its directors, officers, employees, agents, affiliates, controlling persons, and legal and financial advisors, shall survive, remain in full force and effect, and be enforceable against the Plan Administrator on and after the Effective Date and shall be enforceable through, among other things, the exercise of the applicable Exchange Priority Trustee Charging Lien and First Lien Trustee Charging Lien.

#### 5.18. *Subordinated Claims.*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right for the Plan Administrator or the GUC Trustee, as applicable, to seek to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

#### 5.19. *Nonconsensual Confirmation.*

The Debtors intend to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code as to any Classes that reject, or are deemed to reject, the Plan.

#### 5.20. *Closing of Chapter 11 Cases.*

After an Estate has been fully administered, the applicable Wind-Down Estate or Plan Administrator shall, subject to the reasonable consent of the GUC Trustee, seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case(s) in accordance with the Bankruptcy Code and Bankruptcy Rules.

#### 5.21. *Notice of Effective Date.*

As soon as practicable, but not later than three (3) Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.



### 5.22. *Corporate Form*

On the Effective Date, each of the Debtors shall maintain its current corporate form, which may be modified or changed at any time after the Effective Date by the Plan Administrator in accordance with the terms of this Plan and applicable law.

### 5.23. *Separability.*

Notwithstanding the combination of the separate plans of reorganization for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

## SECTION 6. **DISTRIBUTIONS.**

### 6.1. *Distributions Generally.*

Except as otherwise provided in the Plan and the GUC Trust Agreement, one or more Disbursing Agents shall make all distributions under the Plan to the appropriate holders of Allowed Claims in accordance with the terms of the Plan.

### 6.2. *Distribution Record Date.*

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed for purposes of determining whether a holder of such a Claim or Interest is a record holder entitled to distributions under the Plan, and there shall be no further changes in the record holders or the permitted designees of any such Claims or Interests. The Debtors, the Plan Administrator or the GUC Trustee, as applicable, shall have no obligation to recognize any transfer or designation of such Claims or Interests occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or assumption disputes, neither the Debtors nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount. The Distribution Record Date shall not apply to the DIP Claims and the ABL Claims, the holders of which shall receive a distribution in accordance with Section 2 or Section 4 of the Plan, respectively, to the extent not previously satisfied.

### 6.3. *Date of Distributions.*

(a) Except as otherwise provided in the Plan and in the GUC Trust Agreement, any distributions and deliveries to be made under the Plan shall be made on or about the Effective Date or as otherwise determined in accordance with the Plan, including, without limitation, the treatment provisions of Section 4 of the Plan; *provided*, that the Plan Administrator or the GUC Trustee, as applicable, shall from time to time determine subsequent distribution dates to the extent they determine them to be appropriate.

(b) (i) Prior to any distributions of Net Cash Proceeds, the Plan Administrator, shall reserve an amount sufficient to pay holders of Disputed Administrative Expense Claims, Disputed Secured Claims, Disputed Priority Non-Tax Claims, and Disputed Priority Tax Claims, and (ii) prior to any distributions by the GUC Trust to the holders of either GUC Trust Beneficial A Interests or GUC Trust

Beneficial B Interests, the GUC Trustee shall reserve an amount sufficient to pay holders of Disputed General Unsecured Claims and Disputed Environmental NPP Claims, as applicable, in each case, the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed Claims. After the resolution of a Disputed Administrative Expense Claim, Disputed Secured Claim, Disputed Priority Non-Tax Claim, and Disputed Priority Tax Claims, the Plan Administrator shall treat any amounts that were reserved on account of such Disputed Claim that is Disallowed or does not become an Allowed Claim as Net Cash Proceeds.

#### 6.4. *Disbursing Agent.*

Other than as contemplated in Section 6.2 of the Plan, all distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the books and records of the Debtors or the Wind Down Estates, as applicable,. The Plan Administrator shall cooperate in good faith with the applicable Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 5.7 of the Plan.

#### 6.5. *Rights and Powers of Disbursing Agent.*

(a) From and after the Effective Date, the Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, holders of Claims against, and Interests in, the Debtors and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or ultra vires acts of such Disbursing Agent. No holder of a Claim or Interest, or other party in interest, shall have or pursue any claim or Cause of Action against the Disbursing Agent, solely in its capacity as Disbursing Agent, for making distributions in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or ultra vires acts of such Disbursing Agent.

(b) A Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (ii) make all distributions contemplated hereby; and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

#### 6.6. *Expenses of Disbursing Agent.*

Except as otherwise ordered by the Bankruptcy Court, any reasonable and documented fees and expenses incurred by the Disbursing Agent acting in such capacity (including reasonable documented attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash; *provided*, that the fees and expenses incurred by the GUC Trustee shall be paid solely from the GUC Trust Assets in accordance with the GUC Trust Agreement.

6.7. ***No Postpetition Interest on Claims.***

Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court, or required by the Bankruptcy Code (including postpetition interest in accordance with sections 506(b) and 726(a)(5) of the Bankruptcy Code), interest shall not accrue or be paid on any Claims on or after the Commencement Date; *provided*, that if interest is payable pursuant to the preceding sentence, interest shall accrue at the federal judgment rate pursuant to 28 U.S.C. § 1961 on a non-compounded basis from the date the obligation underlying the Claim becomes due and is not timely paid through the date of payment.

6.8. ***Delivery of Distributions.***

(a) Subject to Bankruptcy Rule 9010, all distributions to any holder or permitted designee, as applicable, of an Allowed Claim or Interest shall be made to a Disbursing Agent, who shall transmit such distribution to the applicable holders or permitted designees of Allowed Claims or Interests on behalf of the Debtors. In the event that any distribution to any holder or permitted designee is returned as undeliverable, no further distributions shall be made to such holder or such permitted designee unless and until such Disbursing Agent is notified in writing of such holder's or permitted designee's, as applicable, then-current address, at which time all currently-due, missed distributions shall be made to such holder as soon as reasonably practicable thereafter without interest. Nothing herein shall require the Disbursing Agent to attempt to locate holders or permitted designees, as applicable, of undeliverable distributions and, if located, assist such holders or permitted designees, as applicable, in complying with Section 5.7 of the Plan.

(b) Notwithstanding the foregoing, the following shall apply to holders of Exchange Priority Notes Claims, First Lien Notes Claims, Legacy Notes Claims, and DIP Claims, respectively:

(i) all distributions of Cash on account of Exchange Priority Notes Claims, First Lien Notes Claims, and Legacy Notes Claims, if any, shall be deposited with the Exchange Priority and First Lien Notes Trustee and Legacy Notes Trustee, as applicable, for distribution to holders of Exchange Priority Notes Claims, First Lien Notes Claims, and Legacy Notes Claims in accordance with the terms of the Exchange Priority and First Lien Notes Indenture and the Legacy Notes Indentures, as applicable. All distributions other than of Cash on account of Exchange Priority Notes Claims, First Lien Notes Claims, or Legacy Notes Claims, if any, may, with the consent of the Exchange Priority and First Lien Notes Trustee or the Legacy Notes Trustee, as applicable, be made by the Disbursing Agent directly to holders of Exchange Priority Notes Claims, First Lien Notes Claims, and Legacy Notes Claims in accordance with the terms of the Plan, the Exchange Priority and First Lien Notes Indenture, and the Legacy Notes Indentures; *provided*, that until such distributions are made, the Trustees Charging Liens shall attach to the property to be distributed in the same manner as if such distributions were made through the Exchange Priority and First Lien Notes Trustee or the Legacy Notes Trustee, as applicable. To the extent the Exchange Priority and First Lien Notes Trustee or the Legacy Notes Trustee effectuates, or is requested to effectuate, any distributions hereunder, the Exchange Priority and First Lien Notes Trustee and the Legacy Notes Trustee, as applicable, shall be deemed a "Disbursing Agent" for purposes of the Plan. As to any holder of an Exchange Priority Notes Claim, First Lien Notes Claim, or Legacy Notes Claim that is held in the name of or by a nominee of DTC, the Disbursing Agent shall seek the cooperation of DTC so that such distribution shall be made through the facilities of DTC on or as soon as practicable after the Effective Date.

(ii) All distributions on account of DIP Claims, if any, shall be deposited with the DIP Agent for distribution to holders of DIP Claims in accordance with the terms of the

DIP Loan Documents. To the extent the DIP Agent effectuates, or is requested to effectuate, any distributions hereunder, the DIP Agent shall be deemed a “Disbursing Agent” for purposes of the Plan.

**6.9. *Distributions after Effective Date.***

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date.

**6.10. *Unclaimed Property.***

Undeliverable distributions or unclaimed distributions shall remain in the possession of the Debtors, Wind-Down Estates or the GUC Trust, as applicable, until such time as a distribution becomes deliverable or the holder accepts the distribution, or such distribution reverts back to the Debtors, Wind-Down Estates or GUC Trust, as applicable, and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the date of distribution. After such date all unclaimed property or interest in property shall revert to the Wind-Down Estates or GUC Trust, as applicable, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred.

**6.11. *Time Bar to Cash Payments.***

Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within one hundred and twenty (120) days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Wind Down Estates (or GUC Trust in the case of checks issued by the GUC Trust), and any Claim in respect of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued.

**6.12. *Manner of Payment under Plan.***

Except as otherwise specifically provided in the Plan, at the option of the Debtors, the Plan Administrator or the GUC Trustee, as applicable, any Cash payment to be made hereunder may be made by a check or wire transfer, or ACH transfer, or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

**6.13. *Satisfaction of Claims.***

Except as otherwise specifically provided for in the Plan and to the extent permitted by law, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction of, and exchange for, such Allowed Claims.

**6.14. *Minimum Cash Distributions.***

The Disbursing Agent shall not be required to make any distribution of Cash less than One Hundred Dollars (\$100) to any holder of an Allowed Claim; *provided*, that if any distribution is not made pursuant to this Section 6.15, such distribution shall be added to any subsequent distribution to be made on behalf of the holder’s Allowed Claim.

**6.15. *Setoffs and Recoupments.***

The Debtors, Wind-Down Estates, or GUC Trust, as applicable, or such entity's designee (including, without limitation, the Disbursing Agent) may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made on account of such Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that the Debtors, the Wind-Down Estates, or GUC Trust, as applicable, may have against the holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy law; *provided*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or its successor of any claims, rights, or Causes of Action that a Debtor or its successor or assign may possess against the holder of such Claim.

**6.16. *Allocation of Distributions between Principal and Interest.***

Except as otherwise required by law (as reasonably determined by the Wind-Down Estates or the GUC Trust, as applicable), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

**6.17. *No Distribution in Excess of Amount of Allowed Claim.***

Except as provided in Section 6.7 of the Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions in excess of the Allowed amount of such Claim.

**SECTION 7. PROCEDURES FOR DISPUTED CLAIMS.**

**7.1. *Objections to Claims.***

The Plan Administrator, on behalf of each of the Wind-Down Estates, shall exclusively be entitled to object to all Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims. The GUC Trustee, on behalf of the GUC Trust, shall have the exclusive authority to object to all General Unsecured Claims. After the Effective Date, the Plan Administrator or the GUC Trustee, as applicable, shall have and retain any and all rights and defenses that the Debtors had with regard to any Claim to which they may object, except with respect to any Claim that is Allowed. Any objections to proofs of Claim shall be served and filed on or before the later of (a) one hundred eighty (180) days after the Effective Date, and (b) on such later date as ordered by the Bankruptcy Court for cause.

**7.2. *Resolution of Disputed Claims.***

On and after the Effective Date, (a) the Plan Administrator, on behalf of each of the Wind-Down Estates, shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims without approval of the Bankruptcy Court, other than with respect to Fee Claims; and (b) upon the creation of the GUC Trust, the GUC Trustee shall have the exclusive authority to compromise, settle, otherwise resolve, or withdraw any objections to General Unsecured Claims and Environmental NPP Claims without approval of the Bankruptcy Court. The Debtors, Wind-Down Estates, Plan Administrator and GUC Trustee, as applicable, shall cooperate with respect to any objections to Claims that seek to convert a type of Claim to another type of Claim as to which a different party or parties may compromise, settle, otherwise resolve, or withdraw objections, and, in each case, the rights and defenses of the Debtors, Wind-Down Estates, Plan Administrator or the GUC Trustee, as applicable, to any such objections are fully preserved.

**7.3. *Payments and Distributions with Respect to Disputed Claims.***

Notwithstanding anything herein to the contrary, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

**7.4. *Distributions after Allowance.***

After such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the holder thereof shall be entitled to distributions, if any, to which such holder is then entitled as provided in this Plan or the GUC Trust Agreement, as applicable, without interest, as provided in Section 7.8 of the Plan. Such distributions shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim (or portion thereof) becomes a Final Order.

**7.5. *Estimation of Claims.***

The (a) Debtors or Plan Administrator (on behalf of each of the Wind-Down Estates), as applicable, may determine, resolve and otherwise adjudicate all contingent, unliquidated, and Disputed Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims; and (b) GUC Trustee may determine, resolve and otherwise adjudicate all contingent, unliquidated, and Disputed General Unsecured Claims or Disputed Environmental NPP Claims. The (I) Debtors or Plan Administrator (on behalf of each of the Wind-Down Estates), with respect to the Claims set forth in clause (a) of this Section 7.5; and (II) GUC Trustee, with respect to General Unsecured Claims or Environmental NPP Claims, in each case, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim or Class of Claims pursuant to section 502(c) of the Bankruptcy Code or otherwise, including to establish a reserve for distribution purposes, regardless of whether such, or any, Person had previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim or Class of Claims at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim or Class of Claims, the amount so estimated shall constitute either the Allowed amount of such Claim or Class of Claims, or a maximum limitation on such Claim or Class of Claims, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim or Class of Claims, the Debtors, Plan Administrator or GUC Trustee, as applicable, may pursue supplementary proceedings to object to the allowance of such Claims; *provided*, that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

**7.6. *No Distributions Pending Allowance.***

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

**7.7. *Claim Resolution Procedures Cumulative.***

All of the objection, estimation, and resolution procedures in the Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Plan without further notice or Bankruptcy Court approval.

7.8. ***Interest.***

To the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall not be entitled to any interest that accrued thereon from and after the Effective Date, except as provided in Section 6.7 of the Plan.

7.9. ***Insured Claims.***

If any portion of an Allowed Claim is an Insured Claim, no distributions under the Plan shall be made on account of such Allowed Claim until the holder of such Allowed Claim has exhausted all remedies with respect to any applicable insurance policies; *provided*, that this requirement shall not apply to Settling Governmental Authorities. To the extent that the Debtors' insurers agree to satisfy a Claim in whole or in part, then immediately upon such satisfaction, the portion of such Claim so satisfied may be expunged without an objection to such Claim having to be filed and without any further notice to or action, order or approval of the Court.

**SECTION 8. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.**

8.1. ***Rejection of Executory Contracts and Unexpired Leases.***

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Section 8.4 of the Plan; or (v) is identified for assumption on the Assumption Schedule included in the Plan Supplement. The Debtors shall confer with the Settling Governmental Authorities, the Environmental Trustee, or the Frisco Governmental Authorities, as applicable, and exchange information and reasonably cooperate to determine the appropriate disposition of any contracts or unexpired leases that relate to the Non-Performing Properties and take appropriate action relating thereto.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Europe/ROW Purchaser or Wind-Down Estates, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Europe/ROW Purchaser or Wind-Down Estates, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

8.2. ***Determination of Assumption Disputes and Deemed Consent.***

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Europe/ROW Purchase Agreement, the Environmental Settlement Agreement, or the Frisco Settlement Agreement, as applicable, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Assumption Schedule. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Debtors' intention to potentially assume or assume and assign the contract or lease in connection with this Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Wind-Down Estate, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Wind-Down Estates, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided*, that the Debtors or Wind-Down Estates, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; *provided*, that the Transferred Entities shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party; *provided, further*, that solely with respect to executory contracts and unexpired leases designated to be assumed and assigned to the Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities (other than TCEQ), the Debtors shall be responsible to pay the Postpetition Accounts Payable. The Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities (other than TCEQ), as applicable, may agree to be responsible for all other Cure Amounts, in each case in an amount as is determined to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party; *provided*, that in the absence of such agreement, the executory contract or unexpired lease relating to such Cure Amounts shall be deemed rejected under the Plan. The Debtors or Wind-Down Estates, as applicable, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) To the extent an Assumption Dispute relates solely to the Postpetition Accounts Payable, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; *provided*, that pursuant to the Environmental Settlement Agreement or the Frisco Settlement Agreement, as applicable, the Debtors shall



be responsible to pay the determined amount of such Postpetition Accounts Payable to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Wind-Down Estates, as applicable, may settle any dispute regarding the Postpetition Accounts Payable or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court

(f) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, upon the assumption of such executory contract or unexpired leases.

### 8.3. *Rejection Damages Claims.*

**In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 7 (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Wind-Down Estates, or the GUC Trust, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.**

### 8.4. *Insurance Policies.*

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice, or claim objection, and any other document related to any of the foregoing, and any other order of the Bankruptcy Court, on the Effective Date: (i) all insurance policies issued or providing coverage to the Debtors shall (subject to the applicable insurer's right to object to such a designation) be assumed in their entirety by the Debtors pursuant to sections 365 and 1123 of the Bankruptcy Code, and coverage for defense costs and indemnification under the D&O Policies shall remain available to all individuals within the definition of "Insured" in the D&O Policies, and Wind-Down Estates, or Plan Administrator, as applicable, shall remain liable in full for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under such insurance policies, without the need or requirement for an insurer to file a Proof of Claim, Administrative Expense Claim or objection to any cure amount; (ii) nothing shall alter or modify the terms and conditions of and/or any rights, obligations, benefits, claims, rights to payments, or recoveries under the insurance policies without the express written consent of the applicable insurer; and (iii) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (a) claimants with valid workers' compensation claims or direct action claims against an insurer under applicable nonbankruptcy law to proceed with their claims; (b) insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (I) workers' compensation claims, (II) claims where a claimant asserts a direct claim against any insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay to proceed with its claim, and (III) all costs in relation to each of the foregoing; (c) the insurers to cancel any insurance policies, and take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, and

in accordance with the terms of the insurance policies; and (d) holders of Allowed Claims to pursue insurance recovery to the extent allowed or required by Section 7.9 of this Plan.

**8.5. *Intellectual Property Licenses and Agreements.***

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice or claim objection, and any other document related to any of the foregoing, all intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of the Confirmation Order shall be deemed assumed by the Debtors and the Wind-Down Estates and shall continue in full force and effect unless any such intellectual property contract, license, royalty, or other similar agreement otherwise is specifically rejected pursuant to a separate order of the Bankruptcy Court or is the subject of a separate rejection motion filed by the Debtors in accordance with Section 8.1 of the Plan. Unless otherwise noted hereunder, all other intellectual property contracts, licenses, royalties, or other similar agreements shall vest in the Wind-Down Estates and the Europe/ROW Purchaser, as applicable, and the Wind-Down Estates and Europe/ROW Purchaser, as applicable, may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein.

**8.6. *Tax Agreements.***

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice or claim objection, and any other document related to any of the foregoing, any tax sharing agreements to which the Debtors are a party (of which the principal purpose is the allocation of taxes) in effect as of the date of the Confirmation Order shall, to the extent the Debtors determine (in their sole discretion) such agreements are beneficial to the Debtors, be assumed by the Debtors, Wind-Down Estates, and Europe/ROW Purchaser, as applicable and shall continue in full force and effect thereafter in accordance with their respective terms, unless any such tax sharing agreement (of which the principal purpose is the allocation of taxes) otherwise is specifically rejected pursuant to a separate order of the Bankruptcy Court or is the subject of a separate rejection motion filed by the Debtors in accordance with Section 8.1 of the Plan. Unless otherwise noted hereunder, all other tax sharing agreements to which the Debtors are a party (of which the principal purpose is the allocation of taxes) shall vest in the Wind-Down Estates or Europe/ROW Purchaser, as applicable, and Wind-Down Estates and Europe/ROW Purchaser, as applicable, may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein.

**8.7. *Standby Environmental Trust Agreement.***

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, each Standby Environmental Trust Agreement and underlying trust shall be reinstated and in full force and effect in accordance with its terms. As soon as practicable after the Effective Date, the Debtors or Plan Administrator, as applicable, shall reimburse and pay each Standby Environmental Trust Trustee any outstanding fees, costs, expenses, and charges, including attorney and professional fees and expenses due and owing under or as provided under such Standby Environmental Trust Agreement; provided, that such reimbursement or payment shall not exceed \$50,000 in the aggregate for fees of the Standby Environmental Trust Trustee and \$100,000 in the aggregate for attorney and professional fees.

Notwithstanding the foregoing, nothing in the Plan shall waive or effect the right of the Standby Environmental Trust Trustee to seek payment, reimbursement or indemnification from the assets and properties of the relevant environmental standby trust as provided under the applicable Standby Environmental Trust Agreement.

#### 8.8. ***Assignment.***

To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease transferred and assigned hereunder shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect with respect to any assignment pursuant to the Plan.

#### 8.9. ***Modifications, Amendments, Supplements, Restatements, or Other Agreements.***

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the notice of assumed contracts.

#### 8.10. ***Reservation of Rights.***

(a) The Debtors may amend the Assumption Schedule and any cure notice until five (5) Business Days immediately prior to the commencement of the Confirmation Hearing in order to (i) add, delete, or reclassify any executory contract or unexpired lease or amend a proposed assumption or assumption and assignment and/or (ii) amend the proposed Cure Amount; *provided*, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Debtors' right to amend such schedules and notices shall be extended to the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing. The Debtors shall provide notice of such amendment to any affected counterparty as soon as reasonably practicable.

(b) Neither the exclusion nor inclusion of any contract or lease by the Debtors on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, will constitute an admission by the Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease or that the Debtors, or Wind-Down Estates, or their respective affiliates have any liability thereunder.

(c) Except as otherwise provided in the Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and Wind Down Estates, under any executory or non-executory contract or any unexpired or expired lease.

(d) Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors, Wind-Down Estates, as applicable, under any executory or non-executory contract or any unexpired or expired lease.

**SECTION 9. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE.**

**9.1. *Conditions Precedent to the Effective Date.***

The occurrence of the Effective Date of the Plan is subject to the following conditions precedent:

(a) the Definitive Documents shall be consistent with the RSA and otherwise approved by the Requisite Noteholders consistent with their respective consent and approval rights as set forth in Section 4 of the RSA;

(b) the RSA shall not have been terminated and shall remain in full force and effect in accordance with its terms;

(c) the Definitive Documents shall be consistent with the Global Settlement and, to the extent the terms of a Definitive Document adversely affect the Global Settlement or treatment of the Settling Governmental Authorities thereunder, are otherwise approved by the Settling Governmental Authorities;

(d) the Bankruptcy Court shall have entered the Confirmation Order, the Confirmation Date shall have occurred, and no stay of the Confirmation Order shall be in effect;

(e) the Debtors shall not have (i) filed, supported or consented to any motion, application, adversary proceeding, or cause of action (A) challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of any of the Exchange Priority Notes Claims, the First Lien Notes Claims, the Superpriority Notes Guarantee Claims, or the DIP Claims, (B) otherwise seeking to impose liability upon or enjoin the Consenting Creditors, the Transferred Entities or the DIP Lenders; or (ii) supported any third party seeking standing to bring such application, adversary proceeding or cause of action;

(f) the Debtors shall have paid or caused to be paid in Cash all Restructuring Expenses and Trustees Fees invoiced no later than one Business Day prior to the Effective Date;

(g) all governmental approvals, including Bankruptcy Court approval, necessary to consummate the Plan and the transactions contemplated hereby shall have been obtained or otherwise waived;

(h) (i) the Debtors (or any Person or Entity on behalf of the Debtors or their Estates with proper standing) shall not have filed a motion, application or adversary proceeding (or supported or failed to timely object to such a filing) (A) challenging the validity, enforceability, perfection or priority of, or seeking invalidation, avoidance, disallowance, recharacterization, designation or subordination of, the Superpriority Notes Guarantee Claims, the Exchange Priority Notes Claims, the First Lien Notes Claims, or the DIP Claims, or (B) limiting the Europe/ROW Purchaser's or the Trustees' right to implement the Europe/ROW Sale Transaction, or (ii) the Bankruptcy Court (or any court with jurisdiction over the Chapter 11 Cases) shall not have entered a Final Order providing relief against the interests of the Consenting Creditors or the Trustees with respect to any of the foregoing Causes of Action or proceedings, including, but not limited to, (x) invalidating, avoiding, disallowing, recharacterizing, designating, subordinating, or limiting the enforceability of any of the Superpriority Notes Guarantee Claims, the Exchange Priority Notes Claims, the First Lien Notes Claims, or the DIP Claims or (y) limiting the Consenting Creditors' or the Trustees' right to implement the Europe/ROW Sale Transaction;

(i) (A) all agreements necessary to implement the Plan, including the Europe/ROW Sale Transaction, the Global Settlement, the Environmental Settlement Documents, the Frisco Settlement Agreement, and the Columbus NPP Termination Documents shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; *provided*, that approval of the Environmental Settlement Documents may not be waived without the consent of each of the Settling Governmental Authorities party thereto, and (B) the Debtors, the Consenting Creditors, and the Transferred Entities shall have complied with all of their respective obligations under the Environmental Settlement Documents except to the extent such obligations are expressly provided in the Environmental Settlement Documents to occur after the Effective Date;

(j) all releases or covenants not to sue contained in the Environmental Settlement Agreement and the Frisco Settlement Agreement shall be in form and substance acceptable to the Requisite Noteholders;

(k) notwithstanding when a condition precedent to the Effective Date occurs, for purposes of the Plan, such condition precedent shall be deemed to have occurred simultaneously upon the completion of the applicable conditions precedent to the Effective Date; *provided*, that to the extent a condition precedent (a “**Prerequisite Condition**”) may be required to occur prior to another condition precedent (a “**Subsequent Condition**”) then, for purposes of the Plan, the Prerequisite Condition shall be deemed to have occurred immediately prior to a Subsequent Condition regardless of when such Prerequisite Condition or Subsequent Condition shall have occurred.

#### 9.2. *Waiver of Conditions Precedent.*

(a) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action. Each of the conditions precedent in Section 9.1 of the Plan other than the conditions set forth in Sections 9.1(c) and (i) may be waived in writing by the Debtors with the prior written consent of the Requisite Noteholders (and the Creditors’ Committee with respect to the terms of the Global Settlement) without leave of or order of the Bankruptcy Court and such consent not to be unreasonably withheld. If the Plan is confirmed for fewer than all of the Debtors as provided for in Section 5.19 of the Plan, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur as to such Debtors. Notwithstanding anything to the contrary herein, any condition precedent pertaining to the Global Settlement (including those set forth in Sections 9.1(c) and (i)) shall not be waived without the prior written consent of each of the Global Settlement Parties.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

#### 9.3. *Effect of Failure of Conditions to Effective Date.*

Unless otherwise extended by the Debtors, if the Effective Date does not occur on or before the date that is one hundred and eighty (180) days after the date on which the Confirmation Order is entered or if the Confirmation Order is vacated, (a) no distributions under the Plan shall be made, (b) the Debtors and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (c) all the Debtors’ obligations with respect to the Claims and the Interests shall remain unchanged and nothing contained

herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other entity or to prejudice in any manner the rights of the Debtors or any other entity in any further proceedings involving the Debtors or otherwise.

## SECTION 10. EFFECT OF CONFIRMATION.

### 10.1. *Vesting of Assets.*

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, (i) all property of the Debtors' Estates acquired by the Europe/ROW Purchaser under the Europe/ROW Purchase Agreement shall vest free and clear of all Claims, Liens, encumbrances, charges and other interests in the Europe/ROW Purchaser; (ii) all property of the Debtors' Estates constituting GUC Trust Assets shall vest free and clear of all Claims, Liens, encumbrances, charges and other interests in the GUC Trust; (iii) all property of the Debtors' Estates constituting Environmental Trust Assets shall vest free and clear of all Claims, Liens, encumbrances, charges and other interests in the Environmental Response Trust; (iv) subject to Section 5.2(e), all property of the Debtors' Estates constituting Vernon Environmental Trust Assets shall vest free and clear of all Claims, Liens, encumbrances, charges and other interests in the Vernon Environmental Response Trust; (v) all property of the Debtors' Estates constituting Frisco Assets shall vest free and clear of all Claims, Liens, encumbrances, charges and other interests in the Frisco CDC pursuant to the Frisco Settlement Agreement; and (vi) all remaining property of the Debtors' Estates shall vest in the Wind-Down Estates free and clear of all Claims, Liens, encumbrances, charges, and other Interests, subject to treatment of Other Secured Claims under the Plan. Notwithstanding any provisions in the Plan, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC shall take the Transferred Non-Performing Properties, the Vernon Non-Performing Property (unless abandoned pursuant to Section 5.2(e)), and the Frisco Non-Performing Property, as applicable, subject to the obligations set forth in the Environmental Settlement Documents and the Frisco Settlement Agreement, as applicable. On and after the Effective Date, the Wind-Down Estates may take any action, including, without limitation, the operation of their businesses; the use, acquisition, sale, lease and disposition of property; and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there was no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Wind-Down Estates may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court. Notwithstanding the foregoing, vesting of property in which any governmental unit holds an interest, and for which title vests in the Debtors subject to regulatory requirements under a governmental grant or award, including but not limited to, the requirements of 10 C.F.R. 600.321, shall be limited to the extent of the Debtors' interest in such property; and the Wind-Down Estates may only take action, including but not limited to the use, acquisition, sale, lease, and disposition of such property, in accordance with applicable non-bankruptcy law.

### 10.2. *Term of Injunctions or Stays.*

Unless otherwise provided herein, the Confirmation Order, or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.3. *Injunction.*

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Definitive Documents, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are treated by the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Wind-Down Estates, the GUC Trust, the Consenting Creditors, the Transferred Entities, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, the Frisco CDC, as applicable, or the property of any of the Debtors, the Wind-Down Estates, the GUC Trust, the Consenting Creditors, the Transferred Entities, the Trustees, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC, as applicable; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the Wind-Down Estates, the Trustees, the Consenting Creditors, the Europe/ROW Purchaser, and the Transferred Entities; or the property of any of the Debtors, the Wind-Down Estates, the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC, as applicable; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Wind-Down Estates, and the GUC Trust or the property of any of the Debtors, the Wind-Down Estates, the Trustees, the Consenting Creditors, the Europe/ROW Purchaser, the Transferred Entities, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC, as applicable; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors, the Wind-Down Estates, the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC, as applicable, or against property or interests in property of any of the Debtors, the Wind-Down Estates, and the GUC Trust except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 10.3.

(d) The injunctions in this Section 10.3 shall extend to any successors of the Debtors, including the Wind-Down Estates, the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, and the Frisco CDC, as applicable, and their respective property and interests in property.

(e) Notwithstanding the foregoing, nothing in this Section 10.3 shall enjoin the assertion of a defensive right of recoupment.

10.4. *Binding Effect.*

As of the Effective Date, the Plan shall bind all holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such holders were (a) Impaired or Unimpaired under the Plan; (b) deemed to accept or reject the Plan; (c) failed to vote to accept or reject the Plan; (d) voted to reject the Plan; or (e) received any distribution under the Plan.

10.5. *Releases by the Debtors.*

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Definitive Documents for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by law, by the Debtors, the Estates, and the Wind-Down Estates, in each case, on behalf of themselves and their respective successors (including the Frisco CDC, the Environmental Response Trust, the Vernon Environmental Response Trust, and the GUC Trust, as applicable), assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons and Entities, from any and all Claims and Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors, the Estates, or the Wind-Down Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the Europe/ROW Sale Transaction, the DIP Facility, the Pension Plan, the European Bridge Notes, the Optimization, the June 2019 Financing, any Environmental Law, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the RSA, the Plan (including the Plan Supplement), the DIP Loan Documents or any related agreements (including the Definitive Documents), instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; or (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, the Definitive Documents, the Europe/ROW Sale Transaction or the Global Settlement.

10.6. *Releases By Holders of Claims and Interests.*

As of the Effective Date, except (A) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect or become effective after the Effective Date and (B) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective



Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever, released, and discharged by each of the following (each such Person or Entity, a “*Releasing Party*” and, collectively, the “*Releasing Parties*”):

(a) the Consenting Creditors;

(b) the Creditors’ Committee and each of its members in their capacity as such,

(c) all holders of Claims who vote to accept the Plan;

(d) all holders of Claims who are deemed to accept the Plan;

(e) all holders of Claims entitled to vote on the Plan who abstain from voting on the Plan or who vote to reject the Plan but, in either case, do not opt out of granting the releases set forth in this Section 10.6;

(f) solely with respect to (i) the Europe/ROW Purchaser, the Transferred Entities, and the Consenting Creditors, all holders of General Unsecured Claims and Environmental NPP Claims, and (ii) the Trustees, all California state governmental agencies, including the California DTSC, that have jurisdiction regarding the enforcement of Environmental Laws; and

(g) with respect to any Person or Entity in the foregoing clauses (a) through (f), such entity’s predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity and all Persons entitled to assert Claims through or on behalf of such Persons or Entities solely with respect to the matters for which the Releasing Parties are providing releases to the extent such Person or Entity would be obligated to release under principles of agency if it were so directed by the applicable Person or Entity in clauses (a) through (f);

in each case, from any and all Claims and Causes of Action (including, without limitation, any PBGC Claims and Canada NPP Claims), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity, or otherwise, that entity would have been legally entitled to assert in their own right (whether individually, derivatively, or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and post-petition marketing and sale process, the Europe/ROW Sale Transaction, the DIP Facility, the European Bridge Notes, the Pension Plan, the Optimization, the June 2019 Financing, any Environmental Law, the Global Settlement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Estates, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the Disclosure Statement, the RSA, the Plan (including any Plan Supplement), the DIP Loan Documents or any related agreements (including the Definitive Documents), instruments, and other documents relating thereto, or the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; *provided*, that nothing herein shall be construed to release (i) the Released Parties from willful misconduct or intentional fraud as determined by a Final Order; or (ii) any obligation of any party under the Plan or any document, instrument, or agreement executed to

implement the Plan, the Europe/ROW Sale Transaction, or the Global Settlement. Except as otherwise set forth in subsection (g) of this Section 10.6, the Persons and Entities in (a) through (h) of this Section 10.6 shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 10.6 against each of the Released Parties.

Notwithstanding anything to the contrary in this Section 10.6, Governmental Units (other than any California state governmental agency, including the California DTSC, that has jurisdiction regarding the enforcement of Environmental Laws) are not Releasing Parties under the Plan and are not providing a release or covenant not to sue except as provided in the Environmental Settlement Documents or other separate settlement document with a Governmental Unit.

For the avoidance of doubt, the scope of any releases by provided by any California state governmental agency that has jurisdiction regarding the enforcement of Environmental Laws, including the California DTSC, pursuant to this Section 10.6 of the Plan shall not be construed or deemed to be any broader than the scope of the covenants not to sue set forth in paragraph 45(b) of the Environmental Settlement Agreement provided by the Settling Governmental Agencies.

#### 10.7. *Exculpation.*

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any claim arising between the Commencement Date and the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors; the negotiation and pursuit of the Disclosure Statement, the RSA, the Europe/ROW Sale Transaction, as applicable, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Loan Documents; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for fraud, gross negligence, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth herein does not bar the obligation or liability of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

#### 10.8. *Waiver of Statutory Limitation on Releases.*

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER SECTION 10 OF THE PLAN) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, IT HAS CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN SECTION 10 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

**10.9. *Solicitation of the Plan.***

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have previously solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation, and (b) the Debtors and each of their respective directors, officers, employees, Affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under this Plan, and therefore, are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or the offer and issuance of any securities under this Plan.

**10.10. *Corporate Action.***

Upon the Effective Date, by virtue of the solicitation of votes in favor of this Plan and entry of the Confirmation Order, all actions contemplated by this Plan (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in this Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred on the Effective Date and shall be in effect, without any requirement of further action by the Debtors or the Estates.

**SECTION 11. RETENTION OF JURISDICTION.**

**11.1. *Retention of Jurisdiction.***

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases, including Assumption Disputes, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) to ensure that distributions to holders of Allowed Claims are accomplished as provided for in the Plan and Confirmation Order, including to ensure that an Allowed Claim does not receive consideration in excess of the Allowed amount of such Claim, and to adjudicate any and all disputes arising from or relating to distributions under the Plan, including, cases, controversies, suits, disputes, or

Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely paid;

(d) to consider the allowance, classification, priority, compromise, estimation, or payment of any Claim or Class of Claims;

(e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to hear and determine all proceedings, if any, to approve Fee Claims, Restructuring Expenses, and Trustees Fees;

(i) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, Europe/ROW Sale Transaction, any other Sale Transactions, the Global Settlement, or the Confirmation Order, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Plan;

(k) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(l) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(m) to hear, adjudicate, decide, or resolve any and all matters related to Section 10 of the Plan, including, without limitation, the releases, discharge, exculpations, and injunctions issued thereunder;

(n) to resolve disputes concerning Disputed Claims or the administration thereof;

(o) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(p) to enter one or more final decrees closing the Chapter 11 Cases;

(q) to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located and adjudicate any disputes with respect thereto;

(r) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(s) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors, the GUC Trust, the Environmental Response Trust, the Vernon Environmental Response Trust, or the Frisco Governmental Authorities relating to the Frisco Non-Performing Property, pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory; and

(t) to hear and resolve any dispute over the application to any Claim of any limit on the allowance of such Claim set forth in sections 502 or 503 of the Bankruptcy Code, other than defenses or limits that are asserted under non-bankruptcy law pursuant to section 502(b)(1) of the Bankruptcy Code.

#### **11.2. *Courts of Competent Jurisdiction.***

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

### **SECTION 12. MISCELLANEOUS PROVISIONS.**

#### **12.1. *Payment of Statutory Fees.***

On the Effective Date and thereafter as may be required, the Debtors or the Plan Administrator, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

#### **12.2. *Substantial Consummation.***

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

#### **12.3. *Dissolution of Creditors' Committee.***

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided, however*, that after the Effective Date, the Creditors' Committee shall exist and its professionals shall continue to be retained and shall continue to be entitled to reasonable compensation by the Debtors without the need for further application to the Bankruptcy Court with respect to (a) all applications filed pursuant to sections 330 and 331 of the Bankruptcy Code and any related hearings; and (b) pending appeals of the Confirmation Order.

#### 12.4. *Amendments.*

(a) *Plan Modifications.* Subject to (i) the terms of the RSA and all consent rights contained therein, and (ii) the consent of the Global Settlement Parties with respect to any amendment to the Global Settlement, including the Environmental Settlement Documents, or other provisions of the Plan or Definitive Documents that impact the Global Settlement (including any amendment to the definition of Settling Governmental Authorities or Schedule 1 to this Plan), (i) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and (ii) after entry of the Confirmation Order, the Debtors may, upon order of the Court, amend, modify or supplement the Plan in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to the Plan and subject to the reasonable consent of the Requisite Noteholders (and the Global Settlement Parties, solely as it pertains to the Global Settlement), the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(b) *Other Amendments.* Subject to the terms of the RSA and, solely with respect to the terms of the Global Settlement, subject to the consent of the Global Settlement Parties, before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement without further order or approval of the Bankruptcy Court; *provided*, that any change to the Environmental Settlement Documents may not be made without the written consent of the parties thereto.

#### 12.5. *Revocation or Withdrawal of the Plan.*

Subject to the terms of the RSA, the Global Settlement, the Environmental Settlement Documents and the Europe/ROW Purchase Agreement, the Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw this Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, in each case with respect to a Debtor, then, with respect to such Debtor: (a) this Plan shall be null and void in all respects; (b) any assumption or rejection of executory contracts or unexpired leases effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (c) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, the Estates, or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors, the Estates, or any other Entity.

#### 12.6. *Severability of Plan Provisions upon Confirmation.*

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the written consent of the Requisite Noteholders (and the Global Settlement Parties with respect to the Global Settlement), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected,

impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms; (b) integral to this Plan and may not be deleted or modified without the consent of the Debtors or the Wind-Down Estate (as the case may be); and (3) nonseverable and mutually dependent.

**12.7. *Governing Law.***

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of this Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, that corporate or limited liability company governance matters relating to the Debtors shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor.

**12.8. *Time.***

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**12.9. *Additional Documents***

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors and all holders of Claims or Interests receiving distributions pursuant to this Plan and all other parties in interest are authorized to prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

**12.10. *Immediate Binding Effect.***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Wind-Down Estates, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including, without limitation, the Plan Administrator.

**12.11. *Successors and Assigns.***

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or permitted assign, if any, of each Entity.

**12.12. *Entire Agreement.***

On the Effective Date, this Plan, the Plan Supplement and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

12.13. *Notices.*

All notices, requests and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(i) if to the Debtors or the Plan Administrator:

Exide Holdings, Inc.  
13000 Deerfield Parkway  
Building 200  
Milton, GA 30004  
Attention: Roy Messing, Chief Restructuring Officer  
Telephone: (678) 566-9000

- and -

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attn: Ray C. Schrock, P.C.  
Sunny Singh  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

(ii) if to the Requisite Noteholders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attn: Alice Belisle Eaton, Esq.  
Robert Britton, Esq.  
Telephone: (212) 373-3000  
Facsimile: (212) 757-3990

(iii) if to the Creditors' Committee:

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
New York, New York 10020  
Attn: Robert Hirsh, Esq.  
Eric Chafetz, Esq.  
Michael Kaplan, Esq.  
Telephone: (212) 262-6700  
Facsimile: (212) 262-7402

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized



to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

Dated: October 14, 2020

By: /s/ Roy Messing  
Name: Roy Messing  
Title: Chief Restructuring Officer

**EXIDE HOLDINGS, INC.**  
**EXIDE TECHNOLOGIES, LLC**  
**EXIDE DELAWARE LLC**  
**DIXIE METALS COMPANY**  
**REFINED METALS COMPANY**

**Schedule 1**

**Settling Governmental Authorities**

1. U.S. Environmental Protection Agency
2. State of Florida Department of Environmental Protection
3. Georgia Environmental Protection Division of the Department of Natural Resources
4. Indiana Department of Environmental Management
5. Commonwealth of Pennsylvania Department of Environmental Protection
6. South Carolina Department of Health and Environmental Control
7. Tennessee Attorney General & Reporter
8. Texas Commission on Environmental Quality
9. City of Frisco, Texas
10. Frisco Community Development Corporation
11. Illinois Environmental Protection Agency
12. Louisiana Department of Environmental Quality
13. Mississippi Department of Environmental Quality

**Schedule 2**

**Non-Performing Properties**

1. Baton Rouge Smelter  
2400 Brooklawn Drive  
Baton Rouge, Louisiana 70807
2. Bristol Former Battery Plant  
364 Exide Drive  
Bristol, Tennessee 30094
3. Columbus Battery Plant & Smelter  
3639 Joy Road  
Columbus, Georgia 31906
4. Dallas Smelter (Dixie Metals)  
3030 McGowan Street  
Dallas, Texas 75203
5. Florence Battery  
250 Ellis Street  
Florence, Mississippi 39073
6. Florence Surplus Property  
Olivia Slimon Drive  
Florence, Mississippi 39073
7. Florence (Expander)  
407 Briarhill Road  
Florence, Mississippi 39073
8. Frankfort Battery Plant  
555 Hoke Avenue  
Frankfort, Indiana 46041
9. Frisco Smelter  
7471 Old 5th Street  
Frisco, Texas 75034
10. Greer Surplus Lots  
101 Bent Creek Drive  
103 Bent Creek Drive  
100 Bowers Circle  
110 Bowers Circle  
112 Bowers Circle  
210 Bent Creek Drive  
212 Bent Creek Drive  
106 Sylvan Drive  
108 Sylvan Drive

207 Bent Creek Drive  
209 Bent Creek Drive  
110 Sylvan Drive  
101 Bowers Circle  
107 Bowers Circle  
111 Bowers Circle  
203 Bent Creek Drive  
107 Bent Creek Drive  
105 Bent Creek Drive  
208 Bent Creek Drive  
Greer, South Carolina 29650

11. Greer Battery Plant  
109 Chick Springs Road  
Greer, South Carolina 29650

12. Hamburg Battery Plant  
280 Grand Street  
Hamburg, Pennsylvania 19526

13. Heflin Smelter  
6952 SR-531  
Heflin, Louisiana 71039

14. Kankakee Battery Plant  
2475 West Station Street  
Kankakee, Illinois 60901

15. Logansport Battery Plant  
303 Water Street  
Logansport, Indiana 46947

16. Memphis Surplus Lots (17)  
Mallory and Castex Avenues  
Memphis, Tennessee 38109

17. Memphis Smelter  
257 W. Mallory Avenue  
Memphis, Tennessee 38109

18. Oley Property  
Bull Road  
Oley, Pennsylvania 19560

19. Reading Residential/Vacant Property  
145-147 Spring Valley Rd  
143 Spring Valley Rd  
127 Spring Valley Rd  
129 Spring Valley Rd  
131 Spring Valley Rd  
258 Spring Valley Rd

260 Spring Valley Rd  
Vacant Land - Isabelle Ct & Josephine Drive  
Reading, Pennsylvania 19605

20. Reading Recycling Plant  
3000 Montrose Avenue  
Reading, Pennsylvania 19605

21. Tampa Smelter  
3507 S. 50th Street  
Tampa, Florida 33619

22. Vernon Smelter  
2700 S. Indiana Street  
Los Angeles, California 90023

**Schedule 3**

**Transferred Entities**

1. Exide International Holdings LP
2. Exide International Holdings GP LLC
3. Exide Holding Europe S.A.S.
4. Exide Technologies (Shanghai) Company Limited
5. Exide Australia Pty Limited Australia
6. Exide Technologies GmbH
7. Exide Technologies BVBA
8. Exide Technologies A/S
9. Exide Technologies Oy
10. Exide Technologies S.A.S.
11. Exide Technologies GmbH (includes a Switzerland branch)
12. Exide Technologies Operations GmbH & Co. KG
13. HAGEN Batterie AG
14. GNB Technologies (China) Limited
15. GNB Technologies (India) Private Limited
16. Tudor India Private Limited
17. Exide Technologies S.r.l.
18. Coöperatie Exide Europe U.A.
19. Exide Global Holding Netherlands C.V.
20. Exide Holding Netherlands B.V.
21. Exide Technologies B.V.
22. Exide Technologies Limited
23. Exide Technologies AS
24. Exide Technologies S.A.
25. Exide Technologies SSC sp. z o.o.
26. Exide Technologies, Lda.
27. Exide Technologies Recycling II, Lda.
28. G.V.B. – Gestão e Valorização de Baterias, Lda.
29. Exide Technologies LLC
30. Exide Singapore Pte Limited
31. Exide Holding Asia Pte Limited
32. Exide Technologies Recycling S.L.U.
33. Exide Technologies S.L.U.
34. Exide Transportation Holding Europe S.L.U.
35. Exide Technologies AB
36. GNB Batteries Trading MEA LLC
37. CMP Batteries Pension Limited
38. Euro Exide Corporation Limited
39. Exide Technologies (Transportation) Limited
40. GNB Industrial Power (UK) Limited
41. EH International, LLC
42. Exide International Holding Netherlands B.V.

## **Annex 4**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

-----	X	
	:	
In re	:	Chapter 11
	:	
EXIDE HOLDINGS, INC., <i>et al.</i> ,	:	Case No. 20–11157 (CSS)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	:	Re: Docket Nos. 977 & 998
-----	X	

NOTICE OF EFFECTIVE DATE AND ENTRY OF ORDER CONFIRMING FOURTH  
AMENDED JOINT CHAPTER 11 PLAN OF  
EXIDE HOLDINGS, INC. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE THAT:

1. On October 16, 2020, the Bankruptcy Court entered the *Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 998] (the “**Confirmation Order**”), confirming the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors* [Docket No. 977] (together with the plan supplement, all schedules, and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”).<sup>2</sup>

2. On October 26, 2020, all conditions precedent to the Effective Date of the Plan were satisfied or waived in accordance with the Plan and the Plan was substantially consummated. Accordingly, October 26, 2020 is the Effective Date of the Plan.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.



3. In accordance with Section 8.1(a) of the Plan, as of the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Section 8.4 of the Plan; or (v) is identified for assumption on the Assumption Schedule included in the Plan Supplement. In accordance with Section 8.3 of the Plan, in the event that the rejection of an executory contract or unexpired lease under the Plan results in damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a timely filed proof of Claim, must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Wind-Down Estates, or the GUC Trust, as applicable, by no later than **November 25, 2020**.

4. The Administrative Expense Claims Bar Date (as defined in the Confirmation Order) is **November 30, 2020**. Except as otherwise provided in the Confirmation Order and the Plan, holders of Administrative Expense Claims must file and serve a proof of Administrative Expense Claims by no later than the Administrative Expense Claims Bar Date. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISCHARGED. IF, FOR ANY REASON, ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM SHALL IN**

**NO EVENT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED  
PURSUANT TO THE PLAN.**

5. The Plan and Confirmation Order may be viewed for free at the website of the Debtors' claims and noticing agent, Prime Clerk LLC, at <https://cases.primeclerk.com/Exide2020/> or for a fee on the Bankruptcy Court's website at <http://www.deb.uscourts.gov>.

Dated: October 26, 2020  
Wilmington, Delaware

/s/ Brendan J. Schlauch

RICHARDS, LAYTON & FINGER, P.A.

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WEIL, GOTSHAL & MANGES LLP

Ray C. Schrock, P.C. (admitted *pro hac vice*)

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*Attorneys for Debtors and Debtors in Possession*

## **Annex 5**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

----- X  
In re : Chapter 11  
EXIDE HOLDINGS, INC., *et al.*, : Case No. 20–11157 (CSS)  
Debtors.<sup>1</sup> : (Jointly Administered)  
: Hearing Date: July 15, 2021 at 10:00 a.m. (ET)  
: Obj. Deadline: June 29, 2021 at 4:00 p.m. (ET)  
----- X

**ELEVENTH (NON-SUBSTANTIVE) JOINT OMNIBUS OBJECTION OF PLAN  
ADMINISTRATOR AND GUC TRUSTEE TO CERTAIN (I) LATE FILED CLAIMS,  
(II) DUPLICATIVE CLAIMS, (III) INSUFFICIENT DOCUMENTATION CLAIMS,  
AND (IV) AMENDED AND SUPERSEDED CLAIMS**

**THIS OBJECTION SEEKS TO DISALLOW AND EXPUNGE CERTAIN CLAIMS.  
CLAIMANTS RECEIVING THIS OBJECTION SHOULD REVIEW THIS OBJECTION  
AND THE ATTACHMENTS HERETO TO DETERMINE WHETHER THIS OBJECTION  
AFFECTS THEIR CLAIMS. CLAIMANTS SHOULD LOCATE THEIR NAMES  
AND CLAIMS ON EXHIBIT A, EXHIBIT B, EXHIBIT C, EXHIBIT D, OR EXHIBIT E  
ATTACHED TO THIS OBJECTION.**

The Plan Administrator<sup>2</sup> for the wind-down estates of Exide Holdings, Inc. and its debtor affiliates (collectively, the “**Wind-Down Estates**”), and the GUC Trustee, respectfully represent as follows in support of this omnibus objection (the “**Objection**”):

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 977] (the “**Plan**”).

### **Background**

1. On May 19, 2020 (the “**Commencement Date**”), Exide Holdings, Inc. and its debtor affiliates (collectively, the “**Debtors**”) each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

2. On October 16, 2020, the Court entered the *Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 998] (the “**Confirmation Order**”) confirming the Plan. The Plan became effective on October 26, 2020 and created the Wind-Down Estates. The Confirmation Order further established the Administrative Expense Claims Bar Date (as defined in the Confirmation Order) as thirty-five (35) days from the date of service of notice of the Confirmation Order, which was November 30, 2020.

3. Additional information regarding the Debtors’ business, capital structure, and the Plan is set forth in the *Amended Disclosure Statement for Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 733].

### **Claims Process**

4. On June 25, 2020, the Bankruptcy Court entered the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 373] (the “**Bar Date Order**”). Pursuant to the Bar Date Order and the subsequent Bar Date Notice (as defined in the Bar Date Order), the following deadlines were established to file proofs of claim in the Debtors’ chapter 11 cases: (i) July 31, 2020 at 5:00 p.m., prevailing Eastern Time (the “**General Bar Date**”) for non-governmental claimants; (ii) November 16, 2020 at 5:00 p.m., Eastern Time (the “**Governmental Bar Date**”) for claims by Governmental Units (as defined in the Bar Date Order); (iii) the later of the applicable bar date and the date that is 30 days from the date on which the Debtors provide notice of an amendment or supplement to their

Schedules (as defined below) for claims affected by such filing (the “**Amended Schedules Bar Date**”); and (iv) the later of the applicable bar date and the date that is 30 days following service of an order approving the rejection of an executory contract or unexpired lease of the Debtors (the “**Rejection Damages Bar Date**” and, together with the General Bar Date, Governmental Bar Date, Amended Schedules Bar Date, and the Administrative Expense Claims Bar Date, the “**Bar Dates**”) for claims resulting from such rejection.

5. On June 26, 2020, the Debtors filed their schedules of assets and liabilities and statements of financial affairs (the “**Schedules**”). *See* Docket Nos. 392-395, 400-405.

6. In accordance with the Bar Date Order, Prime Clerk LLC (“**Prime Clerk**”), the Debtors’ court-appointed claims and noticing agent, mailed notice of the General Bar Date and proof of claim forms to, among others, all of the Debtors’ creditors and other known parties in interest as of the Commencement Date. *See* Docket Nos. 566, 568, 884 & 868. Notice of the General Bar Date was also published once in the national editions of *The New York Times* and *USA Today*. *See* Docket No. 446.

7. Under the Plan, the Plan Administrator, on behalf of the Wind-Down Estates, has the exclusive authority to object to all Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims. The GUC Trustee, on behalf of the GUC Trust, has the exclusive authority to object to all General Unsecured Claims.

8. The claims register, prepared and maintained by Prime Clerk, shows that 1,097 proofs of claim (the “**Proofs of Claim**”) were filed in the Debtors’ chapter 11 cases. Of these Proofs of Claim, 913 assert prepetition general unsecured portions, 182 assert Administrative Expense Claim portions pursuant to section 503(b)(9) of the Bankruptcy Code, and 68 assert other Administrative Expense Claim portions. The Plan Administrator and GUC Trustee, with the

assistance of their advisors, are actively reviewing and reconciling the Proofs of Claim. The ongoing claims reconciliation process involves the collective effort of the Plan Administrator's and GUC Trustee's employees; counsel to the Plan Administrator: Weil, Gotshal & Manges LLP, Richards, Layton & Finger, P.A. and Landis Rath & Cobb LLP; Ankura Consulting Group, LLC; counsel to the GUC Trustee: Lowenstein Sandler LLP and Potter Anderson & Corroon LLP; and Prime Clerk.

9. To date, the Wind-Down Estates have filed ten omnibus claim objections [Docket Nos. 1169, 1170, 1171, 1178, 1247, 1275, 1276, 1301, 1331, 1332] and two notices of satisfaction [Docket Nos. 1168, 1246]. This Objection is the eleventh omnibus claim objection filed to date.

### **Jurisdiction**

10. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and Article XI of the Plan and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Plan Administrator and GUC Trustee consent to the entry of a final order by the Court in connection with this Objection to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

11. The Plan Administrator and GUC Trustee file this Objection pursuant to section 502 of the Bankruptcy Code and rule 3007 of the Federal Rules of Bankruptcy Procedure



(the “**Bankruptcy Rules**”) requesting, as applicable, disallowance and expungement of (i) the late filed claims listed on **Exhibit A** (the “**Plan Administrator Late Filed Claims**”), (ii) the late filed claims listed on **Exhibit B** (the “**GUC Late Filed Claims**,” and together with the Plan Administrator Late Filed Claims, the “**Late Filed Claims**”), (iii) the claims listed under the column heading Duplicate Claim on **Exhibit C** (the “**Duplicative Claims**”), (iv) the claims listed on **Exhibit D** (the “**Insufficient Documentation Claims**”), and (v) the claims listed under the column heading Amended Claim on **Exhibit E** (the “**Amended Claims**,” and together with the Late Filed Claims, Duplicative Claims, and Insufficient Documentation Claims, the “**Disputed Claims**”).

12. Each of the Late Filed Claims is a claim that was not timely filed on or before the applicable Bar Date established pursuant to the Bar Date Order or the Confirmation Order. Due to the failure of those who filed Late Filed Claims to comply with the express terms of the Bar Date Order or the Confirmation Order, as applicable, the Plan Administrator and/or GUC Trustee request that the Bankruptcy Court disallow and expunge the Late Filed Claims in their entirety.

13. The GUC Trustee and/or those acting under its direction have examined the Duplicative Claims, all documentation provided with respect to each Duplicative Claim, and the Debtors’ respective books and records, and have determined in each case the Duplicative Claims are entirely duplicative of at least one corresponding claim identified under the column heading Surviving Claim Number on **Exhibit C** (the “**Surviving Duplicative Claims**”).

14. This Objection does not affect any of the Surviving Duplicative Claims and does not constitute an admission or acknowledgement by the GUC Trustee that any such claims should be allowed. Unless the Surviving Duplicative Claim was previously allowed, the Plan Administrator and GUC Trustee retain their respective rights to later object on any basis to any

Surviving Duplicative Claim and to any Duplicative Claim as to which the Bankruptcy Court does not grant the relief requested herein.

15. The GUC Trustee and/or those acting under its direction have examined the Insufficient Documentation Claims, all documentation provided with respect to each Insufficient Documentation Claim, and the Debtors' respective books and records, and have determined in each case the Insufficient Documentation Claims do not include or attach sufficient information or documentation to constitute prima facie evidence of the validity and amount of the claim, as contemplated by Rule 3001(f) of the Bankruptcy Rules.

16. The GUC Trustee and/or those acting under its direction, as applicable, have examined the Amended Claims, all documentation provided with respect to each Amended Claim, and the Debtors' respective books and records, and have determined in each case the Amended Claims have been amended and superseded by the subsequently filed claims identified on **Exhibit E** under the column heading Surviving Claims (the "**Surviving Amended Claims**").

17. This Objection does not affect any of the Surviving Amended Claims and does not constitute an admission or acknowledgement by the GUC Trustee, as applicable, that any such claims should be allowed. Unless the Surviving Amended Claim was previously allowed, the Plan Administrator and GUC Trustee, as applicable, retain their rights to later object on any basis to any Surviving Amended Claim and to any Amended Claim as to which the Bankruptcy Court does not grant the relief requested herein.

18. Thus, the Plan Administrator and GUC Trustee, as applicable, request that the Late Filed Claims, Duplicative Claims, Insufficient Documentation Claims, and Amended Claims be disallowed and expunged. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit F** (the "**Proposed Order**").

19. In support of this Objection, the Plan Administrator submits the declaration of Scott A. Rinaldi (the “**Rinaldi Declaration**”) and the GUC Trustee submits the declaration of Peter S. Kravitz, Esq. (the “**Kravitz Declaration**”), annexed hereto as **Exhibit G** and **Exhibit H**, respectively.

### **Basis for Relief Requested**

20. When asserting a claim against a bankrupt estate, a claimant must allege facts that, if true, would support a finding that the debtor is legally liable to the claimant. *See In re Allegheny Int’l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992); *see also In re Int’l Match Corp.*, 69 F.2d 73, 76 (2d Cir. 1934) (finding that a proof of claim should at least allege facts from which legal liability can be seen to exist). Where the claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity. *In re Allegheny Int’l, Inc.*, 954 F.2d at 173. A party wishing to dispute such a claim must produce evidence in sufficient force to negate the claim’s *prima facie* validity. *Id.* In practice, the objecting party must produce evidence that would refute at least one of the allegations essential to the claim’s legal sufficiency. *Id.* at 173-74. Once the objecting party produces such evidence, the burden shifts back to the claimant to prove the validity of his or her claim by a preponderance of the evidence. *Id.* at 174. Ultimately, the burden of persuasion is on the claimant. *Id.*

21. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law.” 11 U.S.C. § 502(b)(1).

### **The Late Filed Claims Should Be Disallowed and Expunged**

22. The Bar Date Order and, as applicable, the Confirmation Order, specifically require proofs of claim to be actually received on or before the applicable Bar Date. The holders

of the Late Filed Claims received notice of the Bar Dates and an express warning that any claimant who failed to timely file a proof of claim or request for payment of an administrative expense would not be eligible to receive a distribution on account of their asserted claim(s).

23. As set forth in the Rinaldi Declaration and the Kravitz Declaration, all of the Late Filed Claims were received after the applicable Bar Date. Specifically, both of the two (2) Plan Administrator Late Claims identified on **Exhibit A** were required to be filed by the Governmental Bar Date and both of the two (2) GUC Late Filed Claims identified on **Exhibit B** were required to be filed by the General Bar Date.

24. Accordingly, to avoid the possibility of improper recoveries and to maintain an accurate claims register, the Plan Administrator and GUC Trustee seek entry of the Proposed Order disallowing and expunging in their entirety the Late Filed Claims as indicated in **Exhibit A** and **Exhibit B**.

**The Duplicative Claims Should Be Disallowed and Expunged**

25. As set forth in the Kravitz Declaration, based upon a careful review and analysis of the Duplicative Claims, the Surviving Claims and the Debtors' books and records, the GUC Trustee has determined that each Duplicative Claim has been asserted against a Debtor for liabilities which are already covered by a corresponding Surviving Duplicative Claim asserted against the same Debtor.

26. Accordingly, to avoid the possibility of multiple recoveries and to maintain an accurate claims register, the GUC Trustee seeks entry of the Proposed Order disallowing and expunging in their entirety the Duplicative Claims as indicated in **Exhibit C**.

**The Insufficient Documentation Claims Should Be Disallowed and Expunged**

27. Where the claimant alleges sufficient facts to support its claim, its claim is afforded *prima facie* validity. *In re Allegheny Int'l, Inc.*, 954 F.2d at 173. If, however, a proof of

claim lacks sufficient documentation to support its validity, the Court may disallow the claim. *In re Minbatiwalla*, 424 B.R. 104, 119 (Bankr. S.D.N.Y. 2010); *see also In re O'Brien*, 440 B.R. 654, 666 (Bankr. E.D. Pa. 2010).

28. As set forth in the Kravitz Declaration, based upon a careful review and analysis of the Insufficient Documentation Claims and the Debtors' books and records, the GUC Trustee has determined that each Insufficient Documentation Claim does not have a basis in the Debtors' books and records and does not include or attach sufficient information or supporting documentation to constitute *prima facie* evidence of the validity and amount of such Insufficient Documentation Claims, as provided in Bankruptcy Rule 3001(f). Fed. R. Bankr. P. 3001(f).

29. Accordingly, to avoid the possibility of unjustified recoveries and to maintain an accurate claims register, the GUC Trustee seeks entry of the Proposed Order disallowing and expunging in their entirety the Insufficient Documentation Claims as indicated in **Exhibit D.**

**The Amended Claims Should Be Disallowed and Expunged**

30. As set forth in the Kravitz Declaration, based upon a careful review and analysis of the Amended Claims, the Surviving Amended Claims and the Debtors' books and records, the GUC Trustee has determined that each Amended Claim has been amended and superseded by a Surviving Amended Claim and, if allowed, would represent a double recovery for the holder.

31. Accordingly, to avoid the possibility of multiple recoveries and to maintain an accurate claims register, the GUC Trustee seeks entry of the Proposed Order disallowing and expunging the claims listed under the column heading Amended Claim to be Disallowed on **Exhibit E.**

**Reservation of Rights**

32. The Plan Administrator and GUC Trustee hereby reserve the right to object in the future to any of the Proofs of Claim subject to this Objection on any ground, and to amend, modify, and/or supplement this Objection to the extent an objection to a Claim is not granted.

**Responses to this Objection**

33. To contest the determinations made as to the claims included in this Objection, a claimant must file a written response to this Objection (a “**Response**”) with the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware: 824 Market Street, 3rd Floor Wilmington, Delaware 19801 no later than June 29, 2021 at 4:00 p.m. (Prevailing Eastern Time) (the “**Response Deadline**”). Each Response to this Objection must, at a minimum, contain the following information:

- i. a caption setting forth the name of the Court, the names of the Debtors, the case number, and the title of the Objection to which the Response is directed;
- ii. the name of the claimant, the claim number, and a description of the basis for the amount of the claim;
- iii. the specific factual basis and supporting legal argument upon which the party will rely in opposing this Objection;
- iv. all documentation and other evidence in support of the claim, not previously filed with the Court or the Debtors’ claims agent, upon which the claimant will rely in opposing this Objection; and
- v. the name, address, telephone number, fax number and/or email address of the person(s) (which may be the claimant or the claimant’s legal representative) with whom counsel for the Plan Administrator or GUC Trustee should communicate with respect to the claim or the Objection and who possesses authority to reconcile, settle, or otherwise resolve the objection to the claim on behalf of the claimant.

34. If a claimant fails to timely file and serve a Response by the Response Deadline, the Plan Administrator and GUC Trustee, as applicable, may present to the Court an

appropriate order disallowing and expunging the Disputed Claims without further notice to the claimant or a hearing.

35. The Plan Administrator and GUC Trustee, as applicable, may file and serve a reply to any Response in accordance with the Local Rules. The Plan Administrator and GUC Trustee reserve the right to seek an adjournment of the hearing on any Response to this Objection, which adjournment will be noted on the notice of agenda for the hearing.

**Separate Contested Matters**

36. To the extent a Response is filed regarding any claim listed in this Objection and the Plan Administrator and GUC Trustee, as applicable, are unable to resolve the Response, the objection by the Plan Administrator or GUC Trustee to such claim shall constitute a separate contested matter as contemplated by Bankruptcy Rule 9014. Any order entered by the Court regarding an objection asserted in this Objection shall be deemed a separate order with respect to each claim subject thereto.

**Compliance with Local Rule 3007-1**

37. To the best of the Plan Administrator's and GUC Trustee's knowledge and belief, as applicable, this Objection, including **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, and **Exhibit E** attached hereto, complies with Local Rule 3007-1. To the extent this Objection does not comply in all respects with the requirements of Local Rule 3007-1, the undersigned believes such deviations are not material and respectfully requests that any such requirement be waived.

**Notice and No Previous Request**

38. The Plan Administrator and GUC Trustee will provide notice of this Objection to: (i) the United States Trustee for the District of Delaware (Attn: Linda J. Casey, Esq.); (ii) each holder of a claim objected to herein; and (iii) the parties who have requested notice

pursuant to Bankruptcy Rule 2002. The Plan Administrator and GUC Trustee respectfully submit that no further notice is required.

39. No previous request for the relief sought herein has been made by the Plan Administrator or GUC Trustee to this or any other Court.

WHEREFORE the Plan Administrator and GUC Trustee respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as is just.

Dated: June 15, 2021  
Wilmington, Delaware

/s/ Nicolas E. Jenner  
LANDIS RATH & COBB LLP  
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Kimberly A. Brown (No. 5138)  
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*Attorneys for the GUC Trustee*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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	:	
In re	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20-11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	<b>Hearing Date: July 15, 2021 at 10:00 a.m. (ET)</b>
	:	<b>Obj. Deadline: June 29, 2021 at 4:00 p.m. (ET)</b>
-----	x	

**NOTICE OF ELEVENTH OMNIBUS OBJECTION**

TO: (i) the United States Trustee for the District of Delaware (Attn: Linda J. Casey, Esq.); (ii) each holder of a claim objected to herein; and (iii) all parties who have requested notice pursuant to Bankruptcy Rule 2002.

Landis Rath & Cobb LLP (“LRC”), Attorneys to the Wind-Down Estates, filed the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims and (III) Insufficient Documentation Claims and (IV) Amended and Superseded Claims*.

Objections, if any, must be filed with the United States Bankruptcy Court, 824 N. Market Street, Wilmington, Delaware 19801, on or before **June 15, 2021 at 4:00 p.m. (ET)**.

At the same time, you must also serve a copy of the objection upon the following parties so as to be **received no later than 4:00 p.m. (ET) on June 15, 2021**:

- (a) Counsel to the Wind-Down Estates (i) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attention: Richard S. Cobb (cobb@lrclaw.com), Kimberly A. Brown (bronw@lrclaw.com), Matthew R. Pierce (pierce@lrclaw.com) and Nicolas E. Jenner (jenner@lrclaw.com), (ii) Richards Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware, 19801, Attention: Daniel J. DeFranceschi (defranceschi@rlf.com) and Zachary I. Shapiro (shapiro@rlf.com), (iii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attention: Ray C. Schrock (ray.schrock@weil.com) and Sunny Singh (sunny.singh@weil.com), and Counsel to the GUC Trustee (iv) Potter Anderson & Corroon LLP, 1313 N. Market Street, 6<sup>th</sup> Floor, Wilmington,

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

Delaware 19801, Attention: Christopher M. Samis (csamis@potteranderson.com), L. Katherine Good (kgood@potteranderson.com) and Aaron H. Stulman (astulman@potteranderson.com) and (v) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020, Attention: Kenneth A. Rosen (krosen@lowenstein.com), Robert M. Hirsh (rhirsh@lowenstein.com) and Eric S. Chafetz (echafetz@lowenstein.com)

A HEARING ON THE OBJECTION WILL BE HELD ON **JULY 15, 2021 AT 10:00 A.M. (ET)** BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI, CHIEF UNITED STATES BANKRUPTCY COURT JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5<sup>TH</sup> FLOOR, COURTROOM 6, WILMINGTON, DELAWARE 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 15, 2021  
Wilmington, Delaware

**LANDIS RATH & COBB LLP**

/s/ Nicolas E. Jenner

Richard S. Cobb (No. 3157)  
Kimberly A. Brown (No. 5138)  
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pierce@lrclaw.com  
jenner@lrclaw.com

*Attorneys to the Wind-Down Estates*

**Exhibit A**

**Plan Administrator Late Filed Claims**

Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classifications and Amounts
Department of the Treasury/Internal Revenue Service	1097	6/2/2021	Exide Technologies, LLC	Administrative (\$3,443,888.68)
New York State Department of Taxation and Finance	1096	6/3/2021	Exide Technologies, LLC	Administrative (\$12,527.24)

**Exhibit B**

**GUC Late Filed Claims**

Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classification and Amount
Cyclone, Inc.	1091	3/10/2021	Exide Technologies, LLC	General Unsecured (\$425.00)
Industrial Splicing and Sling, L.L.C.	1094	4/6/2021	Exide Technologies, LLC	General Unsecured (\$6,480.00)

**Exhibit C**

**Duplicative Claims**



Duplicate Claim to be Disallowed					Surviving Claim					Reason
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification	
California Department of Toxic Substances Control	1026	11/16/2020	Exide Holdings, Inc.	General Unsecured (\$135,433,558.26)	California Department of Toxic Substances Control	1043	11/16/2020	Exide Technologies, LLC	General Unsecured (\$135,433,558.26)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1045	11/16/2020	Exide Holdings, Inc.	General Unsecured (\$7,225,343.36)	California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1036	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1047	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1044	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1042	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against different Debtors
Chibuzo, Inc dba General Pallets & Crates, Inc	662	7/28/2020	Exide Technologies, LLC	General Unsecured (\$27,587.62)	Chibuzo, Inc, dba; General Pallets and Crates	63	5/26/2020	Exide Holdings, Inc.	General Unsecured (\$27,587.62)	Creditor asserts precisely the same claim against different Debtors
Georgia Environmental Protection Division of the Department of Natural Resources	1033	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Georgia Environmental Protection Division of the Department of Natural Resources	1022	11/13/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against the same Debtor
Georgia Environmental Protection Division Department of Natural Resources	1035	11/16/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00)	Georgia Environmental Protection Division of the Department of Natural Resources	1024	11/13/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00)	Creditor asserts precisely the same claim against the same Debtor

**Exhibit D**

**Insufficient Documentation Claims**

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Aker Wade MiddelWeg 53	900	8/6/2020	Exide Technologies, LLC	General Unsecured (\$33,217.75) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Axtell, James Edward	739	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
Axtell, Lee A.	715	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
BorgWarner Systems Lugo	422	7/16/2020	Exide Technologies, LLC	General Unsecured (\$751,558.65)	General Unsecured (\$751,558.65)
BST Systems, Inc.	840	7/30/2020	Exide Technologies, LLC	General Unsecured (\$34,500.00) General Unsecured (Unliquidated)	General Unsecured (\$34,500.00) General Unsecured (Unliquidated)
Capstone Solutions, Inc. - Cores	718	7/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1042	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1043	11/16/2020	Exide Technologies, LLC	General Unsecured (\$135,433,558.26) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1047	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
City of Frisco, Texas	1059	11/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	451	7/17/2020	Exide Holdings, Inc.	General Unsecured (\$9,497,853.49) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	447	7/17/2020	Exide Holdings, Inc.	General Unsecured (\$1,095,258.77) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Drew, Paul	825	7/31/2020	Exide Holdings, Inc.	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)
Federal Insurance Company	607	7/28/2020	Exide Technologies, LLC	General Unsecured (\$44,034.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Furgison, Antonia	328	7/17/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Garcia, Jesus	610	7/27/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Gethsemane Cemetery	851	7/31/2020	Exide Technologies, LLC	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)
Georgia Environmental Protection Division of the Department of Natural Resources	1022	11/13/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Georgia Environmental Protection Division of the Department of Natural Resources	1024	11/13/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Guardado, Kimberly	548	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00)	General Unsecured (\$100,000.00)
Heiser, Judy	496	7/23/2020	Exide Technologies, LLC	General Unsecured (\$125,000.00) General Unsecured (Unliquidated)	General Unsecured (\$125,000.00) General Unsecured (Unliquidated)

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Hill, Charnnon	628	7/27/2020	Exide Technologies, LLC	General Unsecured (\$50,000.00) General Unsecured (Unliquidated)	General Unsecured (\$50,000.00) General Unsecured (Unliquidated)
Indiana Department of Environmental Management	1021	11/13/2020	Exide Delaware LLC	General Unsecured (\$650,000.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Johnson, Trenton	473	7/21/2020	Exide Technologies, LLC	General Unsecured (\$2,750,000.00) General Unsecured (Unliquidated)	General Unsecured (\$2,750,000.00) General Unsecured (Unliquidated)
Kunce, William	489	7/23/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)
Love, Matthew	899	8/6/2020	Exide Technologies, LLC	General Unsecured (\$957,453.98)	General Unsecured (\$957,453.98)
NM Taxation & Revenue Department	997	10/27/2020	Exide Technologies, LLC	General Unsecured (\$15.11) General Unsecured (Unliquidated) Priority (\$50.00) Priority (Unliquidated)	General Unsecured (Unliquidated)
Ohio Department of Taxation	28	5/26/2020	Exide Technologies, LLC	General Unsecured (\$59,362.35) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
P1 Group, Inc	500	7/22/2020	Exide Technologies, LLC	General Unsecured (\$193,655.54)	General Unsecured (\$193,655.54)
Rush, Sophia	478	7/20/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1028	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1030	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1034	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
South Coast Air Quality Management District	998	10/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Sylvester, Markous	603	7/27/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)
Turpin, William	577	7/24/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00)	General Unsecured (\$300,000.00)
United States Environmental Protection Agency	1029	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
U.S. Department of Energy, National Energy Technology Laboratory	1023	11/13/2020	Dixie Metals Company	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
W.W. Grainger, Inc.	307	7/15/2020	Exide Technologies, LLC	Secured (\$134,643.75) Secured (Unliquidated) 503(b)(9) (\$97,215.61) 503(b)(9) (Unliquidated) Administrative (Unliquidated) General Unsecured (\$61,331.62) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Williams, Fred	538	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)

**Exhibit E**

**Amended Claims**

Amended Claim to be Disallowed					Surviving Claim				
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification
California Department of Toxic Substances Control	986	10/13/2020	Exide Holdings, Inc.	General Unsecured (\$7,079,068.80)	California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36)
California Department of Toxic Substances Control	987	10/13/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1044	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)
Maddox Industrial Group, Inc.	35	5/27/2020	Exide Technologies, LLC	General Unsecured (\$198,882.43)	Maddox Industrial Group, Inc.	240	7/1/2020	Exide Technologies, LLC	Secured (\$198,882.43)



**Exhibit F**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20–11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	<b>Re: Docket No. ____</b>
	X	

**ORDER GRANTING ELEVENTH (NON-SUBSTANTIVE) JOINT OMNIBUS  
OBJECTION OF PLAN ADMINISTRATOR AND GUC TRUSTEE TO CERTAIN (I)  
LATE FILED CLAIMS, (II) DUPLICATIVE CLAIMS, (III) INSUFFICIENT  
DOCUMENTATION CLAIMS, AND (IV) AMENDED AND SUPERSEDED CLAIMS**

Upon the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims* filed June 15, 2021 (the “**Objection**”),<sup>2</sup> by the Plan Administrator and GUC Trustee (each as defined in the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors* [Docket No. 977] (the “**Plan**”) for the wind-down estates of Exide Holdings, Inc. and its debtor affiliates (collectively, the “**Wind-Down Estates**”) and the GUC Trust, respectively, pursuant to section 502 under title 11 of the United States Code (the “**Bankruptcy Code**”), rule 3007 of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”), and rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) for an order (i) disallowing and expunging the Late Filed Claims,

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms not otherwise herein defined shall have the meanings ascribed to such terms in the Objection.

(ii) disallowing and expunging the Duplicative Claims , (iii) disallowing and expunging the Insufficient Documentation Claims, (iv) disallowing and expunging the Amended Claims, and (v) granting related relief, all as more fully set forth in the Objection; and the Bankruptcy Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this court (the “**Bankruptcy Court**”) pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Objection having been provided; 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 Bankruptcy Court having considered the Rinaldi Declaration and the Kravitz Declaration; and the Bankruptcy Court having held a hearing, if necessary, to consider the relief requested in the Objection (the “**Hearing**”); and upon the record of the Hearing, if any, and upon all of the proceedings had before the Bankruptcy Court; and the Bankruptcy Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and is in the best interests of the Debtors, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Objection is sustained and the relief requested is granted to the extent set forth herein.
2. Pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3007, each proof of claim listed on **Exhibit 1** and **Exhibit 2** annexed hereto is disallowed and expunged in its entirety and each such Late Filed Claim shall be removed from the Debtors’ claims register; each proof of claim listed on **Exhibit 3** annexed hereto is disallowed and expunged in its entirety

and each such Duplicative Claim shall be removed from the Debtors' claims register; each proof of claim listed on **Exhibit 4** annexed hereto is disallowed and expunged in its entirety and each such Insufficient Documentation Claim shall be removed from the Debtors' claims register; and each proof of claim listed on **Exhibit 5** annexed hereto is disallowed and expunged in its entirety and each such Amended Claim shall be removed from the Debtors' claims register.

3. The disallowance and expungement of the Amended Claims and Duplicative Claims does not constitute an admission or finding concerning any of the claims listed on **Exhibit 3** or **Exhibit 5** annexed hereto, under the heading Surviving Claim (the "**Surviving Claims**"), and the Surviving Claims are neither allowed nor disallowed by this Order.

4. The rights of the Plan Administrator and the GUC Trustee to object to the Surviving Claims, in whole or in part, and on any basis are specifically preserved.

5. This Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of, and all rights to object to or defend on any basis are expressly reserved with respect to any Late Filed Claims, Duplicative Claims, Insufficient Documentation Claims, or Amended Claims referenced or identified in the Objection that is not listed on **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, **Exhibit 4** or **Exhibit 5** annexed hereto.

6. Should one or more of the grounds of objection stated in the Objection be dismissed, the rights of the Plan Administrator and GUC Trustee to object on any other grounds that the Plan Administrator or GUC Trustee discovers subsequent to the filing of the Objection are preserved.

7. Each Late Filed Claim, Duplicative Claim, Insufficient Documentation Claims and Amended Claims and the objections by the Plan Administrator and GUC Trustee, as applicable, to such Claims, as set forth on **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, **Exhibit 4** or **Exhibit 5**

annexed hereto, constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014 and Local Rule 3007-1. This Order shall be deemed a separate Order with respect to each such Disputed Claim. Any stay of this Order pending appeal by any claimants whose claims are subject to this Order shall only apply to the contested matter which involves such claimant and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters listed in the Objection or this Order.

8. The Plan Administrator, the GUC Trustee, the Debtors' claims and noticing agent, Prime Clerk LLC, and the Clerk of this Bankruptcy Court are authorized to take all actions necessary or appropriate to give effect to this Order.

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

10. The terms and conditions of this Order are effective immediately upon entry.

Dated: \_\_\_\_\_, 2021  
Wilmington, Delaware

\_\_\_\_\_  
The Honorable Christopher S. Sontchi  
Chief United States Bankruptcy Judge

**Exhibit 1**

**Plan Administrator Late Filed Claims**

Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classifications and Amounts
Department of the Treasury/Internal Revenue Service	1097	6/2/2021	Exide Technologies, LLC	Administrative (\$3,443,888.68)
New York State Department of Taxation and Finance	1096	6/3/2021	Exide Technologies, LLC	Administrative (\$12,527.24)

**Exhibit 2**

**GUC Late Filed Claims**



Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classification and Amount
Cyclone, Inc.	1091	3/10/2021	Exide Technologies, LLC	General Unsecured (\$425.00)
Industrial Splicing and Sling, L.L.C.	1094	4/6/2021	Exide Technologies, LLC	General Unsecured (\$6,480.00)

**Exhibit 3**

**Duplicative Claims**

Duplicate Claim to be Disallowed					Surviving Claim					Reason
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification	
California Department of Toxic Substances Control	1026	11/16/2020	Exide Holdings, Inc.	General Unsecured (\$135,433,558.26)	California Department of Toxic Substances Control	1043	11/16/2020	Exide Technologies, LLC	General Unsecured (\$135,433,558.26)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1045	11/16/2020	Exide Holdings, Inc.	General Unsecured (\$7,225,343.36)	California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1036	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1047	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against different Debtors
California Department of Toxic Substances Control	1044	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1042	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against different Debtors
Chibuzo, Inc dba General Pallets & Crates, Inc	662	7/28/2020	Exide Technologies, LLC	General Unsecured (\$27,587.62)	Chibuzo, Inc, dba; General Pallets and Crates	63	5/26/2020	Exide Holdings, Inc.	General Unsecured (\$27,587.62)	Creditor asserts precisely the same claim against different Debtors
Georgia Environmental Protection Division of the Department of Natural Resources	1033	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Georgia Environmental Protection Division of the Department of Natural Resources	1022	11/13/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	Creditor asserts precisely the same claim against the same Debtor
Georgia Environmental Protection Division Department of Natural Resources	1035	11/16/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00)	Georgia Environmental Protection Division of the Department of Natural Resources	1024	11/13/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00)	Creditor asserts precisely the same claim against the same Debtor

**Exhibit 4**

**Insufficient Documentation Claims**

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Aker Wade MiddelWeg 53	900	8/6/2020	Exide Technologies, LLC	General Unsecured (\$33,217.75) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Axtell, James Edward	739	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
Axtell, Lee A.	715	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
BorgWarner Systems Lugo	422	7/16/2020	Exide Technologies, LLC	General Unsecured (\$751,558.65)	General Unsecured (\$751,558.65)
BST Systems, Inc.	840	7/30/2020	Exide Technologies, LLC	General Unsecured (\$34,500.00) General Unsecured (Unliquidated)	General Unsecured (\$34,500.00) General Unsecured (Unliquidated)
Capstone Solutions, Inc. - Cores	718	7/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1042	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1043	11/16/2020	Exide Technologies, LLC	General Unsecured (\$135,433,558.26) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
California Department of Toxic Substances Control	1047	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
City of Frisco, Texas	1059	11/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
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Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
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Drew, Paul	825	7/31/2020	Exide Holdings, Inc.	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)
Federal Insurance Company	607	7/28/2020	Exide Technologies, LLC	General Unsecured (\$44,034.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Furgison, Antonia	328	7/17/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Garcia, Jesus	610	7/27/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Gethsemane Cemetery	851	7/31/2020	Exide Technologies, LLC	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)
Georgia Environmental Protection Division of the Department of Natural Resources	1022	11/13/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Georgia Environmental Protection Division of the Department of Natural Resources	1024	11/13/2020	Exide Technologies, LLC	General Unsecured (\$49,062,128.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Guardado, Kimberly	548	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00)	General Unsecured (\$100,000.00)
Heiser, Judy	496	7/23/2020	Exide Technologies, LLC	General Unsecured (\$125,000.00) General Unsecured (Unliquidated)	General Unsecured (\$125,000.00) General Unsecured (Unliquidated)

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Hill, Charnnon	628	7/27/2020	Exide Technologies, LLC	General Unsecured (\$50,000.00) General Unsecured (Unliquidated)	General Unsecured (\$50,000.00) General Unsecured (Unliquidated)
Indiana Department of Environmental Management	1021	11/13/2020	Exide Delaware LLC	General Unsecured (\$650,000.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Johnson, Trenton	473	7/21/2020	Exide Technologies, LLC	General Unsecured (\$2,750,000.00) General Unsecured (Unliquidated)	General Unsecured (\$2,750,000.00) General Unsecured (Unliquidated)
Kunce, William	489	7/23/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)
Love, Matthew	899	8/6/2020	Exide Technologies, LLC	General Unsecured (\$957,453.98)	General Unsecured (\$957,453.98)
NM Taxation & Revenue Department	997	10/27/2020	Exide Technologies, LLC	General Unsecured (\$15.11) General Unsecured (Unliquidated) Priority (\$50.00) Priority (Unliquidated)	General Unsecured (Unliquidated)
Ohio Department of Taxation	28	5/26/2020	Exide Technologies, LLC	General Unsecured (\$59,362.35) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
P1 Group, Inc	500	7/22/2020	Exide Technologies, LLC	General Unsecured (\$193,655.54)	General Unsecured (\$193,655.54)
Rush, Sophia	478	7/20/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1028	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1030	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1034	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)

Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
South Coast Air Quality Management District	998	10/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Sylvester, Markous	603	7/27/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)
Turpin, William	577	7/24/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00)	General Unsecured (\$300,000.00)
United States Environmental Protection Agency	1029	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
U.S. Department of Energy, National Energy Technology Laboratory	1023	11/13/2020	Dixie Metals Company	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
W.W. Grainger, Inc.	307	7/15/2020	Exide Technologies, LLC	Secured (\$134,643.75) Secured (Unliquidated) 503(b)(9) (\$97,215.61) 503(b)(9) (Unliquidated) Administrative (Unliquidated) General Unsecured (\$61,331.62) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Williams, Fred	538	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)



**Exhibit 5**

**Amended Claims**

Amended Claim to be Disallowed					Surviving Claim				
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification
California Department of Toxic Substances Control	986	10/13/2020	Exide Holdings, Inc.	General Unsecured (\$7,079,068.80)	California Department of Toxic Substances Control	1041	11/16/2020	Exide Technologies, LLC	General Unsecured (\$7,225,343.36)
California Department of Toxic Substances Control	987	10/13/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	California Department of Toxic Substances Control	1044	11/16/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)
Maddox Industrial Group, Inc.	35	5/27/2020	Exide Technologies, LLC	General Unsecured (\$198,882.43)	Maddox Industrial Group, Inc.	240	7/1/2020	Exide Technologies, LLC	Secured (\$198,882.43)

**Exhibit G**

**Declaration of Scott A. Rinaldi**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20–11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>

**DECLARATION OF SCOTT A. RINALDI IN SUPPORT OF ELEVENTH (NON-SUBSTANTIVE) JOINT OMNIBUS OBJECTION OF PLAN ADMINISTRATOR AND GUC TRUSTEE TO CERTAIN (I) LATE FILED CLAIMS, (II) DUPLICATIVE CLAIMS, (III) INSUFFICIENT DOCUMENTATION CLAIMS, AND (IV) AMENDED AND SUPERSEDED CLAIMS**

I, Scott A. Rinaldi, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Managing Director at Ankura Consulting Group LLC (“**Ankura**”). Pursuant to the *Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 998] (the “**Confirmation Order**”), which confirmed the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors* [Docket No. 977] (the “**Plan**”), and the amended and restated engagement letter dated November 12, 2020 between Ankura and the Exide Holdings, Inc. Wind-Down Estate, Ankura has been retained as Plan Administrator for the Wind-Down Estates and I have been empowered to act in the capacity as the Plan Administrator for the Wind-Down Estates.

2. I submit this declaration (the “**Declaration**”) in support of the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

*(I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims* (the “**Eleventh Omnibus Objection**”),<sup>2</sup> dated as of the date hereof and filed contemporaneously herewith.<sup>3</sup>

3. All statements in this Declaration are based upon my personal knowledge, my review (or the review of others under my supervision) of (a) business books and records kept by the Debtors in the ordinary course of business, (b) business books, records and supporting documentation of the former Debtors now maintained by and in the possession of the Buyer (as defined in the Confirmation Order), (c) the relevant Proofs of Claim, and/or (d) the official register of claims filed in these chapter 11 cases.

4. The Proofs of Claim subject to the Eleventh Omnibus Objection were carefully reviewed and analyzed in good faith using due diligence by appropriate personnel of the Wind-Down Estates, Ankura, Plan Administrator’s and GUC Trustee’s employees; counsel to the Plan Administrator: Weil, Gotshal & Manges LLP, Richards, Layton & Finger, P.A. and Landis Rath & Cobb LLP; counsel to the GUC Trustee: Lowenstein Sandler LLP and Potter Anderson & Corroon LLP; and Prime Clerk, as applicable. These efforts resulted in identifying the Plan Administrator Late Filed Claims identified in **Exhibit A** to the Eleventh Omnibus Objection.

5. I understand that the Bar Date Order and, as applicable, the Confirmation Order, specifically require proofs of claim or requests for payment of an administrative expense to be actually received on or before the applicable Bar Date. The holders of the Late Filed Claims received notice of the Bar Dates and an express warning that any claimant who failed to timely

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Eleventh Omnibus Objection.

<sup>3</sup> This Declaration is limited in scope to those claims listed in Exhibit A to the Eleventh Omnibus Objection. The Kravitz Declaration attests to the claims listed in Exhibit B, Exhibit C, Exhibit D and Exhibit E to the Eleventh Omnibus Objection. The Plan Administrator takes no position on the claims listed in Exhibit B, Exhibit C, Exhibit D and Exhibit E.

file a proof of claim or request for payment of an administrative expense would not be eligible to receive a distribution on account of their asserted claim(s). I understand further that these procedures as well as the notice thereof were approved by the Bankruptcy Court pursuant to the Bar Date Order or the Confirmation Order, as applicable.

6. All of the Late Filed Claims were received after the applicable Bar Date. Specifically, the two (2) Late Filed Claims identified on **Exhibit A** to the Eleventh Omnibus Objection, needed to be filed by the Governmental Bar Date.

7. Failure to expunge and disallow the Late Filed Claims will result in claims that have been improperly asserted against the Debtors and their estates to remain on the claims register and in creditors receiving improper recoveries on account of those claims.

8. Based on the foregoing, and to the best of my knowledge, information and belief, the information contained in the Eleventh Omnibus Objection and **Exhibit A** attached thereto is true and correct, and the relief requested therein is in the best interests of the Wind-Down Estates and their creditors.

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

Executed this 15<sup>th</sup> day of June 2021.

/s/ Scott A. Rinaldi  
Scott A. Rinaldi  
Managing Director, Ankura Consulting Group LLC,  
solely in its capacity as Plan Administrator

**Exhibit H**

**Declaration of Peter S. Kravitz, Esq.**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20–11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>

**DECLARATION OF PETER S. KRAVITZ IN SUPPORT OF ELEVENTH  
(NON-SUBSTANTIVE) JOINT OMNIBUS OBJECTION OF PLAN ADMINISTRATOR  
AND GUC TRUSTEE TO CERTAIN (I) LATE FILED CLAIMS, (II) DUPLICATIVE  
CLAIMS, (III) INSUFFICIENT DOCUMENTATION CLAIMS, AND  
(IV) AMENDED AND SUPERSEDED CLAIMS**

I, Peter S. Kravitz, Esq., pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a Principal at Province, Inc. (“**Province**”). Pursuant to the *Order Confirming Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* [Docket No. 998] (the “**Confirmation Order**”), which confirmed the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors* [Docket No. 977] (the “**Plan**”), and the General Unsecured Creditors’ Trust Agreement dated October 23, 2020 (the “**GUC Trust**”), I have been retained as Trustee for the GUC Trust and I have been empowered to act in the capacity as the Trustee for the GUC Trust.

2. I submit this declaration (the “**Declaration**”) in support of the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.



(I) *Late Filed Claims*, (II) *Duplicative Claims*, (III) *Insufficient Documentation Claims*, and (IV) *Amended and Superseded Claims* (the “**Eleventh Omnibus Objection**”),<sup>2</sup> dated as of the date hereof and filed contemporaneously herewith.<sup>3</sup>

3. All statements in this Declaration are based upon my personal knowledge, my review (or the review of others under my supervision) of (a) business books and records kept by the Debtors in the ordinary course of business, (b) business books, records and supporting documentation of the former Debtors now maintained by and in the possession of the Buyer (as defined in the Confirmation Order), (c) the relevant Proofs of Claim, and/or (d) the official register of claims filed in these chapter 11 cases.

4. The Proofs of Claim subject to the Eleventh Omnibus Objection were carefully reviewed and analyzed in good faith using due diligence by appropriate personnel of the GUC Trustee and Plan Administrator; counsel to the Plan Administrator: Weil, Gotshal & Manges LLP, Richards, Layton & Finger, P.A. and Landis Rath & Cobb LLP; counsel to the GUC Trustee: Lowenstein Sandler LLP and Potter Anderson & Corroon LLP; and Prime Clerk, as applicable. These efforts resulted in identifying the GUC Late Filed Claims, Duplicative Claims, Insufficient Documentation Claims, and Amended Claims identified in **Exhibit B**, **Exhibit C**, **Exhibit D**, and **Exhibit E**, respectively, to the Eleventh Omnibus Objection.

5. I understand that the Bar Date Order and, as applicable, the Confirmation Order, specifically require proofs of claim or requests for payment of an administrative expense to be actually received on or before the applicable Bar Date. The holders of the Late Filed Claims

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Eleventh Omnibus Objection.

<sup>3</sup> This Declaration is limited in scope to those claims listed in Exhibit B, Exhibit C, Exhibit D, and Exhibit E to the Eleventh Omnibus Objection. The Rinaldi Declaration attests to the claims listed in Exhibit A to the Eleventh Omnibus Objection. I take no position on those claims listed in Exhibit A.

received notice of the Bar Dates and an express warning that any claimant who failed to timely file a proof of claim or request for payment of an administrative expense would not be eligible to receive a distribution on account of their asserted claim(s). I understand further that these procedures as well as the notice thereof were approved by the Bankruptcy Court pursuant to the Bar Date Order or the Confirmation Order, as applicable.

6. All of the Late Filed Claims were received after the applicable Bar Date. Specifically, the two (2) Late Filed Claims identified on **Exhibit B** to the Eleventh Omnibus Objection, needed to be filed by the General Bar Date. However, given the realities of the COVID-19 global pandemic and resulting delays in mail, claims that were mailed on or prior to the General Bar Date but received after the General Bar Date were not included as a Late Filed Claim for purposes of this Eleventh Omnibus Objection.

7. Based upon a careful review and analysis of the relevant Proofs of Claim and the Debtors' books and records, I believe that each Duplicative Claim identified on **Exhibit C** to the Eleventh Omnibus Objection has been asserted against a Debtor for liabilities which are already covered by a corresponding Surviving Duplicative Claim asserted against the same Debtor.

8. Based upon a careful review and analysis of the relevant Proofs of Claim and the Debtors' books and records, I believe that the Insufficient Documentation Claims identified on **Exhibit D** to the Eleventh Omnibus Objection have no basis in the Debtors' books and records and do not include or attach sufficient information or documentation to constitute *prima facie* evidence of the validity and amount of the claim, as contemplated by Rule 3001(f) of the Bankruptcy Rules. My professional advisors have reviewed these claims and, after a reasonable investigation, they have not found any information in the Debtors' books and records evidencing an outstanding obligation or liability owed to the claimants that submitted the

Insufficient Documentation Claims.

9. Based upon a careful review and analysis of the relevant Proofs of Claim and the Debtors' books and records, I believe that each Amended Claim has been amended and superseded by a corresponding Surviving Amended Claim, as detailed in **Exhibit E** to the Eleventh Omnibus Objection.

10. Failure to expunge and disallow the Late Filed Claims, Duplicative Claims, Insufficient Documentation Claims, and Amended Claims will result in claims that have been improperly asserted against the Debtors and their estates to remain on the claims register and in creditors receiving improper recoveries on account of those claims.

11. Based on the foregoing, and to the best of my knowledge, information and belief, the information contained in the Eleventh Omnibus Objection and **Exhibit B**, **Exhibit C**, **Exhibit D** and **Exhibit E** attached thereto is true and correct, and the relief requested therein is in the best interests of the Wind-Down Estates and their creditors.

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

Executed this 15<sup>th</sup> day of June 2021.

/s/ Peter S. Kravitz

Peter S. Kravitz, Esq.

In my sole capacity as GUC Trustee

## **Annex 6**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20-11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	X	

**AFFIDAVIT OF SERVICE**

I, Shunte Jones, depose and say that I am employed by Prime Clerk LLC (“*Prime Clerk*”), the claims and noticing agent for the Debtors in the above-captioned chapter 11 cases.

On June 15, 2021, at my direction and under my supervision, employees of Prime Clerk caused the following documents to be served by the method set forth on the Core/2002 Service List attached hereto as **Exhibit A**, and via first class mail on the Governmental Entities Service List attached hereto as **Exhibit B**:

- Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims [Docket No. 1554] (the “*11th Omnibus Objection*”)
- Twelfth (Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain No Liability Claims [Docket No. 1556] (the “*12th Omnibus Objection*”)

On June 15, 2021, at my direction and under my supervision, employees of Prime Clerk caused the 11th Omnibus Objection to be served via first class mail on the 11<sup>th</sup> Omnibus Service List attached hereto as **Exhibit C**; and via email on the 11<sup>th</sup> Omnibus Service Email List attached hereto as **Exhibit D**:

On June 15, 2021, at my direction and under my supervision, employees of Prime Clerk caused the 12th Omnibus Objection to be served via first class mail on the 12<sup>th</sup> Omnibus Service List attached hereto as **Exhibit E**; and via email on the 12<sup>th</sup> Omnibus Service Email List attached hereto as **Exhibit F**:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

In addition to the methods of service set forth herein, parties who have requested electronic notification of filing via the Bankruptcy Court's CM/ECF system were sent the above referenced documents via electronic service.

Dated: June 18, 2021

State of New York  
County of New York

/s/ Shunte Jones  
Shunte Jones

Subscribed and sworn (or affirmed) to me on June 18, 2021, by Shunte Jones, proved to me on the bases of satisfactory evidence to be the person who executed this affidavit.

/s/ HERBERT BAER

Notary Public, State of New York  
No BA6205563  
Qualified in Westchester County  
Commission Expires May 11, 2025

**Exhibit A**

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Collin County Tax Assessor/Collector	Abernathy, Roeder, Boyd & Hullett, P.C.	Attn: Paul M. Lopez, Larry R. Boyd, Emily M. Hahn 1700 Redbud Blvd Ste. 300 McKinney TX 75069	plopez@abernathy-law.com bankruptcy@abernathy-law.com ehahn@abernathy-law.com	Email
Counsel to Lexicon Relocation, LLC d/b/a Sterling Lexicon	Akerman LLP	Attn: Jacob A. Brown, Mary Katherine Fackler 50 North Laura Street, Suite 3100 Jacksonville FL 32202	Jacob.Brown@Akerman.com Katherine.Fackler@Akerman.com	Email
Counsel to the Trustee under the Indentures and U.S. Bank, National Association, as trustee and agent	Arent Fox LLP	Attn: Andrew I. Silfen and Jordana Renert 1301 Avenue of the Americas Floor 42 New York NY 10019	andrew.silfen@arentfox.com jordana.renert@arentfox.com	Email
Counsel to AT&T	Arnold & Porter	Attn: Brian J. Lohan 70 West Madison Street Suite 4200 Chicago IL 60602-4231	brian.lohan@arnoldporter.com	Email
Counsel to AT&T	AT&T Services Inc.	Attn: James W. Grudus One Rockefeller Plaza Room 18-19 New York NY 10020	jg5786@att.com	Email
Counsel to Interstate Battery System of America, Inc., a/k/a Interstate Batteries	Ballard Spahr LLP	Attn: Tobey M. Daluz, Chantelle D. McClamb 919 North Market Street 11th Floor Wilmington DE 19801	daluzt@ballardspahr.com mcclambc@ballardspahr.com	Email
Counsel to Yacht Battery Co., Ltd.	Barack Ferrazzano Kirschbaum & Nagelberg LLP	Attn: William J. Barrett 200 West Madison Street Suite 3900 Chicago IL 60606	william.barrett@bfkn.com	Email
Counsel to Gould Electronics Inc.	Benesch, Friedlander, Coplan & Aronoff LLP	Attn: Gregory W. Werkheiser, Esq., John C. Gentile, Esq. 222 Delaware Avenue Suite 801 Wilmington DE 19801	gwerkheiser@beneschlaw.com jgentile@beneschlaw.com	Email



## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to SDI, Inc.	Blank Rome LLP	Attn: Louis M. Rappaport One Logan Square 130 North 18th Street Philadelphia PA 19103	rappaport@blankrome.com	Email
Counsel to SDI, Inc.	Blank Rome LLP	Attn: Stanley B. Tarr 1201 N. Market Street Suite 800 Wilmington DE 19801	tarr@blankrome.com	Email
Counsel to Assembled Products, Inc.	Bradshaw, Fowler, Proctor & Fairgrave P.C.	Attn: Krystal R. Mikkilineni 801 Grand Ave Suite 3700 Des Moines IA 50309	mikkilineni.krystal@bradshawlaw.com	Email
Counsel to Concur Technologies Inc. and Callidus Software Inc.	Brown & Connery, LLP	Attn: Donald K. Ludman 6 North Broad Street Suite 100 Woodbury NJ 08096	dludman@brownconnery.com	Email
Counsel to Oracle America, Inc.	Buchalter, a Professional Corporation	Attn: Shawn M. Christianson, Esq. 55 Second Street 17th Floor San Francisco CA 94105-3493	schristianson@buchalter.com	Email
Counsel to Battery Systems, Inc.	Buchalter, APC	Attn: Joseph M. Welch 18400 Von Karman Avenue Suite 800 Irvine CA 92612-0514	jwelch@buchalter.com	Email
Counsel to Bank of Montreal and BMO Harris Equipment Finance Company	Chapman and Cutler LLP	Attn: David T.B. Audley, Mia D. D'Andrea 111 W. Monroe Street Chicago IL 60603	audley@chapman.com dandrea@chapman.com	Email
Counsel to Aspen American Insurance Company and Aspen Specialty Insurance Company	Chiesa Shahinian & Giantomasi PC	Attn: Scott A. Zuber, Armen Shahinian, David J. Mairo, Terri Jane Freedman One Boland Drive West Orange NJ 07052	szuber@csglaw.com	Email
Counsel to Battery Systems, Inc.	Chipman Brown Cicero & Cole, LLP	Attn: William E. Chipman, Jr., Mark D. Olivere Hercules Plaza 1313 North Market Street, Suite 5400 Wilmington DE 19801	chipman@chipmanbrown.com olivere@chipmanbrown.com	Email

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Radwell International, Inc.	Cohen, Seglias, Pallas, Greenhall & Furman, PC	Attn: Sally J. Daugherty 500 Delaware Avenue Suite 730 Wilmington DE 19801	sdaugherty@cohenseglias.com	Email
Counsel to Blue Torch Finance LLC and certain of its affiliates	Cole Schotz P.C.	Attn: Norman L. Pernick, Patrick J. Reilley 500 Delaware Avenue Suite 1410 Wilmington DE 19801	npernick@coleschotz.com preilley@coleschotz.com	Email
Counsel to Aspen American Insurance Company and Aspen Specialty Insurance Company	Cozen O' Connor	Attn: Thomas J. Francella, Jr. Esq. 1201 N. Market Street Suite 1001 Wilmington DE 19801	tfrancella@cozen.com	Email
Counsel to Genesis Alkali	Curtin & Heefner LLP	Attn: Robert Szwajkos, Esquire 1040 Stony Hill Road Suite 150 Yardley PA 19067	rsz@curtinheefner.com	Email
Delaware Attorney General	Delaware Attorney General	Attn: Bankruptcy Dept Carvel State Office Bldg 820 N French St 6th Fl Wilmington DE 19801	attorney.general@state.de.us	First Class Mail and Email
Delaware Division of Revenue	Delaware Division of Revenue	Attn: Zillah Frampton 820 N French St Wilmington DE 19801	FASNotify@state.de.us	First Class Mail and Email
Delaware Secretary of State	Delaware Secretary of State	Division of Corporations Franchise Tax P.O. Box 898 Dover DE 19903	dosdoc_Ftax@state.de.us	First Class Mail and Email
Delaware State Treasury	Delaware State Treasury	Attn: Bankruptcy Dept 820 Silver Lake Blvd Ste 100 Dover DE 19904	statetreasurer@state.de.us	First Class Mail and Email
Counsel to PNC Equipment Finance, LLC	Dilworth Paxson LLP	Attn: Martin J. Weis One Customs House - Suite 500 704 King Street Wilmington DE 19899-1031	mweis@dilworthlaw.com	Email
Counsel to Oracle America, Inc.	Doshi Legal Group, P.C.	Attn: Amish R. Doshi 1979 Marcus Avenue, Suite 210E Lake Success NY 11042	amish@doshilegal.com	Email

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Ames Properties, LLC	Duane Morris LLP	Attn: Jarret P. Hitchings 222 Delaware Avenue Suite 1600 Wilmington DE 19801-1659	jphitchings@duanemorris.com	Email
Environmental Protection Agency	Environmental Protection Agency	1200 Pennsylvania Avenue, N.W. Washington DC 20460		First Class Mail
Environmental Protection Agency - Region 3	Environmental Protection Agency	Attn Bankruptcy Dept 1650 Arch Street Philadelphia PA 19103-2029	cinti.thomas@epa.gov	Email
Environmental Protection Agency – Region 3	Environmental Protection Agency – Region 3	1650 Arch Street Philadelphia PA 19103-2029	cinti.thomas@epa.gov	Email
Environmental Protection Agency – Region 4	Environmental Protection Agency – Region 4	Atlanta Federal Center 61 Forsyth Street, SW Atlanta GA 30303-3104		First Class Mail
Environmental Protection Agency – Region 5	Environmental Protection Agency – Region 5	77 West Jackson Boulevard Chicago IL 60604-3507		First Class Mail
Environmental Protection Agency – Region 6	Environmental Protection Agency – Region 6	1201 Elm Street, Suite 500 Dallas TX 75270		First Class Mail
Environmental Protection Agency – Region 7	Environmental Protection Agency – Region 7	11201 Renner Blvd. Lenexa KS 66219		First Class Mail
Environmental Protection Agency – Region 9	Environmental Protection Agency – Region 9	75 Hawthorne Street San Francisco CA 94105		First Class Mail
Counsel to American Integrated Services, Inc.	Faegre Drinker Biddle & Reath LLP	Attn: Brett D. Fallon, Esq. 222 Delaware Avenue, Suite 1410 Wilmington DE 19801	brett.fallon@faegredrinker.com	Email
Counsel to DCT Airtex II, LLC	Faegre Drinker Biddle & Reath LLP	Attn: Joseph N. Argentina, Jr. 222 Delaware Ave Suite 1410 Wilmington DE 19801-1621	joseph.argentina@faegredrinker.com	Email
Counsel to DCT Airtex II, LLC	Faegre Drinker Biddle & Reath LLP	Attn: Marita S. Erbeck 600 Campus Drive 2nd Floor Florham Park NJ 07932	marita.erbeck@faegredrinker.com	Email
Counsel to Bret E. Aker, John F. Aker, James R. Wade, Kevin J. Lynch, and Aker Wade Power Technologies, LLC	Flora Pettit	Attn: Nancy R. Schlichting 530 East Main Street P.O. Box 2057 Charlottesville VA 22902	nrs@fplegal.com	Email

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Delaware Trust Company as Successor Indenture Trustee	Foley & Lardner LLP	Attn: Leah Eisenberg, Richard Bernard 90 Park Avenue New York NY 10016-1314	leisenberg@foley.com rbernard@foley.com	Email
Counsel to YWY Commerce II LLC	Fortis LLP	Attn: Paul Shankman 650 Town Center Drive Suite 1530 Costa Mesa CA 92626	PShankman@fortislaw.com	Email
Counsel to Ames Properties, LLC	Fredrikson & Byron, P.A.	Attn: James C. Brand 200 South Sixth Street Suite 4000 Minneapolis MN 55402	jbrand@fredlaw.com	Email
Counsel to CNH Industrial America LLC	Frost Brown Todd LLC	Attn: Benjamin M. Katz The Pinnacle at Symphony Place 150 3rd Avenue South, Suite 1900 Nashville TN 37201	bkatz@fbtlaw.com	Email
Counsel to Shoppa's Material Handling, Shoppas Mid America, LLC	Gellert Scali Busenkell & Brown, LLC	Attn: Michael Busenkell, Esq. 1201 N. Orange St. Suite 300 Wilmington DE 19801	mbusenkell@gsbblaw.com	Email
Counsel to Blue Torch Finance LLC and certain of its affiliates	Gibson, Dunn & Crutcher LLP	Attn: Matthew G. Bouslog 3161 Michelson Drive Irvine CA 92612-4412	mbouslog@gibsondunn.com	Email
Counsel to the DIP Agents, Blue Torch Finance LLC and certain of its affiliates	Gibson, Dunn & Crutcher LLP	Attn: Robert A. Klyman, Michael G. Farag 333 South Grand Avenue Los Angeles CA 90071	rklyman@gibsondunn.com mfarag@gibsondunn.com	Email
Counsel to Seibel Modern Mfg. & Welding Corp.	Hodgson Russ LLP	Attn: Garry M. Graber 140 Pearl Street Suite 100 Buffalo NY 14202	ggraber@hodgsonruss.com	Email
Counsel to Quality Industrial Services, Inc	Hulsey, Oliver, & Mahar, LLP	Attn: T. Burns Marlow P.O. Box 1457 Gainesville GA 30503	tbm@homlaw.com	Email
Counsel to State of Indiana	Indiana Attorney General Office	Attn: Heather M. Crockett 302 W. Washington St, IGCS 5th Floor Indianapolis IN 46204	heather.crockett@atg.in.gov	Email

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Core/2002 Service List  
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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Internal Revenue Service	Internal Revenue Service	Centralized Insolvency Operation 2970 Market Street Mail Stop 5 Q30 133 Philadelphia PA 19104-5016		First Class Mail
Internal Revenue Service	Internal Revenue Service	Centralized Insolvency Operation P.O. Box 7346 Philadelphia PA 19101-7346		First Class Mail
Counsel to Kansas Department of Health and Environment	Kansas Department of Health and Environment	Attn: Kate Gleeson, Special Assistant Attorney General 1000 SW Jackson St Suite 560 Topeka KS 66612-1371	kate.gleeson@ks.gov	Email
Counsel to Exide Creditors' Liquidating Trust	Kelley Drye & Warren LLP	Attn: Dane P. Kane One Jefferson Road 2nd Floor Parsippany NJ 07054	KDWBankruptcyDepartment@kelleydrye.com dkane@kelleydrye.com	Email
Counsel to Exide Creditors' Liquidating Trust	Kelley Drye & Warren LLP	Attn: Konstantinos Katsionis 101 Park Avenue New York NY 10178	KDWBankruptcyDepartment@kelleydrye.com dkatsionis@kelleydrye.com	Email
Counsel to CNH Industrial America LLC	Landis Rath & Cobb LLP	Attn: Kimberly A. Brown, Matthew R. Pierce 919 Market Street Suite 1800 Wilmington DE 19801	brown@lrclaw.com pierce@lrclaw.com	Email
Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union	Law Office of Susan E. Kaufman, LLC	Attn: Susan E. Kaufman 919 N. Market Street Suite 460 Wilmington DE 19801	skaufman@skaufmanlaw.com	Email
Counsel to Bexar County	Linebarger Goggan Blair & Sampson, LLP	Attn: Don Stecker 112 E. Pecan Street Suite 2200 San Antonio TX 78205	sanantonio.bankruptcy@publicans.com	Email
Counsel to Dallas County, City of Frisco	Linebarger Goggan Blair & Sampson, LLP	Attn: Elizabeth Weller 2777 N. Stemmons Freeway Suite 1000 Dallas TX 75207	dallas.bankruptcy@publicans.com	Email
Counsel to the United States of America	Linebarger Goggan Blair & Sampson, LLP	Attn: John P. Dillman PO Box 3064 Houston TX 77253-3064	houston_bankruptcy@publicans.com	Email

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Louisiana Department of Environmental Quality	Louisiana Department of Environmental Quality	Attn: Oscar Magee, Dwana C. King Legal Affairs Division P.O. Box 4302 Baton Rouge LA 70821-4302	dwana.king@la.gov Oscar.Magee@la.gov	Email
Counsel to Official Committee of Unsecured Creditors	Lowenstein Sandler LLP	Attn: Kenneth A. Rosen, Robert M. Hirsh, Eric S. Chafetz 1251 Avenue of the Americas New York NY 10020	krosen@lowenstein.com rhirsh@lowenstein.com echafetz@lowenstein.com	Email
Counsel to Westchester Fire Insurance Company and its affiliated sureties	Manier & Herod, P.C.	Attn: Michael E. Collins, Sam H. Poteet, Jr., Robert W. Miller 1201 Demonbreun Street Suite 900 Nashville TN 37213	mcollins@manierherod.com spoteet@manierherod.com rmiller@manierherod.com	Email
Counsel to M.J. Reider Associates, Inc.	Masano Bradley	Attn: Karen H. Cook 1100 Berkshire Blvd Suite 201 Wyomissing PA 19610	Kcook@Masanobradley.com	Email
Counsel to Vanfab, Inc.	Mcdonald Hopkins LLC	Attn: Nicholas M. Miller 300 North LaSalle Street Suite 1400 Chicago IL 60654	nmiller@mcdonaldhopkins.com	Email
Counsel to Westchester Fire Insurance Company and its affiliated sureties	McElroy, Deutsch, Mulvaney & Carpenter, LLP	Attn: Gary D. Bressler 300 Delaware Avenue Suite 770 Wilmington DE 19801	gbressler@mdmc-law.com	Email
Counsel to Westchester Fire Insurance Company and its affiliated sureties	McElroy, Deutsch, Mulvaney & Carpenter, LLP	Attn: Michael R. Morano 1300 Mount Kemble Avenue P.O. Box 2075 Morristown NJ 07962-2075	mmorano@mdmc-law.com	Email
Counsel to Mississippi Department of Environmental Quality, an agency of the State of Mississippi	Mississippi Department of Environmental Quality	Attn: Theodore Lampton, Senior Attorney P.O. Box 2261 Jackson MS 39225-2261	tlampton@mdeq.ms.gov	Email
Counsel to Missouri Department of Revenue	Missouri Department of Revenue, Bankruptcy Unit	Attn: Steven A. Ginther 301 W. High Street, Room 670 PO Box 475 Jefferson City MO 65105-0475	deecf@dor.mo.gov	Email

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Core/2002 Service List  
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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to the Los Angeles County Treasurer and Tax Collector and the Los Angeles County Assessor	Montgomery McCracken Walker & Rhoads LLP	Attn: Marc J. Phillips 1105 N. Market Street, Suite 1500 Wilmington DE 19801	mphilips@mmwr.com	Email
Counsel to U.S. Bank, National Association, as trustee and agent	Morris James LLP	Attn: Eric J. Monzo, Brya M. Keilson 500 Delaware Avenue Suite 1500 Wilmington DE 19801	emonzo@morrisjames.com bkeilson@morrisjames.com	Email
Counsel to United Parcel Service, Inc. and its Affiliates	Morrison & Foerster LLP	Attn: Raff Ferraioli 250 West 55th Street New York NY 10019-9601	RFerraioli@mofo.com	Email
Counsel to Louisiana Department of Environmental Quality	Murray & Murray, LLC	Attn: Dwayne M. Murray 4970 Bluebonnet Blvd Suite B Baton Rouge LA 70809	dmm@murraylaw.net	Email
Counsel to South Carolina Department of Health and Environmental Control	Office of General Counsel	Attn: Sara V. Martinez, Jacquelyn S. Dickman, D. Clay Robinson 2600 Bull Street Colombia SC 29201	martinsv@dhec.sc.gov dickmajs@dhec.sc.gov robinsdc@dhec.sc.gov	Email
Counsel to Georgia Department of Natural Resources, Environmental Protection Division	Office of the Attorney General of Georgia	Attn: Whitney Groff, Assistant Attorney General 40 Capitol Square, S.W. Atlanta GA 30334-1300	wgroff@law.ga.gov	Email
Counsel to the State of Indiana on the relation of the Indiana Department of Environmental Management	Office of the Attorney General of Indiana	Attn: James F. Chiu, Deputy Attorney General 302 W. Washington St. Indiana Government Center South, 5th Floor Indianapolis IN 46204-2770	James.Chiu@atg.in.gov	Email
Counsel to Missouri Department of Natural Resources	Office of the Attorney General of Missouri	Attn: Mary Long, Assistant Attorney General P.O. Box 861 St. Louis MO 63188	Mary.Long@ago.mo.gov	Email
Counsel to Texas Commission on Environmental Quality and the Unclaimed Property Division of the Texas Comptroller of Public Accounts	Office of the Attorney General of Texas, Bankruptcy & Collections Division	Attn: Jason B. Binford, Abigail Ryan, Assistant Attorneys General P. O. Box 12548-MC 008 Austin TX 78711-2548	jason.binford@oag.texas.gov abigail.ryan@oag.texas.gov	Email

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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
United States Trustee, District of Delaware	Office of the United States Trustee	Attn: Linda J. Casey, Esq 844 King Street, Suite 2207 Lockbox 35 Wilmington DE 19801	Linda.Casey@usdoj.gov	First Class Mail and Email
Counsel to Office of Unemployment Compensation Tax Services (UCTS), Department of Labor and Industry, Commonwealth of Pennsylvania	Office of Unemployment Compensation Tax Services (UCTS), Department of Labor and Industry, Commonwealth of Pennsylvania	Attn: Deb Secrest Collections Support Unit 651 Boas Street, Room 925 Harrisburg PA 17121	ra-li-ucts-bankrupt@state.pa.us	Email
Counsel to Oklahoma County Treasurer	Oklahoma County Treasurer	Attn: Gretchen Crawford, Assistant District Attorney 320 Robert S. Kerr Room 505 Oklahoma City OK 73102	grecra@oklahomacounty.org	Email
Interested Party	Ontario Ministry of Environment, Conservation and Parks	Attn: Kim Groombridge Niagara District Office 301 St. Paul Street St. Catharines ON L2R 3M8 Canada	Kim.Groombridge@ontario.ca David.Milakovic@ontario.ca Harry.Dahme@gowlingwlg.com alex.sadvari@gowlingwlg.com Ananthan.Sinnadurai@ontario.ca Shahana.Kar@ontario.ca	First Class Mail and Email
Counsel to the Prepetition ABL Agents	Otterbourg P.C.	Attn: Daniel F. Fiorillo, David W. Morse, Pauline McTernan and Jonathan N. Helfat 230 Park Avenue New York NY 10169	jhelfat@otterbourg.com dmorse@otterbourg.com dfiorillo@otterbourg.com	Email
Counsel to the Commonwealth of Pennsylvania, Department of Environmental Protection	PA Department of Environmental Protection	Attn: Vera N. Kanova, Joseph S. Cigan III., Assistant Counsel Central Office of Chief Counsel 400 Market Street Harrisburg PA 17101-2063	verkanova@pa.gov jcigan@pa.gov	Email
Counsel to Shoppa's Material Handling, Shoppas Mid America, LLC	Padfield & Stout, L.L.P.	Attn: Christopher V. Arisco, Esq. 420 Throckmorton Street Suite 1210 Fort Worth TX 76102	carisco@padfieldstout.com	Email
Counsel to the Ad Hoc Group of Noteholders	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn: Alice Belisle Eaton, Robert A. Britton, Eugene Y. Park, David Giller, Douglas R. Keeton, Jacqueline Rubin 1285 Avenue of the Americas New York NY 10019	aeaton@paulweiss.com rbritton@paulweiss.com epark@paulweiss.com	Email



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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to the Ad Hoc Group of Noteholders	Paul, Weiss, Rifkind, Wharton & Garrison LLP	Attn: Claudia R. Tobler 2001 K Street NW Washington DC 20006-1047		First Class Mail
Counsel to Pension Benefit Guaranty Corporation	Pension Benefit Guaranty Corporation	Attn: Vicente Matias Murrell, Kelly R. Cusick Office of the General Counsel 1200 K Street, N.W. Washington DC 20005-4026	murrell.vicente@pbgc.gov efile@pbgc.gov Cusick.Kelly@pbgc.gov	Email
Counsel to Harris County Municipal Utility District # 36, Spring Branch Independent School District and City of Houston	Perdue, Brandon, Fielder, Collins & Mott, LLP	Attn: Owen M. Sonik 1235 North Loop West Suite 600 Houston TX 77008	osonik@pbfc.com	Email
Counsel to The Doe Run Company	Polsinelli PC	Attn: Shanti M. Katona 222 Delaware Ave Suite 1101 Wilmington DE 19801	skatona@polsinelli.com	Email
Counsel to Official Committee of Unsecured Creditors	Potter Anderson & Corroon LLP	Attn: Christopher M. Samis, L. Katherine Good, Aaron H. Stulman 1313 N. Market Street 6th Floor Wilmington DE 19801	csamis@potteranderson.com kgood@potteranderson.com astulman@potteranderson.com	Email
Proposed Counsel to Debtors	Richards, Layton & Finger, P.A.	Attn: Daniel J. DeFranceschi, Zachary I. Shapiro One Rodney Square 920 N. King Street Wilmington DE 19801	defranceschi@rlf.com	Email
Counsel to the Los Angeles County Treasurer and Tax Collector and the Los Angeles County Assessor	Rimon, P.C.	Attn: Jacquelyn H. Choi 2029 Century Park East, Suite 400N Los Angeles CA 90067	jacquelyn.choi@rimonlaw.com	Email
Counsel to Victor M. Koelsch	Robl Law Group, LLC	Attn: Michael D. Robl 3754 Lavista Road Suite 250 Tucker GA 30084	michael@roblgroup.com	Email
Counsel to Duff & Phelps, LLC	Schulte Roth & Zabel LLP	Attn: Michael L. Cook 919 Third Avenue New York NY 10022	michael.cook@srz.com	Email

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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Securitas Electronic Security, Inc.	Securitas Electronic Security, Inc.	Attn: Robin Lucas SES Corporate Headquarters 3800 Tabs Drive Uniontown OH 44685	Robin.lucas@Securitases.com	Email
Securities and Exchange Commission - Headquarters	Securities & Exchange Commission	Attn: Secretary Of The Treasury 100 F Street NE Washington DC 20549	secbankruptcy@sec.gov	First Class Mail and Email
Securities and Exchange Commission - Regional Office	Securities & Exchange Commission - NY Office	Attn: Andrew Calamari, Regional Director 200 Vesey Street, Suite 400 New York NY 10281	bankruptcynoticeschr@sec.gov NYROBankruptcy@SEC.GOV	First Class Mail and Email
Securities and Exchange Commission - Regional Office	Securities & Exchange Commission - Philadelphia Office	Attn: Bankruptcy Department One Penn Center 1617 JFK Boulevard, Suite 520 Philadelphia PA 19103	secbankruptcy@sec.gov	First Class Mail and Email
Counsel to Oak Press Solutions, Inc.	Sullivan Hazeltine Allinson LLC	Attn: William D. Sullivan 919 North Market Street Suite 420 Wilmington DE 19801	bsullivan@sha-llc.com	Email
Counsel to Gopher Resources	Taft Stettinius & Hollister LLP	Attn: Karl J. Johnson 2200 IDS Center 80 South 8th Street Minneapolis MN 55402-2157	KJJohnson@Taftlaw.com	Email
Counsel to Lexicon Relocation, LLC d/b/a Sterling Lexicon	The Bifferato Firm, P.A.	Attn: Ian Connor Bifferato 1007 N. Orange Street, 4th Floor Wilmington DE 19801	Cbifferato@Tbf.legal	Email
Counsel to Interstate Battery System of America, Inc., a/k/a Interstate Batteries	Thompson & Knight LLP	Attn: Demetra L. Liggins, Cameron K. Rivers 811 Main Street Suite 2500 Houston TX 77002	demetra.liggins@tklaw.com cameron.rivers@tklaw.com	Email
Counsel to TN Dept of Env't and Conservation	TN Attorney General's Office, Bankruptcy Division	Attn: Laura L. McCloud, Senior Assistant Attorney General PO Box 20207 Nashville TN 37202-0207	AGBankDelaware@ag.tn.gov	Email
Counsel to Civil Division of the United States Department of Justice	U.S. Department of Justice	Attn: Andrew Warner P.O. Box 875 Washington DC 20044-0875	andrew.warner@usdoj.gov	Email

## Exhibit A

Core/2002 Service List  
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DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to United States of America	U.S. Department of Justice Civil Division	Attn: J. Zachary Balasko, Ruth A. Harvey, Andrew D. Warner, Margaret M. Newell 1100 L Street, NW Room 7530 Washington DC 20005	john.z.balasko@usdoj.gov	Email
Counsel to United States of America	U.S. Department of Justice Civil Division	Attn: J. Zachary Balasko, Ruth A. Harvey, Andrew D. Warner, Margaret M. Newell P.O. Box 875 Ben Franklin Station Washington DC 20044-0875	john.z.balasko@usdoj.gov	Email
Counsel to Union Pacific Railroad Company	Union Pacific Railroad Company	Attn: Tonya W. Conley, Lila L. Howe 1400 Douglas Street Stop 1580 Omaha NE 68179	bankruptcynotices@up.com	Email
Counsel to the United States of America	United States Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section	Attn: Alan S. Tenenbaum, National Bankruptcy Coordinator, and Matthew Indrisano, Trial Attortney 150 M Street, N.E., Suite 2900 Washington DC 20002	alan.tenenbaum@usdoj.gov matthew.indrisano@usdoj.gov	Email
Counsel to the United States of America	United States Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section	Attn: Alan S. Tenenbaum, National Bankruptcy Coordinator, and Matthew Indrisano, Trial Attortney P.O. Box 7611 Ben Franklin Station Washington DC 20044	alan.tenenbaum@usdoj.gov matthew.indrisano@usdoj.gov	Email
Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union	United Steelworkers	Attn: David R. Jury and Anthony Resnick 60 Boulevard of the Allies Room 807 Pittsburgh PA 15222	djury@usw.org aresnick@usw.org	Email
US Attorney for the District Of Delaware	US Attorney For Delaware	Attn: David C. Weiss c/o Ellen Slights 1007 Orange St Ste 700 P.O. Box 2046 Wilmington DE 19899-2046	usade.ecfbankruptcy@usdoj.gov	First Class Mail and Email

## Exhibit A

Core/2002 Service List  
Served as set forth below

DESCRIPTION	NAME	ADDRESS	EMAIL	METHOD OF SERVICE
Counsel to Flow-Rite Controls, Ltd.	Warner Norcross + Judd LLP	Attn: Gordon J. Toering 1500 Warner Building 150 Ottawa Avenue, N.W. Grand Rapids MI 49503	gtoering@wnj.com	Email
Proposed Counsel to Debtors	Weil, Gotshal & Manges LLP	Attn: Ray C. Schrock, P.C., Jacqueline Marcus, Sunny Singh, Alyssa E. Kutner 767 Fifth Avenue New York NY 10153	sunny.singh@weil.com ray.schrock@weil.com jacqueline.marcus@weil.com	Email
Counsel to Wells Fargo Vendor Financial Services, LLC fka GE Capital Information Technology Solutions	Wells Fargo Vendor Financial Services, LLC fka GE Capital Information Technology Solutions	c/o A Ricoh USA Program f/d/b/a IKON Financial Services Bankruptcy Administration P.O. Box 13708 Macon GA 31208-3708		First Class Mail
Counsel to Bank of America, N.A.	White and Williams LLP	Attn: Marc S. Casarino Courthouse Square 600 N. King Street, Suite 800 Wilmington DE 19801	casarinom@whiteandwilliams.com	Email
Counsel to Bret E. Aker, John F. Aker, James R. Wade, Kevin J. Lynch, and Aker Wade Power Technologies, LLC	Whiteford, Taylor, & Preston, LLP	Attn: Christopher A. Jones 3190 Fairview Park Drive Suite 800 Falls Church VA 22042	cajones@wtplaw.com	Email
Counsel to Bret E. Aker, John F. Aker, James R. Wade, Kevin J. Lynch, Aker Wade Power Technologies, LLC and United Parcel Service, Inc.	Whiteford, Taylor, & Preston, LLP	Attn: Stephen B. Gerald The Renaissance Centre 405 North King Street, Suite 500 Wilmington DE 19801	sgerald@wtplaw.com	Email
Counsel to Creditor	Wilcox & Fetzer LTD	1330 King St. Wilmington DE 19801		First Class Mail
Counsel to the Ad Hoc Group of Noteholders	Young Conaway Stargatt & Taylor LLP	Attn: Pauline K. Morgan, Sean T. Greecher, Andrew L. Magaziner, Ian J. Bambrick Rodney Square 1000 North King Street Wilmington DE 19801	bankfilings@ycst.com pmorgan@ycst.com sgreecher@ycst.com amagaziner@ycst.com ibambrick@ycst.com	Email

**Exhibit B**

## Exhibit B

Governmental Entities Service List  
Served via first class mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE
Department of Treasury	Attn: General Counsel	1500 Pennsylvania Avenue, NW		Washington	DC	20220
United States Attorney for the District of Delaware	Attn: David C. Weiss	U.S. Attorney's Office	1313 N Market Street	Wilmington	DE	19801
United States Attorney General in Washington DC	Attn: Karl A. Racine	400 6th Street, NW		Washington	DC	20001
United States Customs and Border Protection	ATTN: MARK A. MORGAN	1300 PENNSYLVANIA AVE. NW		WASHINGTON	DC	20229
United States Department of Energy	Attn: General Counsel	1000 Independence Ave. SW		Washington	DC	20585
United States Department of Energy, National Energy Technology Laboratory	Attn: General Counsel	1011 Highway 6 S.	Suite 309	Houston	TX	77077

**Exhibit C**

## Exhibit C

11th Omnibus Service List  
Served via first class mail

MMID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
11621574	AKER WADE MIDDELWEG 53	2241 AN WASSENAAR				THE HAGUE			NETHERLANDS
11428688	Axtell, James Edward	James Edward Axtell	513 Blake Street			Ellsworth	KS	67439	
11428688	Axtell, James Edward	Jan L. Fisher	Attorney	McCullough Wareheim & LaBunker	P.O. Box 1453	Topeka	KS	66601	
11428747	Axtell, Lee A.	1129 Oak Circle				Salina	KS	67401	
11428747	Axtell, Lee A.	Jan L. Fisher, Attorney	McCullough Wareheim & LaBunker	P.O. Box 1453		Topeka	KS	66601	
11142936	BORGWARNER SYSTEMS LUGO	DEUTSCHE BANK	IT 64 D 03104 13100 000000 77003	DEUTITMMXXX (SWIFT CODE)					
11142936	BORGWARNER SYSTEMS LUGO	VIA MENSA 3/2				LUGO		48022	ITALY
10803760	BST Systems, Inc.	78 Plainfield Pike Road				Plainfield	CT	06374	
10803760	BST Systems, Inc.	Robinson & Cole LLP	Patrick M. Birney, Partner	280 Trumbull Street		Hartford	CT	06103	
12247526	California Department of Toxic Substance Control	Anthony Austin	1300 I Street, Suite 125	PO Box 944255		Sacramento	CA	94244	
12247526	California Department of Toxic Substance Control	Department of Toxic Substances Control	Grant Allen Cope	Deputy Director	1001 I Street	Sacramento	CA	95814	
12247526	California Department of Toxic Substance Control	DTSC Accounting Office	1001 I Street, 21st Fl.	PO Box 806		Sacramento	CA	95812	
12247504	California Department of Toxic Substances Control	Anthony A. Austin, Deputy Attorney General	1300 I Street, Suite 125, PO Box 944255			Sacramento	CA	94244-2550	
12134842	California Department of Toxic Substances Control	Anthony Austin	13001 I Street, Suite 125	PO Box 944255		Sacramento	CA	94244	
12247520	California Department of Toxic Substances Control	Anthony Austin	1300 I Street, Suite 125	PO Box 944255		Sacramento	CA	94244	
12247504	California Department of Toxic Substances Control	DTSC Accounting Office	1001 I Street, 21st Fl., PO Box 806			Sacramento	CA	95812	
12247504	California Department of Toxic Substances Control	Grant Allen Cope	Deputy Director	1001 I Street		Sacramento	CA	95814	
10556443	CAPSTONE SOLUTIONS, INC. - CORES	8195 166TH AVE NE, SUITE 100				REDMOND	WA	98052	
11246799	Chibuzo, Inc dba General Pallets & Crates, Inc	611 South 4th Street				Fort Smith	AR	72901	
12343471	City of Frisco, Texas	Abernathy, Roeder, Boyd & Joplin, P.C.	Richard M. Abernathy	1700 Redbud Blvd., Suite 300		McKinney	TX	75069	
12343471	City of Frisco, Texas	Ashby & Geddes, P.A.	Ricardo Palacio	500 Delaware Avenue, 8th Floor	P.O. Box 1150	Wilmington	DE	19801	
12620612	Cyclone, Inc.	PO Box 25392				Kansas City	MO	64119	
11143131	Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	Delaware Trust Company	Michelle Dreyer	251 Little Falls Drive		Wilmington	DE	19808	



## Exhibit C

11th Omnibus Service List  
Served via first class mail

MMMLID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
11143131	Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	Foley & Lardner LLP	Lead Eisenberg	90 Park Ave.		New York	NY	10016	
11143155	Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	Leah Eisenberg	Foley & Lardner LLP	90 Park Ave.		New York	NY	10016	
11143155	Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	Michelle Dreyer	Delaware Trust Company	251 Little Falls Drive		Wilmington	DE	19808	
12698397	Department of the Treasury/Internal Revenue Service	1000 Liberty Avenue, 711B				Pittsburgh	PA	15222-3714	
11429069	Drew, Paul	c/o McKee Law, LLC	Attn: Aaron C. McKee	222 South Cherry Street		Olathe	KS	66220	
11251960	Federal Insurance Company	c/o CHUBB	436 Walnut Street - WA04K			Philadelphia	PA	19106	
10563151	FURGISON, ANTONIA	140 N COLUMBIA AVE				SALINA	KS	67401	
10564150	GARCIA, JESUS	6506 W 78TH TERR				OVERLAND PARK	KS	66204	
12245024	Georgia Environmental Protection Division of the Department of Natural Resources	Attn: Amy Mussler	2 Martin Luther King Jr. Drive S.E.	Suite 1054, East Tower		Atlanta	GA	30334	
12246990	Georgia Environmental Protection Division of the Department of Natural Resources	Amy Mussler	2 Martin Luther King Jr. Drive, S.E.	Suite 1054 E		Atlanta	GA	30334	
11429193	Gethsemane Cemetery	Orlando Law Offices, PC	Eugene Orlando Jr., Esquire	2901 St Lawrence Ave - Suite 202		Reading	PA	19606	
11429193	Gethsemane Cemetery	Tim Kolasa, Executive Director	3139 Kutztown Road			Reading	PA	19605	
11246531	Guardado, Kimberly	R. Carl Mueller, Jr.	Edelman & Thompson, LLC	3100 Broadway, Ste 1400		Kansas City	MO	64111	
11164369	Heiser, Judy	1836 Roberts Ave				Salina	KS	67401	
11246488	Hill, Charnnon	Edelman & Thompson	Steffanie Stracke	3100 Broadway, Ste. 1400		Kansas City	MO	64111	
12245016	Indiana Department of Environmental Management	Attn: April Lashbrook, Attorney	Office of Legal Counsel	100 N. Senate Ave. , IGC-North Rm. 1307		Indianapolis	IN	46204	
12656637	Industrial Splicing and Sling, L.L.C.	Scott Postelwait Vice President	1842 North 109th East Ave.			Tulsa	OK	74116	
11144086	Johnson, Trenton	Edelman & Thompson LLC	3100 Broadway, Suite 1400			Kansas City	MO	64111	
11163485	Kunce, William	129 N. Elevator, Box 72				Assaria	KS	67416	
11621531	LOVE, MATTHEW	4151 SADDLEBROOK DR				COLLEGEVILLE	PA	19426	
10197832	Maddox Industrial Group, Inc.	Williams Barrett & Wilkowski, LLP	PO Box 405			Greenwood	IN	46142	
12699029	New York State Department of Taxation and Finance	Bankruptcy Section	P.O. Box 5300			Albany	NY	12205-0300	

## Exhibit C

11th Omnibus Service List  
Served via first class mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12699029	New York State Department of Taxation and Finance	W A Harriman Campus				Albany	NY	12227	
12197361	NM Taxation & Revenue Department	PO Box 8575				Albuquerque	NM	87198-8575	
10198627	Ohio Department of Taxation	Attorney General of the State of Ohio	150 E. Gay Street, 21st Floor			Columbus	OH	43215	
10198627	Ohio Department of Taxation	P.O. Box 530				Columbus	OH	43216	
11165884	P1 Group, Inc	13605 W 96th Terrace				Lenexa	KS	66215	
10544890	RUSH, SOPHIA	70 GUNNER DRIVE				FORT MITCHELL	AL	36856	
12246956	South Carolina Department of Health and Environmental Control	Office of General Counsel	Attn: Sara V. Martinez	2600 Bull Street		Columbia	SC	29201	
12246976	South Carolina Department of Health and Environmental Control	Attn: Sara V. Martinez, Esquire	Office of General Counsel	2600 Bull Street		Columbia	SC	29201	
12200599	South Coast Air Quality Management District	Attn: Bayron T. Gilchrist, General Counsel	21865 Copley Drive			Diamond Bar	CA	91765	
12200599	South Coast Air Quality Management District	KTBS Law LLP	Attn: Thomas E. Patterson Robert J. Pfister	Sasha M. Gurvitz	1801 Century Park East, 26th Floor	Los Angeles	CA	90067	
11248240	Sylvester, Markous	416 Baker Street				Salina	KS	67401	
11246921	Turpin, William	10726 SW Lake View Drive				Rushville	MO	64484	
11246921	Turpin, William	Keith W. Ferguson	Attorney	Ferguson and Schieber	1009-D West St. Maartens Drive	St. Joseph	MO	64506	
12244970	U.S. Department of Energy, National Energy Technology Laboratory	3610 Collins Ferry Road				Morgantown	WV	26507	
12244970	U.S. Department of Energy, National Energy Technology Laboratory	J. Zachary Balasko	U.S. Department of Justice	Civil Division	1100 L St. NW	Washington	DC	20005	
12246211	United States Environmental Protection Agency	United States Department of Justice / Matthew C Indrisano	Environment and Natural Resource Division	Environmental Enforcement Section	PO Box 7611	Washington	DC	20002	
11142933	W.W. Grainger, Inc.	401 South Wright Road W4W.R47				Janesville	WI	53546	
11184082	Williams, Fred	R. Carl Mueller, Jr.	Edelman & Thompson, LLC	3100 Broadway, Ste 1400		Kansas City	MO	64111	

**Exhibit D**

## Exhibit D

11th Omnibus Email Service List  
Served via email

MMLID	NAME	EMAIL
11621574	AKER WADE MIDDELWEG 53	michiel.hendriksz@akerwade.com
11428688	Axtell, James Edward	helenruthlee@gmail.com
11428688	Axtell, James Edward	janfisher35@gmail.com
11428747	Axtell, Lee A.	kanrider@scbglobal.net
11428747	Axtell, Lee A.	Janfisher35@gmail.com
11142936	BORGWARNER SYSTEMS LUGO	adurante@borgwarner.com; frocchi@borgwarner.com
10803760	BST Systems, Inc.	kavery@bstsys.com
10803760	BST Systems, Inc.	pbirney@rc.com
12247506	California Department of Toxic Substance Control	anthony.austin@doj.ca.gov
12247506	California Department of Toxic Substance Control	billing@dtsc.ca.gov; grant.cope@dtsc.ca.gov
12247526	California Department of Toxic Substance Control	anthony.austin@doj.ca.gov
12247526	California Department of Toxic Substance Control	grant.cope@dtsc.ca.gov
12247526	California Department of Toxic Substance Control	billing@dtsc.ca.gov
12134844	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12134844	California Department of Toxic Substances Control	billing@dtsc.ca.gov; grant.cope@dtsc.gov
12134842	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12134842	California Department of Toxic Substances Control	billing@dtsc.ca.gov; grant.cope@dtsc.ca.gov
12247400	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov

## Exhibit D

11th Omnibus Email Service List  
Served via email

MMLID	NAME	EMAIL
12247400	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12247400	California Department of Toxic Substances Control	billing@dtsc.ca.gov
12247449	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12247449	California Department of Toxic Substances Control	grant.cope@dtsc.ca.gov
12247449	California Department of Toxic Substances Control	billing@dtsc.ca.gov
12247528	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12247528	California Department of Toxic Substances Control	billing@dtsc.ca.gov; grant.cope@dtsc.ca.gov
12247502	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12247502	California Department of Toxic Substances Control	grant.cope@dtsc.ca.gov
12247502	California Department of Toxic Substances Control	billing@dtsc.ca.gov
12247520	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov
12247520	California Department of Toxic Substances Control	grant.cope@dtsc.ca.gov
12247520	California Department of Toxic Substances Control	billing@dtsc.ca.gov
12247504	California Department of Toxic Substances Control	anthony.austin@doj.ca.gov

## Exhibit D

11th Omnibus Email Service List  
Served via email

MMLID	NAME	EMAIL
12247504	California Department of Toxic Substances Control	grant.cope@dtsc.ca.gov
12247504	California Department of Toxic Substances Control	billing@dtsc.ca.gov
10556443	CAPSTONE SOLUTIONS, INC. - CORES	bwalzer@capstoneemail.com
11246799	Chibuzo, Inc dba General Pallets & Crates, Inc	sarah@generalpallets.com; werner@generalpallets.com
12343471	City of Frisco, Texas	rpalacio@ashbygeddes.com
12343471	City of Frisco, Texas	rabernathy@abernathy-law.com
12620612	Cyclone, Inc.	cyclonepr1@gmail.com
11143131	Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	leisenberg@foley.com
11143131	Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	michelle.dreyer@cscgfm.com; trust@delawaretrust.com
11143155	Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	leisenberg@foley.com
11143155	Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	michelle.dreyer@cscgfm.com; trust@delawaretrust.com
11429069	Drew, Paul	aaronmckee@ksmoemploymentlaw.com; cojack45us@gmail.com
11251960	Federal Insurance Company	adrienne.logan@chubb.com
12246992	Georgia Environmental Protection Division Department of Natural Resources	amy.mussler@dnr.ga.gov
12244987	Georgia Environmental Protection Division of the Department of Natural Resources	amy.mussler@dnr.ga.gov
12245024	Georgia Environmental Protection Division of the Department of Natural Resources	amy.mussler@dnr.ga.gov
12246990	Georgia Environmental Protection Division of the Department of Natural Resources	amy.mussler@dnr.ga.gov

## Exhibit D

11th Omnibus Email Service List  
Served via email

MMLID	NAME	EMAIL
11429193	Gethsemane Cemetery	EOrlando@orlandolawoffices.com
11429193	Gethsemane Cemetery	Tim@gethsem.com
11246531	Guardado, Kimberly	cmueller@etkclaw.com
11164369	Heiser, Judy	judya.heiser@gmail.com
11246488	Hill, Charnnon	sstracke@etkclaw.com
12245016	Indiana Department of Environmental Management	alashbro@idem.in.gov
12656637	Industrial Splicing and Sling, L.L.C.	spostelwait@industrialsplicing.com
11144086	Johnson, Trenton	jthompson@etkclaw.com
11163485	Kunce, William	willkunce@gmail.com
11621531	LOVE, MATTHEW	malove8636@gmail.com
10197832	Maddox Industrial Group, Inc.	jwhite@wbwlawyers.com
12197361	NM Taxation & Revenue Department	lisa.ela@state.nm.us
10198627	Ohio Department of Taxation	bankruptcydivision@tax.state.oh.us
11165884	P1 Group, Inc	Sonja.Raye@P1group.com
10544890	RUSH, SOPHIA	sophiapatrick668@yahoo.com
12246968	South Carolina Department of Health and Environmental Control	martinsv@dhec.sc.gov
12246956	South Carolina Department of Health and Environmental Control	martinsv@dhec.sc.gov
12246976	South Carolina Department of Health and Environmental Control	martinsv@dhec.sc.gov
12200599	South Coast Air Quality Management District	rpffister@ktbslaw.com
11248240	Sylvester, Markous	markoussylvester@yahoo.com
11246921	Turpin, William	dawn.bill@hotmail.com
11246921	Turpin, William	fands_law@sbcglobal.net
12244970	U.S. Department of Energy, National Energy Technology Laboratory	john.z.balasko@usdoj.gov

Exhibit D

11th Omnibus Email Service List  
Served via email

MMLID	NAME	EMAIL
12244970	U.S. Department of Energy, National Energy Technology Laboratory	jacquelyn.wilson@netl.doe.gov
12246211	United States Environmental Protection Agency	matthew.indrisano@usdoj.gov
11142933	W.W. Grainger, Inc.	marcia.heck@grainger.com
11184082	Williams, Fred	cmueller@etkclaw.com



**Exhibit E**

## Exhibit E

12th Omnibus Service List

Served via first class mail

MMLID	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	POSTAL CODE
10679575	Tennessee Department of Revenue	Deborah McAlister	500 Deaderick St	Nashville	TN	37242
10565714	Mississippi Department of Revenue	Bankruptcy Section	PO Box 22808	Jackson	MS	39225-2808
10679575	Tennessee Department of Revenue	c/o Attorney General	PO Box 20207	Nashville	TN	37202-0207
12112843	Louisiana Department of Revenue	P.O. Box 66658		Baton Rouge	LA	70896-6658
12218749	U.S. Customs and Border Protection	Attn: Revenue Division, Bankruptcy Team	6650 Telecom Dr., Suite 100	Indianapolis	IN	46278
12685804	Mississippi Department of Revenue	Bankruptcy Section	P.O. Box 22808	Jackson	MS	39225-2808

**Exhibit F**

Exhibit F

12th Omnibus Email Service List

Served via email

MMLID	NAME	EMAIL
12112843	Louisiana Department of Revenue	santhea.king@la.gov
10565714	Mississippi Department of Revenue	bankruptcy@dor.ms.gov
12685804	Mississippi Department of Revenue	bankruptcy@dor.ms.gov
10679575	Tennessee Department of Revenue	deborah.mcalister@tn.gov
12218749	U.S. Customs and Border Protection	BANKRUPTCYTEAM@cbp.dhs.gov

## **Annex 7**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

	X	
	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>EXIDE HOLDINGS, INC., et al.,</b>	:	<b>Case No. 20–11157 (CSS)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
	:	<b>Re: Docket Nos. 1554 &amp; 1696</b>

**ORDER GRANTING ELEVENTH (NON-SUBSTANTIVE) JOINT OMNIBUS  
OBJECTION OF PLAN ADMINISTRATOR AND GUC TRUSTEE TO CERTAIN (I)  
LATE FILED CLAIMS, (II) DUPLICATIVE CLAIMS, (III) INSUFFICIENT  
DOCUMENTATION CLAIMS, AND (IV) AMENDED AND SUPERSEDED CLAIMS**

Upon the *Eleventh (Non-Substantive) Joint Omnibus Objection of Plan Administrator and GUC Trustee to Certain (I) Late Filed Claims, (II) Duplicative Claims, (III) Insufficient Documentation Claims, and (IV) Amended and Superseded Claims* filed June 15, 2021 (the “**Objection**”),<sup>2</sup> by the Plan Administrator and GUC Trustee (each as defined in the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors* [Docket No. 977] (the “**Plan**”) for the wind-down estates of Exide Holdings, Inc. and its debtor affiliates (collectively, the “**Wind-Down Estates**”) and the GUC Trust, respectively, pursuant to section 502 under title 11 of the United States Code (the “**Bankruptcy Code**”), rule 3007 of the Federal Rules of Bankruptcy Procedures (the “**Bankruptcy Rules**”), and rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) for an order (i) disallowing and expunging the Late Filed Claims,

---

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors’ mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms not otherwise herein defined shall have the meanings ascribed to such terms in the Objection.

(ii) disallowing and expunging the Duplicative Claims , (iii) disallowing and expunging the Insufficient Documentation Claims, (iv) disallowing and expunging the Amended Claims, and (v) granting related relief, all as more fully set forth in the Objection; and the Bankruptcy Court having jurisdiction to consider the Objection and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this court (the “**Bankruptcy Court**”) pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Objection having been provided; 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 Bankruptcy Court having considered the Rinaldi Declaration and the Kravitz Declaration; and the Bankruptcy Court having held a hearing, if necessary, to consider the relief requested in the Objection (the “**Hearing**”); and upon the record of the Hearing, if any, and upon all of the proceedings had before the Bankruptcy Court; and the Bankruptcy Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and is in the best interests of the Debtors, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Objection is sustained and the relief requested is granted to the extent set forth herein.
2. Pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3007, each proof of claim listed on **Exhibit 1** and **Exhibit 2** annexed hereto is disallowed and expunged in its entirety and each such Late Filed Claim shall be removed from the Debtors’ claims register; each proof of claim listed on **Exhibit 3** annexed hereto is disallowed and expunged in its entirety

and each such Duplicative Claim shall be removed from the Debtors' claims register; each proof of claim listed on **Exhibit 4** annexed hereto is disallowed and expunged in its entirety and each such Insufficient Documentation Claim shall be removed from the Debtors' claims register; and each proof of claim listed on **Exhibit 5** annexed hereto is disallowed and expunged in its entirety and each such Amended Claim shall be removed from the Debtors' claims register.

3. The disallowance and expungement of the Amended Claims and Duplicative Claims does not constitute an admission or finding concerning any of the claims listed on **Exhibit 3** or **Exhibit 5** annexed hereto, under the heading Surviving Claim (the "**Surviving Claims**"), and the Surviving Claims are neither allowed nor disallowed by this Order.

4. The rights of the Plan Administrator and the GUC Trustee to object to the Surviving Claims, in whole or in part, and on any basis are specifically preserved.

5. This Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of, and all rights to object to or defend on any basis are expressly reserved with respect to any Late Filed Claims, Duplicative Claims, Insufficient Documentation Claims, or Amended Claims referenced or identified in the Objection that is not listed on **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, **Exhibit 4** or **Exhibit 5** annexed hereto.

6. Should one or more of the grounds of objection stated in the Objection be dismissed, the rights of the Plan Administrator and GUC Trustee to object on any other grounds that the Plan Administrator or GUC Trustee discovers subsequent to the filing of the Objection are preserved.

7. Each Late Filed Claim, Duplicative Claim, Insufficient Documentation Claims and Amended Claims and the objections by the Plan Administrator and GUC Trustee, as applicable, to such Claims, as set forth on **Exhibit 1**, **Exhibit 2**, **Exhibit 3**, **Exhibit 4** or **Exhibit 5**




annexed hereto, constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014 and Local Rule 3007-1. This Order shall be deemed a separate Order with respect to each such Disputed Claim. Any stay of this Order pending appeal by any claimants whose claims are subject to this Order shall only apply to the contested matter which involves such claimant and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters listed in the Objection or this Order.

8. The Plan Administrator, the GUC Trustee, the Debtors' claims and noticing agent, Prime Clerk LLC, and the Clerk of this Bankruptcy Court are authorized to take all actions necessary or appropriate to give effect to this Order.

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

10. The terms and conditions of this Order are effective immediately upon entry.

Dated: July 14 2021  
Wilmington, Delaware

  
\_\_\_\_\_  
The Honorable Christopher S. Sontchi  
United States Bankruptcy Judge

**Exhibit 1**

**Plan Administrator Late Filed Claims**

Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classifications and Amounts
New York State Department of Taxation and Finance	1096	6/3/2021	Exide Technologies, LLC	Administrative (\$12,527.24)

**Exhibit 2**

**GUC Late Filed Claims**

Late Filed Claim to be Disallowed				
Name	Claim #	Date Filed	Debtor	Asserted Classification and Amount
Cyclone, Inc.	1091	3/10/2021	Exide Technologies, LLC	General Unsecured (\$425.00)
Industrial Splicing and Sling, L.L.C.	1094	4/6/2021	Exide Technologies, LLC	General Unsecured (\$6,480.00)

**Exhibit 3**

**Duplicative Claims**

Duplicate Claim to be Disallowed					Surviving Claim				
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification
Chibuzo, Inc dba General Pallets & Crates, Inc	662	7/28/2020	Exide Technologies, LLC	General Unsecured (\$27,587.62)	Chibuzo, Inc, dba; General Pallets and	63	5/26/2020	Exide Holdings, Inc.	General Unsecured (\$27,587.62)

**Exhibit 4**

**Insufficient Documentation Claims**



Claim has no basis in Debtors' Books and Records					
Name	Claim #	Date Filed	Debtor	Asserted Amounts and Classification	Disallowed Asserted Amount and Classification
Aker Wade Middelweg 53	900	8/6/2020	Exide Technologies, LLC	General Unsecured (\$33,217.75) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Axtell, James Edward	739	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
Axtell, Lee A.	715	7/30/2020	Exide Technologies, LLC	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)	General Unsecured (\$10,000.00) General Unsecured (Unliquidated)
BorgWarner Systems Lugo	422	7/16/2020	Exide Technologies, LLC	General Unsecured (\$751,558.65) General Unsecured (\$34,500.00)	General Unsecured (\$751,558.65) General Unsecured (Unliquidated)
BST Systems, Inc.	840	7/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Capstone Solutions, Inc. - Cores	718	7/30/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Delaware Trust Co. as Indenture Trustee for the 11% First Lien Senior Secured Notes due 2020	451	7/17/2020	Exide Holdings, Inc.	General Unsecured (\$9,497,853.49) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Delaware Trust Company as Indenture Trustee for the 11% First Lien Senior Secured Notes Due 2022	447	7/17/2020	Exide Holdings, Inc.	General Unsecured (\$1,095,258.77) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Drew, Paul	825	7/31/2020	Exide Holdings, Inc.	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)	General Unsecured (\$75,000.00) General Unsecured (Unliquidated)
Federal Insurance Company	607	7/28/2020	Exide Technologies, LLC	General Unsecured (\$44,034.00) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Ferguson, Antonia	328	7/17/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Garcia, Jesus	610	7/27/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Gethsemane Cemetery	851	7/31/2020	Exide Technologies, LLC	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)	General Unsecured (\$1,000,000.00) General Unsecured (Unliquidated)
Guardado, Kimberly	548	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00) General Unsecured (\$125,000.00)	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)
Heiser, Judy	496	7/23/2020	Exide Technologies, LLC	General Unsecured (Unliquidated) General Unsecured (\$50,000.00)	General Unsecured (Unliquidated) General Unsecured (\$50,000.00)
Hill, Charnnon	628	7/27/2020	Exide Technologies, LLC	General Unsecured (Unliquidated) General Unsecured (\$300,000.00)	General Unsecured (Unliquidated) General Unsecured (\$300,000.00)
Kunce, William	489	7/23/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Love, Matthew	899	8/6/2020	Exide Technologies, LLC	General Unsecured (\$957,453.98) General Unsecured (\$15.11)	General Unsecured (\$957,453.98) General Unsecured (Unliquidated)
NM Taxation & Revenue Department	997	10/27/2020	Exide Technologies, LLC	General Unsecured (Unliquidated) Priority (\$50.00) Priority (Unliquidated)	General Unsecured (Unliquidated)
P1 Group, Inc.	500	7/22/2020	Exide Technologies, LLC	General Unsecured (\$193,655.54)	General Unsecured (\$193,655.54)
Rush, Sophia	478	7/20/2020	Exide Holdings, Inc.	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1028	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1030	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
South Carolina Department of Health and Environmental Control	1034	11/16/2020	Exide Technologies, LLC	General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Sylvester, Markous	603	7/27/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)	General Unsecured (\$300,000.00) General Unsecured (Unliquidated)
Turpin, William	577	7/24/2020	Exide Technologies, LLC	General Unsecured (\$300,000.00)	General Unsecured (\$300,000.00)
W.W. Grainger, Inc.	307	7/15/2020	Exide Technologies, LLC	Secured (\$134,643.75) Secured (Unliquidated) 503(b)(9) (\$97,215.61) 503(b)(9) (Unliquidated) Administrative (Unliquidated) General Unsecured (\$61,331.62) General Unsecured (Unliquidated)	General Unsecured (Unliquidated)
Williams, Fred	538	7/24/2020	Exide Technologies, LLC	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)	General Unsecured (\$100,000.00) General Unsecured (Unliquidated)

**Exhibit 5**

**Amended Claims**

Amended Claim to be Disallowed					Surviving Claim				
Name	Claim #	Date Filed	Debtor	Disallowed Asserted Amount and Classification	Name	Claim #	Date Filed	Debtor	Surviving Asserted Amount and Classification
Maddox Industrial Group, Inc.	35	5/27/2020	Exide Technologies, LLC	General Unsecured (\$198,882.43)	Maddox Industrial Group, Inc.	240	7/1/2020	Exide Technologies, LLC	Secured (\$198,882.43)