

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. 3012**

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**ORDER UNDER BANKRUPTCY CODE SECTIONS 105 AND 363 AND
BANKRUPTCY RULE 9019 AUTHORIZING AND APPROVING THE
DEBTOR’S ENTRY INTO SETTLEMENT AGREEMENT WITH THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND CONSENTING
CREDITORS OF THE UNOFFICIAL NOTEHOLDERS’ COMMITTEE**

1. Upon consideration of the motion (the “Motion”)² of the above-captioned debtor and debtor in possession (“Exide” or the “Debtor”) for entry of an order (this “Order”) under Bankruptcy Code sections 105 and 363(b) and Bankruptcy Rule 9019 authorizing and approving the Debtor’s entry into a settlement (the “Settlement”) with the UNC Consenting Creditors and the official committee of unsecured creditors (the “UCC” and, together with Exide and the UNC Consenting Creditors, the “Parties”) on the terms and conditions set forth in the term sheet (the “Settlement Term Sheet”) annexed to the Order as Exhibit 1; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b) and a related proceeding pursuant to 28 U.S.C. §

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 not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, Settlement Term Sheet or Plan.

157(a); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and it appearing that the Settlement has been negotiated, proposed and has been or will be entered into by the Parties without collusion, in good faith and at arm's length; and the relief requested being a reasonable exercise of the Debtor's sound business judgment consistent with its fiduciary duties and in the best interests of the Debtor and its estate and creditors; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED.
2. The Debtor is hereby authorized to enter into the Settlement as described in the Settlement Term Sheet, a copy of which is attached hereto as Exhibit 1, which is hereby approved in all respects.
3. The Debtor is hereby authorized to take any and all actions necessary to implement the terms of the Settlement and this Order without further order of the Court, including, among other things, amending the Plan and Disclosure Statement, creating the trusts contemplated by the Settlement, carrying out the terms of the Settlement, and incorporating the Settlement into the Plan.
4. The Lien Challenge Litigation is stayed and will be dismissed without further action of the Court upon the Effective Date of the Plan; provided, however, that if one or more of the following (each, a "Termination Event") occur(s), then the UCC shall be permitted to continue to pursue the UCC Amended Lien Challenge Complaint: (a) the PSA is terminated in accordance with its terms, (b) the Bankruptcy Court does not enter an order approving the

Settlement by February 9, 2015 or such other date as agreed to by the Parties, (c) the Bankruptcy Court denies confirmation of the Plan, or (d) the Effective Date does not occur by March 31, 2015.

5. If a Termination Event occurs, the Settlement terminates automatically and is null and void, and all rights with respect to confirmation of any succeeding plan, sale process, or otherwise shall be preserved, and no finding or other evidentiary submissions with respect to the plan shall be binding on the Parties. Nothing contained in the Settlement Term Sheet, the Settlement, the Plan, the disclosure statement related to the Plan or any document related thereto shall be used by any person or entity including, but not limited to, the Parties, as evidence in connection with any matter or proceeding with respect to valuation or other issues in the Company's chapter 11 case or otherwise.

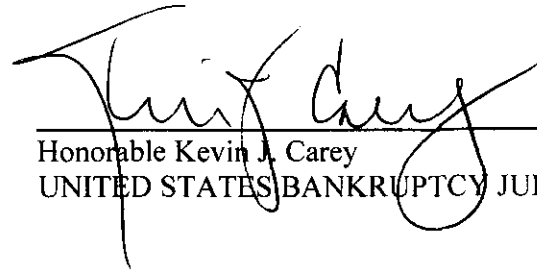
6. Nothing herein shall prejudice the right of any non-Party to the Settlement Agreement to object to confirmation of the Plan on any grounds, and all such rights are preserved.

7. Nothing herein shall permit the investigation or pursuit of any claims for equitable subordination of claims arising under Exide's debtor in possession financing or any other claims against the agent or lenders under such financing in their capacities as such.

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

9. Notwithstanding Bankruptcy Rule 6004(h) and any other Bankruptcy Rule to the contrary, this Order shall take effect immediately upon entry.

Dated: Wilmington, Delaware
Feb 4, 2015



Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(Settlement Term Sheet)

Execution Copy

Term Sheet for Settlement among Company, the UNC and the Committee

<p>GUC Trust and Settlement Overview</p>	<p>Pursuant to a 9019 settlement, in full settlement of all case matters (including, but not limited to, the Committee Amended Lien Challenge Complaint, any BCA/PSA, and Confirmation / Valuation / Adequate Protection issues) Exide Technologies (the “Company”) will create a trust (the “GUC Trust”) on the following terms:</p> <ol style="list-style-type: none"> a. The Company shall contribute \$3 million to the GUC Trust on the effective date (the “Effective Date”) of the plan of reorganization filed on November 17, 2014, as shall be amended consistent with and in order to reflect the terms and conditions of this term sheet (the “Plan”) to support the trust’s related costs and expenses. The first \$3 million of net proceeds from Preference Actions (outlined below) will be applied to repay the Company for the initial funding amount. The \$3 million contribution is not otherwise repayable. b. The prepetition Senior Notes Deficiency Claim will be entitled to participate pro rata in GUC Trust distributions, except as noted below. The “Senior Notes Deficiency Claim” has the meaning set forth in the Plan and shall be calculated as having a value of \$696 million less the value of distributions to Senior Notes Claim under the Plan as determined by the Company’s valuation or as approved by the Bankruptcy Court if different than the Company’s valuation, <u>provided, however</u>, that the parties to this term sheet shall not challenge the Company’s valuation. c. Distributions to be made as set forth below when trust assets exceed an amount reasonably determined by the trustee of the GUC Trust (the “Trustee”) to permit for efficient distribution. d. The trust agreement governing the GUC Trust shall be in form and substance acceptable to the Official Committee of Unsecured Creditors (the “Committee”), the Company, and the UNC (collectively, the “Parties”). e. Upon entry of an order approving this settlement, the Committee Amended Lien Challenge Complaint shall be stayed until the Effective Date of the Plan. Upon the Effective Date, the Committee Amended Lien Challenge Complaint shall be dismissed with prejudice; <u>provided, however</u>, if a Termination Event (as defined below) occurs, then the Committee shall be permitted to continue to pursue the Committee Amended Lien Challenge Complaint. f. The Bankruptcy Court shall have jurisdiction to address all disputes and issues arising from the GUC Trust, the GUC Trust agreement, the assets and causes of action granted and/or assigned to the GUC Trust, and any other related matters in connection therewith. <p>The Plan shall provide for the waiver of all subordination rights in favor of the Senior Secured Noteholders vis-à-vis the holders of Convertible Subordinated Notes and any and all such rights to enforce such subordination will be settled, compromised and released under the Plan. If for any reason subordination is enforced on or after the Effective Date, holders of Senior Secured Notes voting in favor of the Plan agree not to enforce or benefit from turnover or to repay to the Convertible Subordinated Noteholders any amounts turned over so that the holders of Convertible Subordinated</p>
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	<p>Notes receive the benefit of such waiver.</p> <p>Those members of the Committee that have executed this term sheet, shall agree to vote (to the extent such member is a creditor that will vote on the Plan) in favor of, and support the confirmation of the Plan, provided that the Plan and all related documents are revised and amended consistent with the terms of the this term sheet. Certain holders of Senior Secured Notes Claims, who represent the Requisite Backstop Parties and the Required Consenting Creditors under the Plan Support Agreement, have agreed to vote in favor of, and support the confirmation of the Plan, pursuant to a Plan Support Agreement, which shall be amended to incorporate this term sheet.</p> <p>The Committee shall withdraw and/or not file any Disclosure Statement/BCA/PSA/Plan objections and will affirmatively support confirmation of the Plan including a Committee letter of affirmative support for the Plan in the solicitation materials. The Committee (i) will limit the incurrence of professional fees to the extent required to effectuate the terms of the settlement outlined in this term sheet and to support the Plan, and (ii) as is otherwise required to fulfill the duties and obligations of the Committee.</p> <p>The Company and the Committee agree not to propose or support any plan of reorganization that is inconsistent with the terms of this term sheet; <u>provided, however</u>, that notwithstanding anything to the contrary in this term sheet, nothing shall require the Committee, Company, or any director, manager or officer of the Company, in such person's capacity as a director, manager or officer of the Company, to take any action, or to refrain from taking any action that they reasonably determine to be inconsistent with the Company's or such director's, manager's, or officer's fiduciary obligations under applicable law; and <u>provided further, however</u>, that the agreement to support the Plan and to oppose other alternatives shall not be binding on the Company and the Committee in the event that (a) the Plan Support Agreement is terminated in accordance with its terms, (b) the Bankruptcy Court does not enter an order approving the Settlement by February 9, 2015 or such other date as agreed to by the Parties, (c) the Bankruptcy Court denies confirmation of the Plan, or (d) the Effective Date does not occur by March 31, 2015 (each a "<u>Termination Event</u>").</p> <p>The Parties reserve all rights to object to any plan of reorganization, related plan pleading, or other action that is not consistent with the terms of this term sheet.</p> <p>Nothing contained in this term sheet, the Plan, the disclosure statement related to the Plan or any document related thereto shall be used by any person or entity including, but not limited to, the Parties, as evidence in connection with any matter or proceeding with respect to valuation or other issues in the Company's chapter 11 case or otherwise. In the event that the Plan is not confirmed or the Effective Date does not occur, all rights with respect to confirmation of any succeeding plan, sale process, or otherwise shall be preserved, and no finding or other evidentiary submissions with respect to the plan shall be binding on the Parties.</p>
<p>IP Monetization</p>	<p>The Company shall continue to pursue monetization of intellectual property through offset or similar transactions that are identified by the Company (in its reasonable business judgment and in consultation with the Trustee) as enhancing the Company's profitability or being reasonably likely to yield meaningful realization of value from the intellectual property ("<u>IP Transactions</u>").</p>

	<p>Post-Effective Date, the Company shall retain M*CAM (or another professional selected by the Company and the Trustee, the “<u>IP Advisor</u>”) to advise the Company and the Trustee on identification, structuring and execution of IP Transactions. The Company shall pay the IP Advisor for its reasonable fees and expenses until 24 months after the Effective Date (subject to automatic extension to complete any IP Transactions pending consummation). The Trustee shall periodically present the status of IP Transactions to the Company’s board of directors (the “<u>Board</u>”) and shall otherwise have reasonable periodic access to the Board. On the first anniversary of the Effective Date, the Company and the Trustee shall meet and confer on the status of the IP Transactions and determine whether or not to continue the retention of the IP Advisor or terminate pursuit of the IP Transactions.</p> <p>The Bankruptcy Court shall retain jurisdiction over all disputes concerning the IP Transactions, whether raised by the Trustee or the Company.</p> <p>Net cash proceeds from any IP Transaction (which amount shall be determined by the Company in its reasonable business judgment and in consultation with the Trustee, after reimbursement to the Company for the IP Advisor’s fees and expenses) shall be distributable 55% to the Company and 45% to the GUC Trust. The proceeds allocable to the GUC Trust shall be distributable 55% to the Senior Notes Deficiency Claim and 45% to the benefit of general unsecured claims (which shall not include holders of Senior Secured Notes Deficiency Claims or Vernon PI Claims (as defined below) (the “<u>GUC Claims</u>”)</p>
<p>LME Pricing Claims</p>	<p>A. The GUC Trust can pursue any private action for damages resulting from alleged lead price manipulation that is the subject of the investigation conducted by the Committee and the Company beginning in or about April 2014 (the “<u>LME Pricing Claims</u>”) subject to the following terms:</p> <ol style="list-style-type: none"> 1) Additional counsel, if any, will be retained on a contingency basis on prevailing market terms for private antitrust actions. Expert witnesses, if any, will be retained on prevailing market terms for private antitrust action; if fees for such experts exceed the funds in the GUC Trust, the entities pursuing the private action must find alternative sources of funding. 2) With respect to potential claims of the Company relative to the LME Pricing Claims, the Company and the Trustee must agree to any actions against parties not originally identified as potential targets in connection with the Committee’s Rule 2004 Motions filed December 18, 2014, and as identified on the record at the hearing on January 22, 2015, in connection with the Rule 2004 Motions (these parties shall include any affiliates thereof). The Company shall consent to any reasonable request by the Committee (prior to the Effective Date) or the Trustee (after the Effective Date) to add any additional parties and the Bankruptcy Court shall resolve any disputes as to whether any actions can be commenced against such additional parties. If the Bankruptcy Court is required to determine whether any additional parties should be added to the investigation, all proceedings relating to such determination shall be confidential and presented in camera to the extent permitted by law. 3) To the extent commercially reasonable and permitted by applicable law, the Company agrees to direct and cause the Company’s foreign affiliates to assign

	<p>their respective LME Pricing Claims to the GUC Trust or to appoint the GUC Trust as the agent of the foreign affiliates to pursue any such claims.</p> <p>4) All net proceeds of any LME Pricing Claims shall be deposited in the GUC Trust, with 45% distributable to the Senior Notes Deficiency Claim and 55% distributable to the benefit of GUC Claims.</p> <p>B. Net cash proceeds arising from any monetary compensation, rights of restitution, or other pecuniary benefits to which the Company is entitled as a result of a public/governmental antitrust enforcement action relating to alleged lead price manipulation shall be deposited in the GUC Trust for distribution pro rata to the Senior Notes Deficiency Claims and GUC Claims.</p> <p>C. The Company shall use commercially reasonable efforts to cooperate with the Trustee in connection with investigating and prosecuting any LME Pricing Claims, including, but not limited to, providing information and evidence as required. Notwithstanding the foregoing, the Trustee will seek to preserve and protect all applicable privileges and work-product relating to the LME Pricing Claims. The parties hereto agree that the Plan and confirmation order shall include a provision that the Trustee's receipt of such information shall not waive any privileges and all such privileges are preserved. In anticipation of entry of such an order/confirmation order governing the disclosure of privileged and/or work-product related material, the Company and the Trustee will confer and agree with regard to the scope of material that relates the LME Pricing Claims to ensure that the scope of any transfer or disclosure is limited only to the LME Pricing Claims. Material that is not directly related to the LME Pricing Claims will be redacted and/or not disclosed to the Trustee. As soon as reasonably practicable after the Effective Date, the Company will transfer or distribute material relating to the LME Pricing Claims to the Trustee. The Company's special counsel, King & Spalding, will retain a copy of the disclosed material in the event that it is asked to respond in any subsequent proceeding.</p>
<p>Preference Actions Cost: funded by GUC Trust assets</p>	<p>The GUC Trust shall be authorized to pursue claims for preferences against those persons/entities (the "<u>Preference Targets</u>") that have been agreed to by the Parties as of the date of this term sheet; <u>provided, however</u>, prior to asserting any claims against certain agreed upon Preference Targets, the GUC Trust shall provide the Company with a list of such Preference Targets against which the GUC Trust intends to pursue preference claims and the Company shall have the absolute right to direct GUC Trust not to pursue any such Preference Target, <u>provided, however</u>, the Company may not designate more than \$500,000 in net preference claims that can be directed not to be pursued.</p> <p>The Company shall use commercially reasonable efforts to cooperate with the Trustee in connection with investigating and prosecuting preference actions, including with respect to providing evidence and information as required; <u>provided, however</u>, that to the extent that the Company's reasonable out-of-pocket costs and expenses incurred in cooperating with the Trustee exceed \$250,000, the Trustee shall reimburse any such costs and expenses above \$250,000 from the proceeds of the preference actions pursued by the GUC Trust. Any disputes regarding such costs and expenses shall be resolved by the Bankruptcy Court.</p> <p>The first \$3 million in net Preference Action proceeds shall be used to reimburse the</p>

	Company for the funding of the GUC Trust. The next \$1.5 million in net Preference Action proceeds shall be allocated 100% for the benefit of GUC Claims. Any additional Preference Action proceeds shall be distributable pro rata for holders for GUC Claims and holders of Senior Notes Deficiency Claims.
Vernon Personal Injury Trust	<p>The Plan will provide for separate classification of the Vernon personal injury claims (the "<u>Vernon PI Claims</u>").</p> <p>If the class of Vernon PI Claims votes to accept the Plan, either (i) the class will waive all claims against the Company and the estate in exchange for the right to pursue claims that are covered by insurance and any recovery thereon shall be limited by the applicable policy limits or (ii) a trust (the "<u>Vernon PI Claims Trust</u>") shall be formed and funded with applicable insurance proceeds up to \$2 million and the class will release all claims against the Company, the estate, and the insurer (in both cases subject to agreement with the applicable insurer); it being understood that no claims may be pursued by the Vernon PI Claims Trust directly or indirectly against or from any director, officer, or employee and no recovery from personal assets shall be sought.</p> <p>Holders of allowed Vernon PI Claims shall receive pro rata distributions from the Vernon PI Claims Trust.</p> <p>The Vernon PI Claims trustee shall be authorized to: (a) allow or disallow the Vernon PI Claims, and (b) make distributions to holders of allowed Vernon PI Claims.</p> <p>If the class of Vernon PI Claims votes to reject the Plan, then the Plan will provide for no distributions to holders of Vernon PI Claims.</p>
Pension Plan and Retiree Benefits	<p>Under the Plan, the Company shall continue the pension plan in accordance with, and subject to, its terms, ERISA, and the Tax Code, and shall preserve all of its rights thereunder.</p> <p>After the Effective Date, subject to the Reorganized Debtor's rights, if any, under applicable non-bankruptcy law, unless otherwise ordered by the Bankruptcy Court, the Reorganized Debtor shall continue to pay all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of the Bankruptcy Code, at any time prior to Confirmation, for the duration of the period the debtor has obligated itself to provide such benefits.</p>
Collective Bargaining Agreements	Under the Plan, the Company, pursuant to section 365 of the Bankruptcy Code, shall assume and continue to perform all obligations required under all Collective Bargaining Agreements (subject to the terms and conditions of any such Collective Bargaining Agreement and, in the event that a Collective Bargaining Agreement expires pursuant to its terms and subject to applicable law, the agreement of the Company and the applicable union on new terms).
Other Causes of Action Cost: funded by GUC Trust assets	Prior to the Effective Date, the Parties will evaluate and identify (if any) other causes of action (" <u>Other Causes of Action</u> ") to be pursued by the GUC Trust as agreed among the Parties; <u>provided, however</u> , Other Causes of Action shall exclude any action released by the Debtor pursuant to the Plan, including but not limited to, any causes of action against current or former directors, officers, or employees. If the Parties cannot reach an agreement with respect to Other Causes of Action to be pursued by the Effective


	Date, the Other Causes of Action shall not be pursued by the GUC Trust. In the event that the Committee identifies an Other Cause of Action that it wishes to have contributed to the GUC Trust that the Company does not agree to have so contributed (a "Putative Other Cause of Action"), then the Committee may move the Bankruptcy Court on an expedited basis to resolve such dispute regarding the contribution of the Putative Other Cause of Action to the GUC Trust prior to the Effective Date.
GUC Trust Board	<ol style="list-style-type: none"> 1. The Trustee of the GUC Trust shall be selected by the Committee. 2. A three member oversight board for the GUC Trust shall be established. The Committee shall select two board members and the UNC shall select one board member.
Claims Reconciliation	The Company shall be responsible for (a) all aspects of the claims reconciliation process (aside from making distributions to holders of general unsecured claims, including to holders of Convertible Subordinated Notes and Vernon personal injury claims), and (b) all of the costs associated with such reconciliation. The Company shall consult with the Committee (until the Effective Date) and/or the Trustee (after the Effective Date) on a periodic basis as is reasonably requested by the Committee and/or the Trustee regarding the claims reconciliation process. The Company shall (i) object to general unsecured claims and shall provide the Committee (until the effective date of the Plan) and/or the Trustee (after the effective date of the Plan) with notice and an opportunity to object to all claims that the Company seeks to resolve for an amount greater than \$20,000, and (ii) use commercially reasonable efforts in administering all aspects of the claims reconciliation process. If the Committee/Trustee cannot agree with the Company with respect to resolution of any claim greater than \$20,000, then the Committee/Trustee shall be permitted to resolve such claim.
Fees	Payment on the Effective Date of all invoiced and reasonable fees and expenses of U.S. Bank National Association, as indenture trustee for the Subordinated Notes, including all reasonable attorneys' fees, in an amount not to exceed \$740,000 without prejudice to U.S. Bank's rights under the relevant indenture to assert a charging lien against Plan distributions for any additional fees and expenses.
Miscellaneous	The Parties shall work together in good faith to memorialize the agreements set forth in the term sheet.
Effectiveness	The Settlement and its terms shall only become effective upon the entry of an order of the Bankruptcy Court approving the Settlement. In the event of a Termination Event, then the Settlement will terminate and will no longer be effective and all rights with respect to confirmation of any succeeding plan, sale process, or otherwise shall be preserved, and no finding or other evidentiary submissions with respect to the plan shall be binding on the Parties.

[Signature Page Follows]

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

EXIDE TECHNOLOGIES

By: 
Name: P.A. DAMASK

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

MACKAY SHIELDS LLC,

As a Member of the Unofficial Noteholders
Committee

By: 
Name: YOUNG, LBS

ALLIANCE BERNSTEIN HIGH INCOME
FUND, AB GLOBAL HIGH INCOME
FUND, ACM GLOBAL HIGH YIELD
OFFSHORE

As Members of the Unofficial Noteholders
Committee

By: _____
Name:

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

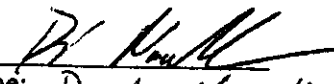
MacKAY SHIELDS LLC,

As a Member of the Unofficial Noteholders
Committee

By: _____
Name:

ALLIANCE BERNSTEIN HIGH INCOME
FUND, AB GLOBAL HIGH INCOME
FUND, ACM GLOBAL HIGH YIELD
OFFSHORE

As Members of the Unofficial Noteholders
Committee

By: 
Name: *Devin Nornellini*

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

ESOPUS CREEK VALUE SERIES FUND
LP-SERIES "A"

As a Member of the Committee

By: 

Name: Andrew L. Sole

Title:

Managing Member of Esopus Creek Advisors LLC
as General Partner to Esopus Creek Value Series Fund LP- Series "A"

PENSION BENEFIT GUARANTY
CORPORATION

As a Member of the Committee

By: _____

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION,
AS INDENTURE TRUSTEE

As a Member of the Committee
(*does not vote on the Plan)

By: _____

Name:

Title:

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

U.S. BANK, National Association, as
Indenture Trustee

As a Member of the Committee
(*does not vote on the Plan)

By: _____
Name:
Title:

RICHARDSON MOLDING, INC.

As a Member of the Committee

By: _____
Name:
Title:

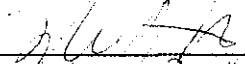
HCL AMERICA, INC.

As a Member of the Committee

By: _____
Name:
Title:

PENSION BENEFIT GUARANTY
CORPORATION

As a Member of the Committee

By: 
Name: Michael Stroh
Title: Financial Analyst

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

ESOPUS CREEK VALUE SERIES FUND
LP-SERIES "A"

As a Member of the Committee

By: _____
Name:
Title:

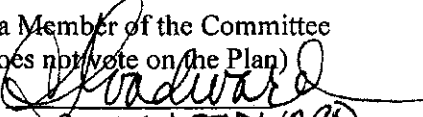
PENSION BENEFIT GUARANTY
CORPORATION

As a Member of the Committee

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
AS INDENTURE TRUSTEE

As a Member of the Committee
(*does not vote on the Plan)

By: 
Name: CINDY WOODWARD
Title: VICE PRESIDENT

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

U.S. BANK, National Association, as
Indenture Trustee

As a Member of the Committee
(*does not vote on the Plan)

By: _____

Name:

Title:

RICHARDSON MOLDING, INC.

As a Member of the Committee

By: Roger Winslow

Name: Roger Winslow

Title: Chairman

HCL AMERICA, INC.

As a Member of the Committee

By: _____

Name:

Title:

PENSION BENEFIT GUARANTY
CORPORATION

As a Member of the Committee

By: _____

Name:

Title:

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

RICHARDSON MOLDING, INC.

As a Member of the Committee

By: _____
Name:
Title:

HCL AMERICA, INC.

As a Member of the Committee

By: I. R. Ra.
Name: Raghu Rana Lakshmana
Title: S. V. P. & General Counsel

UNITED STEELWORKERS

(*may not be entitled to vote on the Plan)

As a Member of the Committee

By: _____
Name:
Title:

TRANSERVICE LOGISTICS, INC.

As a Member of the Committee

By: _____
Name:
Title:

Execution Copy

EXECUTED AND AGREED on January 28, 2015, BY:

RICHARDSON MOLDING, INC.

As a Member of the Committee

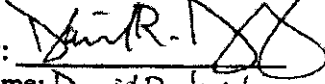
By: _____
Name:
Title:

HCL AMERICA, INC.

As a Member of the Committee

By: _____
Name:
Title:

UNITED STEELWORKERS
(*may not be entitled to vote on the Plan)
As a Member of the Committee

By: 
Name: David R. Jury
Title: Associate General Counsel

TRANSERVICE LOGISTICS, INC.

As a Member of the Committee

By: _____
Name:
Title:

EXECUTED AND AGREED on January 28, 2015, BY:

Esopus Creek Value Series Fund LP-Series
"A"

As a Member of the Committee

By: _____
Name:
Title:


UNITED STEELWORKERS

As a Member of the Committee

By: _____
Name:
Title:

TRANSERVICE LOGISTICS, INC.

As a Member of the Committee

By: 
Name: DENNIS SCHNEIDER
Title: PRES.