

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	x	
In re:	:	Chapter 11
EXIDE TECHNOLOGIES,	:	Case No. 13-11482 (KJC)
Reorganized Debtor. ¹	:	Related Docket No. 4924
	x	

**ORDER APPROVING AND ENTERING
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

Upon consideration of the *Confidentiality Stipulation and Protective Order* (the “Stipulation”),² a copy of which is attached hereto as Exhibit A; and this Court having determined that the agreement set forth in the Stipulation is in the best interests of the Reorganized Debtor, its estate and creditors, and any parties in interest; and good and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Stipulation is hereby approved.
2. The Stipulation shall become effective immediately upon entry of this Order.
3. The production of privileged or work-product protected documents, electronically stored information (ESI) or other information, whether inadvertent or otherwise, and whether before or after entry of this order, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d).

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

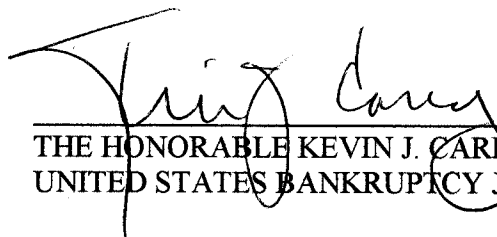
² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

4. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

5. Pursuant to Rule 9018-1(e) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, Parties to the Stipulation are authorized to file confidential documents under seal without the requirement of filing a separate motion to that effect.

6. This Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Order arising in the Chapter 11 Case.

Dated: December 14, 2017
Wilmington, Delaware



THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:	:	Chapter 11
EXIDE TECHNOLOGIES,	:	Case No. 13-11482 (KJC)
Reorganized Debtor. ¹	:	
	x	

CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

This Confidentiality Stipulation and Protective Order (the “Stipulation”) is entered by and among (a) the above-captioned Reorganized Debtor in the above-styled bankruptcy case (the “Chapter 11 Case”), and (b) Peter Kravitz as the GUC Trust Trustee (the “Trustee”). Each of the persons or entities identified in the foregoing clauses (a) through (b) shall be referred to herein individually as a “Party,” and, collectively, as the “Parties.” Any person or entity who hereinafter becomes bound by this Stipulation shall become a Party.

RECITALS

WHEREAS, on June 10, 2013 (the “Petition Date”), the Reorganized Debtor filed a voluntary petition for relief 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 “Court”), thereby commencing the above-captioned Chapter 11 Case;

WHEREAS, the Reorganized Debtor managed and operated its business as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code;

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

WHEREAS, on June 18, 2013, The United States Trustee for the District of Delaware appointed an Official Committee of Unsecured Creditors (the "Committee") in the Chapter 11 Case;

WHEREAS, on February 4, 2015, the Court entered an order [D.I. 3093] authorizing and approving the Reorganized Debtor's entry into the GUC Settlement Agreement with the Committee;

WHEREAS, on March 27, 2015, the Court entered its Findings of Fact, Conclusions of Law and Order Confirming Fourth Amended Plan of Reorganization of Exide Technologies [D.I. 3423] (the "Confirmation Order"), confirming the Fourth Amended Plan of Reorganization of Exide Technologies [D.I. 3409] (the "Plan").

WHEREAS, on April 30, 2015, the Reorganized Debtor filed the Notice of Filing of Fourth Plan Supplement for the Plan of Reorganization of Exide Technologies [D.I. 3567], which includes (as Exhibit 7.1) the GUC Trust Agreement.

WHEREAS, on July 28, 2017 the Trustee filed the *Motion of Peter Kravitz as the GUC Trust Trustee of the Exide Creditors' Liquidating Trust, for Entry of an Order Clarifying and Enforcing the Terms of the Confirmation Order, Plan and GUC Settlement Agreement to Compel the Reorganized Debtor to Comply with the Terms Thereof* [D.I. 4809], which was supplemented on September 19, 2017 with the *Supplemental Motion of Peter Kravitz, as the GUC Trust Trustee of the Exide Creditors' Liquidating Trust, for Entry of an Order Clarifying and Enforcing the Terms of the Confirmation Order, Plan and GUC Settlement Agreement and to Compel the Reorganized Debtor to Comply with the Terms Thereof* [D.I. 4860] (the "Motion").

WHEREAS, on October 11, 2017, the Reorganized Debtor filed the *Reorganized Debtor's Preliminary Response And Objection To The Supplemental Motion Of Peter Kravitz As*

The GUC Trust Trustee Of The Exide Creditors' Liquidating Trust, For Entry Of An Order Clarifying And Enforcing The Terms Of The Confirmation Order, Plan And GUC Settlement Agreement And To Compel The Reorganized Debtor To Comply With The Terms Thereof [D.I. 4881] (the "Preliminary Objection" and, together with the Motion, the "Contested Matter").

WHEREAS, the Reorganized Debtor and the Trustee are currently engaged in discovery with respect to the Contested Matter.

WHEREAS, the Reorganized Debtor believes and has represented that certain of the Reorganized Debtor's Discovery Material (as defined below) is located in Europe and is subject to certain confidentiality and other regulatory requirements under European law.

WHEREAS, the Reorganized Debtor believes and has represented that certain information cannot be produced by the Reorganized Debtor under applicable European law without confidentiality protections in place.

WHEREAS, certain Discovery Material (as defined below) that has been or may be produced in discovery by the Parties may be proprietary, commercially sensitive, or otherwise confidential in nature or may be subject to applicable provisions of European law regarding privacy, confidentiality and related matters.

NOW, THEREFORE, to facilitate the efficient resolution of these disputes, and to protect Discovery Material (as defined below) that merits being maintained as confidential under U.S. and applicable European law, the Parties stipulate and agree as follows:

1. The Parties shall submit this Stipulation to the Court for approval (the "Order"), and upon submission the Parties shall abide by the terms of this Stipulation even if the proposed Order approving this Stipulation is not entered by the Court, unless the Court directs or orders otherwise.

2. This Stipulation shall govern the production and exchange of all documents, deposition testimony, deposition exhibits, interrogatories, and other information produced in connection with the Contested Matter, including materials and information produced informally, by and among the Parties ("Discovery Material").

DESIGNATING DISCOVERY MATERIAL CONFIDENTIAL OR REDACTED

3. Any Party or non-Party may designate Discovery Material as "Confidential Material" or "Highly Confidential Material" or "Redacted Material" (such party, a "Designating Party") and such material, collectively "Designated Material") in accordance with the following provisions:

- a. **Confidential Material:** Any Party or non-Party that produces Discovery Material (each a "Producing Party") to another Party or non-Party (each a "Receiving Party") may designate Discovery Material as "Confidential" (hereinafter "Confidential Material") if the Producing Party in good faith believes that such Discovery Material constitutes or includes Confidential Information (as defined herein). "Confidential Information" may include information that has not been made public and which should be protected from disclosure, including but not limited to, certain technical, business, financial, or personal information of a nature that can be protected under Rule 26(c) of the Federal Rules of Civil Procedure and Rules 7026 or 9018 of the Federal Rules of Bankruptcy Procedure; or is subject by the law or by contract to a legally protected right of privacy; or the Producing Party is under a preexisting obligation to treat as confidential. The foregoing notwithstanding, to the extent a designation of any Discovery Material as Confidential Material is successfully challenged in Court, the same shall no longer be considered Confidential Material.
- b. **Highly Confidential Material:** A Producing Party may designate Discovery Material as "Highly Confidential" (hereinafter "Highly Confidential Material") if the Producing Party in good faith believes that such Discovery Material constitutes or includes Highly Confidential Information (as defined herein). "Highly Confidential Information" may include: certain trade secrets, financial information, business information, strategic information relating to potential or ongoing litigation, material prepared by the Producing Party's industry advisors, financial advisors, accounting advisors, experts and consultants, non-public information regarding fee arrangements with counsel or internal or outside experts, and non-public information relating to outside counsel, but only to the extent

the material is of such a highly sensitive nature that Highly Confidential treatment is warranted. The foregoing notwithstanding, to the extent a designation of any Discovery Material as Highly Confidential Material is successfully challenged in Court, the same shall no longer be considered Designated Material or Highly Confidential Material.

- c. **Discovery Material Subject to Foreign Law:** The nature and scope of the ongoing discovery potentially implicates Discovery Material of the Reorganized Debtor which may be located or considered to be located in various foreign jurisdictions. Accordingly, the Reorganized Debtor will conduct a separate discovery process with respect to Discovery Material located or considered to be located in foreign jurisdictions, including Europe, requiring among other things the Reorganized Debtor's retention of separate counsel and the analysis of, and compliance with, European data privacy and other rules and regulations which may be implicated, including without limitation: the Directive 95/46/EC of the European Parliament and the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive"); the German Federal Data Protection Act (*Bundesdatenschutzgesetz – BDSG*); the German Telecommunications Act (*Telekommunikationsgesetz – TKG*); the French Blocking Statute codified as Law No. 80-538 of July 16, 1980; the French Data Protection Act; the Spanish Data Protection Act; the Spanish Data Privacy Regulation; and the Hague Evidence Convention. The Parties may designate any such Discovery Material as Confidential Material, Highly Confidential Material, Redacted Material (as defined below) or any other specific designation required in order to comply with applicable U.S. or foreign law. Any Discovery Material so designated will be treated as Confidential Material or Highly Confidential Material or Redacted Material, as the case may be, in accordance with the terms of this Stipulation.
- d. **Redacted Material:** Any Designating Party may redact from the documents, information, tangible materials and objects it is producing any Personal Information (as defined below) that the Designating Party claims is subject to protection against disclosure under applicable foreign law, in particular (but not limited to) European data privacy or data protection laws. "Personal Information" means: (i) any information or data relating to an identified or identifiable individual in any form or medium; (ii) any information related to an identified or identifiable individual that is protected under applicable data privacy or data protection laws; or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual (Personal Information may include, inter alia, names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, credit report information, biometric

information, behavioral information, IP addresses, network and hardware identifiers, and geolocation information). The foregoing notwithstanding, any challenge to designation as and/or redaction of Personal Information shall be made under the applicable law in the appropriate jurisdiction before the appropriate court, tribunal or similar body or authority.

4. Any documents or other tangible materials (apart from depositions or other pretrial testimony) designated as Confidential Material or Highly Confidential Material shall be so designated by including the legend "Confidential" or "Highly Confidential" at the time of first production on the first page of a document containing any Designated Material, and each subsequent page containing any Designated Material. Inadvertent failure to designate materials as Confidential or Highly Confidential at the time of production may be remedied by the Designating Party by supplemental written notice and copies of properly marked documents. In addition, any Party may designate Discovery Material as Confidential Material or Highly Confidential Material if it in good faith believes that such Discovery Material constitutes Confidential Information or Highly Confidential Information by written notice to the other Parties and copies of properly marked documents. Upon receipt of either such notice, all Discovery Materials so designated shall be fully subject to this Stipulation. Inadvertent designation of Discovery Materials as Designated Materials shall be remedied upon request by counsel.

5. The Designating Party shall mark each Redacted Material at the time of first production of a Redacted Material with a legend stating "REDACTED" or a comparable notice. Where a document consists of more than one page, each page on which information has been redacted shall indicate where the redaction was made. Inadvertent failure to redact material containing Personal Information at the time of production may be remedied by the Designating Party by supplemental written notice and copies of properly marked documents.

6. Notwithstanding anything to contrary set forth in this Stipulation, Confidential Information and Highly Confidential Information shall not include any information which:

- (i) at the time of the production hereunder is publically available; or
- (ii) after production hereunder becomes available to the public through no act by the Party receiving such information; or
- (iii) the Receiving Party can show (a) was already known to the Receiving Party; (b) was independently developed by the Receiving Party; or (c) has been disclosed to the Receiving Party other than pursuant to this Stipulation by a person having the right to make non-confidential disclosure.

7. Nothing in this Stipulation shall constitute agreement that any Discovery Material designated as Confidential Material, Highly Confidential Material or Redacted Material is properly designated as such.

8. If a Receiving Party objects to the designation of any Discovery Material as Confidential Material or Highly Confidential Material, the Party shall state the objection by electronic mail to counsel for the Designating Party, and, if the Designating Party is not the Producing Party, to the Producing Party. The parties shall attempt to resolve the dispute through meeting and conferring in a timely manner. In the absence of a resolution, the Receiving Party may on reasonable notice under the circumstances to the Designating Party and, if the Designating Party is not the Producing Party, to the Producing Party, move the Court for an order or determination with respect to the confidentiality of the challenged Designated Materials. The burden of persuasion as to the confidentiality of the Discovery Material in question shall rest with the Designating Party. The Discovery Material shall continue to be deemed Confidential Material or Highly Confidential Material under the terms of this Stipulation unless the Court allows disclosure or the Designating Party agrees either in writing or by electronic transmission to withdraw the designation.

9. Any challenge to Redacted Material shall be made in accordance with and pursuant to the applicable law, process and procedure in the appropriate jurisdiction before the appropriate court, tribunal or similar body or authority.

**USE AND DISCLOSURE OF CONFIDENTIAL
OR HIGHLY CONFIDENTIAL MATERIAL**

10. Confidential Material and Highly Confidential Material shall not be disclosed except as expressly permitted by the terms of this Stipulation. Except as provided in this Stipulation, authorized by further order of the Court, or agreed by the parties in writing, such Discovery Material may be used by the Receiving Party solely in connection with the Contested Matter, including without limitation, any appeal or related adversary or similar proceeding.

11. Confidential Material: Confidential Material shall be given, shown, made available to or communicated only to the following:

- a. Parties, including their respective members, managers, partners, directors, officers, employees, and agents who are assisting in connection with the Contested Matter or related matters, including any appeal or related adversary or similar proceeding;
- b. Andrew Sole, Carl Ailara and Bradley Scher, each solely in their capacity as members of the GUC Trust Board;
- c. Ofir Nitzan and Michael Henkin of Guggenheim Partners; and
- d. Any other person specified in paragraph 12 below.

12. Highly Confidential Material: Highly Confidential Material shall be given, shown, made available to or communicated only to the following:

- a. Outside counsel and inside counsel to the Parties, paralegal and secretarial and others utilized by such counsel, including outside vendors involved in the production, reproduction, organization, filing, coding, cataloging, converting, storing, retrieving and review of Discovery Material and/or pursuit, collection, or enforcement of any claims or judgments;

- b. Industry advisors, financial advisors, experts, and consultants retained by the Parties to this Stipulation in connection with the Contested Matter and related matters, as well as any clerical, paralegal and secretarial and other staff employed by such persons;
- c. The U.S. Trustee;
- d. Any person who is indicated on the face of a document to have been an author, addressee, or copy recipient thereof, an actual or intended recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- e. Designated in-house counsel for the Parties;
- f. Without limiting the foregoing, any witnesses or potential witnesses and their counsel, if any, when such disclosure is reasonably necessary for purposes of testimony, deposition, trial, or hearing, factual investigation, discovery, or preparation for any of the foregoing, provided that: (i) the witness has agreed to treat such Highly Confidential Material in accordance with this Stipulation and (ii) such witnesses shall not be permitted to retain copies of Highly Confidential Material following such testimony, deposition, trial, or hearing, factual investigation, discovery, or preparation;
- g. Court reporters, stenographers, videographers, and other persons engaged to take down and transcribe depositions and maintain exhibits in any proceeding in which Confidential Discovery Material is used;
- h. the Court and its support personnel; and
- i. Any other person or entity with respect to whom the Designating Party may consent in writing.

13. Except as provided by order of the Court, before disclosing to any person except those set forth in subparagraphs 12 (a), (c), (g) and (h), the disclosing Party shall provide to the person receiving disclosure a copy of this Stipulation and require such person to confirm their understanding and agreement to abide by the terms of this Stipulation by signing a copy of Exhibit A hereto (the "Declaration"), which copy shall be immediately sent to and maintained by counsel for the disclosing Party. Clerical, paralegal and secretarial and other staff, including

outside vendors involved in the production, reproduction, organization, filing, coding, cataloging, converting, storing, retrieving and review of Discovery Material, shall be deemed to be subject to this Stipulation by virtue of their employment with a person listed in Paragraph 11.

14. The Court's approval and entry of an order approving this Stipulation shall constitute authority pursuant to Local Rule 9018-1(e) for the Parties to file Confidential Material or Highly Confidential Material under seal without the necessity of filing a separate motion. As set forth in Local Rules 9018-1(d) and (e), if Confidential Material or Highly Confidential Material is to be filed with the Bankruptcy Court, it shall be filed as restricted documents in accordance with CM/ECF procedures. As set forth in Local Rule 9018-1(g), if a party intends to use a document which has been previously placed under seal at a hearing or in connection with briefing, a copy of the sealed document (in an envelope and prominently marked "CHAMBERS COPY") shall be provided to the Court in the binder delivered to Chambers. Where possible, only those portions of the filings with the Court that disclose Confidential Material or Highly Confidential Material shall be redacted and filed under seal. This Paragraph is without prejudice to the right of any party to move upon notice to the applicable Party to unseal any papers filed under seal.

15. This Stipulation and Order has no effect upon a Party's use of its own Confidential Material or Highly Confidential Material for any purpose.

16. Nothing in this Stipulation shall (i) prevent a Party from disclosing its own Confidential Material or Highly Confidential Material or other information, or (ii) impose any restrictions on the use or disclosure by a Party of Discovery Material designated as Confidential Material or Highly Confidential Material that have been obtained lawfully by such Party

independent of discovery in the Contested Matter and are not otherwise subject to confidentiality restrictions.

17. Entering into, or agreeing to produce or receive Designated Material or otherwise complying with the terms of the Stipulation shall not: (i) prejudice in any way the rights of the Parties to object to the production of documents they consider not subject to discovery, or operate as an admission by any party in the context of any other litigation or proceeding that the restrictions and procedures set forth herein constitute adequate protection for any particular information deemed by any party to be Designated Material; (ii) prejudice in any way the rights of any Party to object to the authenticity or admissibility into evidence of any document, testimony, or other evidence subject to this Stipulation; (iii) prejudice in any way the rights of a Party to seek a determination by the Court whether any Discovery Material or Designated Material should be subject to any of the particular terms of this Stipulation; (iv) prejudice in any way the rights of a Party to petition the Court for a further protective order relating to any purportedly confidential information; (v) prevent a Party from challenging any specific designation asserted by another Party as to be required in order to comply with applicable U.S. or foreign law; (vi) prevent the Parties to this Stipulation from agreeing to alter or waive the provisions or protections provided herein with respect to any particular Discovery Material; or (vii) prevent a Party from otherwise seeking relief from the Court with regard to this Stipulation.

18. Nothing herein shall be construed to impose on any Party an obligation to violate a court order or directive regarding the production of Designated Material; thus, nothing herein shall prevent any person or entity who has received Confidential Material or Highly Confidential Material pursuant to this Stipulation from producing such material in response to a lawful subpoena or other compulsory process, but such production shall be limited to only the portion of

any Confidential Material or Highly Confidential Material that is required to comply with the lawful subpoena or other compulsory process, provided that any person or entity receiving such subpoena or process (i) shall as soon as reasonably practical give written notice thereof to the Designating Party in a good faith effort to provide an opportunity prior to production of Confidential Material or Highly Confidential Material to seek a protective order; and (ii) if application for a protective order is made promptly and before the return date, shall not produce such Confidential Material or Highly Confidential Material prior to receiving a court order or the consent of the Designating Party unless otherwise required by law to do so. In the event that production of such Confidential Material or Highly Confidential Material is made notwithstanding such prompt application for a protective order, it shall continue to be treated as Confidential Material or Highly Confidential Material by all persons and entities subject to this Stipulation unless and until the Court shall order otherwise.

19. Nothing herein shall be construed to effect in any way the admissibility or non-admissibility of any document, testimony, or other evidence at trial or contested hearing in the Contested Matter.

20. The foregoing is without prejudice to the right of any Party hereto to apply to (i) the Court to modify this Stipulation or seek an order permitting disclosure of Confidential Material or Highly Confidential Material other than as provided herein or (ii) the appropriate court, tribunal or similar body or authority regarding the designation as and/or redaction of Personal Information.

21. All Confidential Material or Highly Confidential Material and all copies thereof (including excerpts and summaries) shall be either (i) destroyed, which destruction shall be certified, or (ii) returned to counsel for the Producing Party, within ninety (90) days after the

final conclusion of any proceeding related to the Contested Matter (including any related litigation or other matters), including appeals or related adversary or similar proceedings, except that counsel may keep an office file of internal memoranda, discovery responses, pleadings, briefings, and deposition transcripts or exhibits notwithstanding that they contain Confidential Information or Highly Confidential Information; *provided, however*, that to the extent the Designated Material exists in whole or in part on computer backup tapes or otherwise not readily accessible media used for disaster recovery purposes, information from such media does not need to be restored for purposes of destroying or returning Confidential Material or Highly Confidential Designated Material to the Producing Party, but such retained information shall continue to be treated in accordance with this Stipulation. A Receiving Party will not be in violation of this provision in the absence of written notice by the Designating Party and ninety (90) days' opportunity to comply herewith. All counsel shall also continue to maintain copies of any executed Declaration they obtain pursuant to this Stipulation, subject to counsel's document retention policy.

DEPOSITIONS

22. Any deposition or other testimony may be designated as Confidential or Highly Confidential subject to later challenge by stating orally on the record of the deposition or other testimony that certain information or testimony is Confidential or Highly Confidential or that the entire deposition transcript is so designated.

23. During a deposition, counsel may designate subject to later challenge all or a portion of the transcript as Confidential or Highly Confidential to the extent that the testimony given and/or exhibits marked contain Confidential Material or Highly Confidential Material or Discovery Material subject to applicable foreign law as set forth in paragraph 3 above.

24. If, during a deposition, a Party or non-Party claims that a document being used in the deposition (e.g. marked as an exhibit, shown to the witness, or made the subject of examination) is subject to attorney-client privilege, work-product doctrine, and/or any other applicable privilege or immunity from disclosure, it may at its sole election (i) allow the document to be used in the deposition without waiver of its claim of privilege or work-product protection, or (ii) instruct the witness not to answer questions concerning the document pending a prompt resolution of any disagreement concerning the document's privilege or work-product protected status. If any Party or non-Party asserting the claim of privilege or other basis for non-disclosure instructs the witness not to answer questions concerning the document, the Parties or non-Parties will then cooperate by promptly submitting the issue of the document's status to the Court. If the document is ultimately determined not to be privileged, the Party or non-Party asserting the claim of privilege or other basis for non-disclosure will be responsible for ensuring that the deposing Party is given an opportunity to depose the witness about the document, which deposition shall be at the earliest practicable time for the witness and its Counsel.

GENERAL PROVISIONS

25. Inadvertent disclosure of Discovery Material that is subject to any privilege or immunity from discovery shall not constitute a waiver of, or an estoppel as to, any claim of such privilege or protection in connection with the Contested Matter or in any other state or federal proceeding. If a Producing Party asserts in writing that information it has produced is protected from discovery by any privilege or immunity, or that information is otherwise protected from disclosure, the Receiving Party shall not use such information for any purpose except to retain the information to contest that it is subject to any immunity or privilege. A Receiving Party may move the Court for an order compelling production of Discovery Material that the Receiving

Party believes is not protected from discovery by the attorney-client privilege or other privilege or protection; however, while such motion is pending, the Discovery Material in question shall be treated as having been produced inadvertently, and such motion may not assert as a ground for compelling production the fact or circumstance of the inadvertent production, nor shall such motion include or otherwise disclose, as an attachment, exhibit, or otherwise, the Discovery Material that is the subject of such motion, except as may be permitted by the Court. Nothing in this Paragraph or in this Stipulation waives or limits the protections afforded to the designating Parties by Federal Rule of Evidence 502(d) or Federal Rule of Civil Procedure 26(b)(5)(B).

26. This Stipulation constitutes the entire agreement between the Parties with respect to the matters described herein and supersedes all prior oral or written representations and agreements in relation thereto.

27. Nothing contained herein shall be deemed a waiver or relinquishment by any Party or non-Party of any objection, including but not limited to, any objection concerning the confidentiality or proprietary nature of any documents, information, or data requested by a Party or non-Party, any right to object to any discovery request, or any right to object to the admissibility of evidence on any ground, or seek any further protective order, or to seek relief from the Court from any provision of this Stipulation by application on written notice on any grounds.

28. This Stipulation shall not be modified except by written instrument signed on behalf of the Parties and/or their respective duly authorized representatives or court order.

29. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware.

30. This Stipulation may be executed by the Parties and/or their designated representatives in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This agreement may be transmitted and/or signed by facsimile, electronic signature or PDF electronic mail transmission. The effectiveness of any such documents and signatures shall have the same force and effect as manually-signed originals and shall be binding on the Parties.

EXHIBIT A
DECLARATION

I hereby certify: (i) my understanding that Confidential Material and/or Highly Confidential Material is being provided to me pursuant to the terms and restrictions of the Stipulation and Protective Order entered into between and among the Reorganized Debtor and the Trustee, dated December 13, 2017 (the "Stipulation")¹ and (ii) that I have read the Stipulation and am now a party (a "Party") to the Stipulation.

I understand the terms of the Stipulation, I agree to be fully bound by the Stipulation, I hereby agree and consent to submit to the exclusive personal jurisdiction of and venue in the United States Bankruptcy Court for the District of Delaware in connection with any proceeding arising out of or brought to enforce any provision of the Stipulation arising in the Contested Matter or Chapter 11 Case, and I agree not to attempt to deny or defeat the laying of venue or exercise of jurisdiction by such court in connection with any such proceeding. I understand that any violation of the terms of the Order shall be punishable by relief deemed appropriate by the Court.

Date: _____

Signature: _____

Name /
Title (Print):

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.