

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11

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EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)

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Debtor.¹ : Hrg. Date: July 11, 2013 at 10:00 a.m. (Eastern)

: Obj. Due: July 3, 2013 at 4:00 p.m. (Eastern)

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**DEBTOR’S MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(a) AND 365
AND FED. R. BANKR. P. 6003 AND 6006 AUTHORIZING
REJECTION OF CERTAIN CUSTOMER SUPPLY CONTRACTS
NUNC PRO TUNC TO THE PETITION DATE**

Exide Technologies (“Exide” or the “Debtor”) hereby moves (the “Motion”) this Court for entry of an order, under sections 105 and 365 of Title 11 of the United States Code (the “Bankruptcy Code”), and Rules 6003 and 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtor to reject any and all of the executory contracts or arrangements (each, a “Contract” and collectively, the “Contracts”) with any counterparty listed on Exhibit A² attached hereto, effective *nunc pro tunc* to the Petition Date (as defined below). In support of the Motion, the Debtor, by and through its proposed undersigned counsel, respectfully represents:

¹ The last four digits of the Debtor’s taxpayer identification number are 2730. The Debtor’s corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Inclusion of a Contract on Exhibit A attached hereto does not constitute an admission by the Debtor that any such Contract is an executory contract under Bankruptcy Code Section 365. In addition, it is the Debtor’s intention to reject any and all existing executory contracts with the counterparties listed on Exhibit A, whether or not such contract is specifically listed.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 365 and Bankruptcy Rules 6003 and 6004.

3. Pursuant to Rule 9013-1(f) of the Local Rules for the United States Bankruptcy Court for the District of Delaware, the Debtor consents to the entry of a final judgment or order with respect to the Motion if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

BACKGROUND

A. The Chapter 11 Case

4. On June 10, 2013 (the "Petition Date"), the Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case").

5. The Debtor continues to operate its business and manage its property as debtor and debtor in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. On June 18, 2013, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "Creditors' Committee") in the Chapter 11 Case pursuant to Bankruptcy Code section 1102. No trustee or examiner has been appointed in the Chapter 11 Case.

B. The Debtor's Business

7. The Debtor, Exide, which together with its direct and indirect subsidiaries (collectively, the "Company"), has operations in more than 80 countries, is a global leader in

stored electrical energy solutions and one of the world's largest producers and recyclers of lead-acid batteries.

8. The Company's four global business groups—Transportation Americas, Transportation Europe and Rest of World (“ROW”), Industrial Energy Americas, and Industrial Energy Europe and ROW—provide a comprehensive range of stored electrical energy products and services for industrial and transportation applications. Additional factual background information about the Debtor, including its business operations, its corporate and capital structures, its restructuring efforts, and the events leading to the filing of this chapter 11 case, is set forth in detail in the Declaration of Philip A. Damaska in Support of Chapter 11 Petitions and First Day Pleadings (Docket No. 3) (the “First Day Declaration”).³

C. The Customer Supply Arrangements

9. As part of its comprehensive restructuring strategy, the Debtor has begun to conduct a detailed review of business groups and each group's various contractual arrangements with a particular focus on the long-term viability of these arrangements. At the outset of this process, the Debtor, with the assistance of its turnaround professionals, has identified a group of highly burdensome arrangements that simply do not fit into the Debtor's long-term business plan and cannot be restructured to do so. In particular, the Debtor has identified three arrangements associated with its Transportation Americas business that fit the foregoing criteria. These arrangements are with original equipment manufacturers (“OEMs”)⁴ pursuant to which the Debtor generally supplies the OEMs with batteries (collectively, the

³ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

⁴ The Debtor has Customer Supply Arrangements with three OEMs—Chrysler Group LLC, Nissan North America, Inc., and Toyota Motor Engineering & Manufacturing North America, Inc.

“Customer Supply Arrangements”).⁵ The Debtor is incurring substantial losses under the Customer Supply Arrangements and sees no prospect of repositioning the Customer Supply Arrangements to make them profitable within an acceptable timeframe. As a result, the Customer Supply Arrangements are burdensome to the estate and it is essential that the Debtor stem these ongoing losses. Thus the Debtor believes that its request for the relief sought herein is a sound exercise of its business judgment, well within the broad latitude accorded to debtors in possession on the assumption or rejection of executory contracts.⁶

RELIEF REQUESTED

10. By the Motion, the Debtor seeks entry of an order, pursuant to Bankruptcy Code Section 365 and Bankruptcy Rules 6003 and 6006, authorizing the Debtor to reject all of its current Customer Supply Arrangements with each of the counterparties set forth on Exhibit A attached hereto (collectively, the “Customers”).

BASIS FOR RELIEF

A. Rejection Of The Customer Supply Arrangements Should Be Authorized Under Bankruptcy Code Section 365(a)

11. Bankruptcy Code section 365(a) provides that a debtor in possession⁷ “subject to the court’s approval, may assume or reject any executory contract or unexpired lease

⁵ The Customer Supply Arrangements take many different forms, including purchase orders, general terms and conditions, and various other documents

⁶ While the Debtor is willing to consider continuing to supply each affected OEM for a reasonable transition period on appropriate terms, it cannot continue to do so at a loss given its fiduciary duties to its creditor constituents at large. The Debtor has engaged and will continue to engage in negotiations with the OEMs on mutually acceptable terms of transition. To the extent that the Debtor can reach agreement with an OEM on a transition arrangement with an OEM, it may seek to hold in abeyance portions of the relief sought in this Motion as to such OEM.

⁷ Although Bankruptcy Code Section 365(a) refers to a “trustee” only, a debtor in possession in a chapter 11 case has the rights and powers, and performs the functions, of a trustee, including rejecting an executory contract. 11 U.S.C. § 1107(a).

of the debtor.” 11 U.S.C. § 365(a); see also Univ. Med. Ctr. v. Sullivan (In re Univ. Med. Ctr.), 973 F.2d 1065, 1075 (3d Cir. 1992) (“This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”); Steward Title Guar. Co. v. Old Republic Nat’l Ins. Co., 83 F.3d 735, 741 (5th Cir. 1996) (citing Phoenix Exploration, Inc. v. Yaquinto (In re Muerexco Petroleum, Inc.), 15 F.3d 60, 62 (5th Cir. 1994)).

12. The standard for court approval of rejection of executory contracts is whether it is a reasonable exercise of a debtor’s business judgment and whether such rejection is beneficial to the estate. See Krebs Chrysler-Plymouth, Inc. v. Valley Motors, Inc., 141 F.3d 490, 492 (3d Cir. 1998); In re Taylor, 913 F.2d 102, 107 (3d Cir. 1990); In re Hardie, 100 B.R. 284 (Bankr. E.D.N.C. 1989). See also NLRB v. Bildisco & Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); In re Armstrong World Indus., Inc., 348 B.R. 136, 162 (Bankr. D. Del. 2006) (“Courts have uniformly deferred to the business judgment of the debtor to determine whether the rejection of an executory contract or unexpired lease by the debtor is appropriate under section 365(a) of the Bankruptcy Code.”); In re Fleming Cos., 308 B.R. 689, 691 (Bankr. D. Del. 2004) (“The decision to reject an executory contract is a matter within the sound business judgment of the debtor.”). It is well within the Debtor’s sound business judgment to reject unprofitable contracts. See In re Bethlehem Steel Corp., 291 BR 260, 264 (Bankr. S.D.N.Y. 2003) (“[t]he purpose of section 365(a) is to allow the debtor to benefit from those contracts that are profitable and reject those which are unprofitable, thereby maximizing the value of the debtor’s estate”).

13. Under the business judgment standard, a court must approve a debtor’s business decision unless the decision is the product of bad faith, whim or caprice. See In re

Trans World Airlines, Inc., 261 B.R. 103, 121 (Bankr. D. Del. 2001); see also Summit Land Co. v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstance, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"); In re Constant Care Community Health Center, Inc., 99 B.R. 697 (Bankr. D. Md. 1989); Wheeling-Pittsburgh Steel Corp. v. W. Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.), 72 B.R. 845, 849 (Bankr. W.D. Pa. 1987) (holding that "the court should not interfere with or second-guess the debtor's sound business judgment" to reject the contract).

14. As noted above, the Debtor cannot continue to supply the OEMs under the Customer Supply Arrangements without generating significant corresponding operating losses. Accordingly, the Debtor has determined, after reviewing its operations and in the exercise of its sound business judgment, that the Customer Supply Arrangements are burdensome to its estate and that it is in the best interests of the Debtor, its estate and its creditors to reject the Customer Supply Arrangements as of the Petition Date.

15. Additionally, the Debtor respectfully submits that it is appropriate for this Court to order that the Petition Date be the effective date of rejection for the Customer Supply Arrangements. Though Bankruptcy Code section 365 does not address whether this Court may order rejection to be effective retroactively, many bankruptcy courts have held that they are empowered to authorize retroactive rejection of a contract or lease under Bankruptcy Code section 365(a). See, e.g., Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.), 67 F.3d 1021, 1028-29 (1st Cir. 1995) (holding that when principles of equity dictate, a bankruptcy court may approve rejection of a nonresidential lease pursuant to Bankruptcy Code Section 365(a) retroactive to the motion filing date); In re Chi-Chi's, Inc., 305

B.R. 396, 399 (Bankr. D. Del. 2004) (same); In re Filene's Basement, LLC, Case No. 11-13511(KJC) (Bankr. D. Del. Nov. 22, 2011) (authorizing rejection of certain executory contracts and unexpired leases effective as of the petition date). In addition, a bankruptcy court may exercise its equitable powers by granting a retroactive order with respect to the rejection of a lease or contract when it promotes the purposes of Bankruptcy Code Section 365(a). See Chi-Chi's, Inc., 305 B.R. at 399.

16. The balance of equities favors the retroactive rejection, here, to the Petition Date. Under Bankruptcy Code section 365(g), the rejection of an executory contract constitutes a breach of such contract immediately before the date of the filing of the petition. In addition, the Debtor has continued to supply the Customers with product postpetition pending negotiation of exit agreements and does not believe that any claims have arisen since the Petition Date. Nevertheless, out of an abundance of caution, the Debtor submits that *nunc pro tunc* relief is appropriate in order to preclude any argument from a contract counterparty that administrative obligations have accrued under the Customer Supply Arrangements on or after the Petition Date.

NOTICE

17. Notice of the Motion will be given to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the agent under the debtor in possession financing; (iii) counsel to the agent for the Debtor's prepetition secured lenders; (iv) the indenture trustee for each of the Debtor's secured and unsecured outstanding bond issuances; (v) counsel to the unofficial committee of senior secured noteholders; (vi) proposed counsel to the Creditors' Committee; (vii) each of the Customers; and (viii) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that no other or further notice need be provided.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: June 20, 2013

PACHULSKI STANG ZIEHL & JONES LLP

/s/Laura Davis Jones

Laura Davis Jones (Bar No. 2436)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, DE 19899-8705 (Courier 19801)

Telephone: (302) 652-4100

Facsimile: (302) 652-4400

Special Counsel to the Debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| In re: | : | Chapter 11 |
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| EXIDE TECHNOLOGIES, | : | Case No. 13-11482 (KJC) |
| | : | |
| Debtor. ¹ | : | Hrg. Date: July 11, 2013 at 10:00 a.m. (Eastern) |
| | : | Obj. Due: July 3, 2013 at 4:00 p.m. (Eastern) |
| ----- | x | |

**NOTICE OF DEBTOR’S MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(A) AND 365 AND
FED. R. BANKR. P. 6003 AND 6006 AUTHORIZING REJECTION OF CERTAIN
CUSTOMER SUPPLY CONTRACTS *NUNC PRO TUNC* TO THE PETITION DATE**

PLEASE TAKE NOTICE that the debtor and debtor in possession in the above-captioned bankruptcy case (the “Debtor”) filed today the attached Debtor’s Motion For Order Under 11 U.S.C. §§ 105(a) And 365 And Fed. R. Bankr. P. 6003 And 6006 Authorizing Rejection of Certain Customer Supply Contracts *Nunc Pro Tunc* To The Petition Date (the “Motion”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **July 11, 2013 at 10:00 a.m. (Eastern)** before the Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 5th Floor, Courtroom 5, 824 North Market Street, Wilmington, Delaware 19801 (“Hearing”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion or the relief requested therein must be made in writing, filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), 824 Market Street, Wilmington, Delaware

¹ The last four digits of Debtor’s taxpayer identification number are 2730. The Debtor’s corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

19801, and served so as to be received by the following parties no later than **July 3, 2013 at 4:00 p.m. (Eastern)**: (i) the Debtor, Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska; (ii) proposed counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. and J. Eric Ivester, Esq. and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr.; (iii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (iv) counsel to the agent for the Debtor's prepetition secured lenders, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (vi) the indenture trustee for the Debtor's unsecured bond issuances, U.S. Bank National Association, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WS1D, St. Paul, Minnesota 55107, Attn: Cindy Woodward; (vii) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207,

Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark S. Kenney, Esq.; and (ix) proposed counsel to the official committee of unsecured creditors, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq. Only objections made in writing and timely filed and received will be considered by the Bankruptcy Court at the Hearing.

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PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, THE RELIEF REQUESTED IN THE MOTION MAY BE GRANTED WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 20, 2013

PACHULSKI STANG ZIEHL & JONES LLP

/s/Laura Davis Jones

Laura Davis Jones (Bar No. 2436)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, DE 19899-8705 (Courier 19801)

Telephone: (302) 652-4100

Facsimile: (302) 652-4400

Special Counsel to the Debtor

EXHIBIT A

Contract Rejection Schedule

Rejection Schedule

| Counterparty | Counterparty Address | Contract Description |
|--|--|--|
| Nissan North America, Inc. | One Nissan Way Franklin, TN 37067 | Master Purchase Agreement, dated Apr. 26, 2010 |
| | | Supply Agreement for: L42A, L42C, X61B, P42 J/K – Group 35 Batteries, dated Oct. 1, 2010 |
| | | P.O. PR00221031 |
| | | P.O. 10000000505250700006 |
| | | P.O. 10000000462327100013 |
| | | P.O. 10000000505250800008 |
| | | P.O. 10000000462430900012 |
| | | P.O. 10000000526285500002 |
| | | P.O. 10000000546672200001 |
| | | P.O. 10000000546672300001 |
| | | P.O. 10000000546672500001 |
| | | P.O. 10000000546672100001 |
| | | P.O. 10000000546672000001 |
| | | Any and all existing executory contracts |
| | | Toyota Motor Engineering & Manufacturing North America, Inc. |
| Warranty Agreement, dated March 4, 2009 | | |
| P.O. WM025370 | | |
| P.O. WM025371 | | |
| P.O. WM025372 | | |
| P.O. WM025431 | | |
| P.O. WM025450 | | |
| P.O. WM00046672 | | |
| P.O. WM00049405 | | |
| P.O. WM052981 | | |
| P.O. WM052983 | | |
| P.O. WM066756 | | |
| P.O. WM095232 | | |
| P.O. WM57588 | | |
| P.O. WM57589 | | |
| Any and all existing executory contracts | | |
| Chrysler Group LLC | 1000 Chrysler Dr. Auburn Hills, MI 48326-2766 | Master Purchase Agreement, dated Feb. 15, 2013 |
| | | Chrysler Source Package: 13351; Unique Part: 68070547AA, dated Oct. 19, 2009 |
| | | Chrysler Terms and Conditions |
| | | P.O. O2112019 |
| | | P.O. O2112001 |
| | | P.O. O2112020 |
| | | P.O. O3112012 |
| | | P.O. 10124087 |
| | | P.O. 10202105 |
| | | P.O. 10237093 |
| P.O. 10293053 | | |

| Counterparty | Counterparty Address | Contract Description |
|--------------|----------------------|--|
| | | Any and all existing executory contracts |

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
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EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
:

Debtor.¹ : Related Docket No. _____
:

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**ORDER UNDER 11 U.S.C. §§ 105(a) AND 365 AND FED. R. BANKR. P. 6003 AND 6006
AUTHORIZING REJECTION OF CERTAIN CUSTOMER SUPPLY CONTRACTS
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the motion (the “Motion”)² of the Debtor for an order authorizing the Debtor to reject the Contracts identified on Schedule 1 attached hereto *nunc pro tunc* to the Petition Date; and it appearing that the relief requested is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and the Court finding that *nunc pro tunc* rejection of the Contracts effective as of the Petition Date is appropriate under the circumstances; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given, with no objections or requests for hearing having been filed, or all objections having been overruled, as the case may be; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefor, it is hereby

¹ The last four digits of the Debtor’s taxpayer identification number are 2730. The Debtor’s corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is GRANTED as set forth herein
2. The Contracts identified on Schedule 1 attached hereto are hereby rejected *nunc pro tunc* to the Petition Date.
3. The Debtor does not waive any claims it may have against the counterparties to the Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Contract.
4. Each counterparty to the Contracts shall be required to file a rejection damages claim, if any, relating to the rejection of the Contract by the later of (a) the claims bar date established in the Debtor's Chapter 11 Case or (b) 30 days after the entry of this Order.
5. Notice of the Motion as provided therein shall be deemed good and sufficient notice thereof.
6. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
8. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
_____, 2013

The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Contract Rejection Schedule

Rejection Schedule

| Counterparty | Counterparty Address | Contract Description |
|--|--|--|
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| | | P.O. 10000000505250800008 |
| | | P.O. 10000000462430900012 |
| | | P.O. 10000000526285500002 |
| | | P.O. 10000000546672200001 |
| | | P.O. 10000000546672300001 |
| | | P.O. 10000000546672500001 |
| | | P.O. 10000000546672100001 |
| | | P.O. 10000000546672000001 |
| | | Any and all existing executory contracts |
| | | Toyota Motor Engineering & Manufacturing North America, Inc. |
| Warranty Agreement, dated March 4, 2009 | | |
| P.O. WM025370 | | |
| P.O. WM025371 | | |
| P.O. WM025372 | | |
| P.O. WM025431 | | |
| P.O. WM025450 | | |
| P.O. WM00046672 | | |
| P.O. WM00049405 | | |
| P.O. WM052981 | | |
| P.O. WM052983 | | |
| P.O. WM066756 | | |
| P.O. WM095232 | | |
| P.O. WM57588 | | |
| P.O. WM57589 | | |
| Any and all existing executory contracts | | |
| Chrysler Group LLC | 1000 Chrysler Dr. Auburn Hills, MI 48326-2766 | Master Purchase Agreement, dated Feb. 15, 2013 |
| | | Chrysler Source Package: 13351; Unique Part: 68070547AA, dated Oct. 19, 2009 |
| | | Chrysler Terms and Conditions |
| | | P.O. O2112019 |
| | | P.O. O2112001 |
| | | P.O. O2112020 |
| | | P.O. O3112012 |
| | | P.O. 10124087 |
| | | P.O. 10202105 |
| | | P.O. 10237093 |
| P.O. 10293053 | | |

| Counterparty | Counterparty Address | Contract Description |
|--------------|----------------------|--|
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