

**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	:	
	:	
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**REORGANIZED DEBTOR’S NOTICE OF DEPOSITION OF EXIDE CREDITORS’
LIQUIDATING TRUST PURSUANT TO FED. R. CIV. P. 30(b)(6)**

To: Eric D. Schwartz, Esq.
Tamara K. Minott, Esq.
Andrew J. Roth-Moore, Esq.
Morris, Nichols, Arsht & Tunnell LLP
1201 N. Market Street, 16th Floor
Wilmington, DE 19801

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rules 7030 and 9014 of the Federal Rules of Bankruptcy Procedure, Exide Technologies (“Exide”), the Reorganized Debtor, will take the deposition upon oral examination of a representative or representatives of the Exide Creditors’ Liquidating Trust (“Trust”). The examination will be held on January 19, 2018. The depositions will commence at 9:00 a.m., and will continue until completed or adjourned. The deposition will take place before a notary public or other person authorized to administer oaths at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 920 N. King Street, Wilmington, DE 19801. The deposition shall be transcribed by stenographic and/or videographic means.

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.

Federal Rule of Civil Procedure Rule 30(b)(6) requires that the Trust designate one or more officers, directors, or other persons to testify on behalf of the Trust with regard to all matters known or information reasonably available to the Trust on each of the subject matters identified in Exhibit A attached hereto.

Exide reserves its right to supplement or revise the matters listed in Exhibit A, including, without limitation, based upon the documents produced and the interrogatory responses provided by any parties in response to discovery propounded to date.

Dated: Wilmington, Delaware
December 14, 2017

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

/s/ Jason M. Liberi

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Counsel for the Reorganized Debtor

EXHIBIT A

I. Definitions

1. “Application” means any application, including, without limitation, the CDTI Application, or similar request whether formal, informal, written, or oral, related to or regarding the Spanish IP Initiative, including, without limitation, the Spanish IP Funding.
2. “Azuqueca Facility” means Exide’s existing facility in Azuqueca, Spain.
3. “Board” means Exide’s Board of Directors.
4. “CDTI Application” means the funding application Exide Technologies, S.L.U. submitted to the Centre for Development of Industrial Technology, titled, Financing Request for the Financing of R&D Business Projects, Individual Research and Investigation Project, and dated June 2017 on the cover page and July 2017 on subsequent pages.
5. “CDTI Grant” means any monetary grant from the Centre for the Development of Industrial Technology.
6. The term “communication” means the transmittal of information in any form whatsoever, whether tangible or intangible.
7. “Deloitte” means Deloitte Touche Tohmatsu Limited and its affiliates, officers, directors, employees, agents, legal counsel or any other person acting or purporting to act on its behalf.
8. The term “document” includes, without limitation, any written, printed, typed, recorded, electronic or graphic matter of any kind and shall include the originals and each and all non-duplicate copies and all drafts thereof which presently are or have been in your actual or constructive possession, custody or control, or which are or have been otherwise available to you, or which are or have been known to you, including, but not limited to correspondence, letters, e-mails, text messages, chats, calculations, digests, bulletins, dockets, telegrams, telecopies, telexes, memoranda, statistical compilations, files, books, records, reports, analysis, evaluations, business plans, studies, legal pleadings, speeches, calendar or diary entries, travel records, expense records, promotional materials, cost records, books of account, pamphlets, manuals, guidelines, summaries, charts, handwritten notes, drafts, charges, lists, directives, orders, tabulations, minutes and records of meetings, telephone records, and presentations. The term “documents” further includes data processing, computer printouts, photographs, film, slides, audio recordings, video recordings, tapes, discs, or retrieval listings, together with programs and program documentation necessary to utilize or retrieve such information, and all other mechanical or electronic means of storing or recording information, as well as tape, film, or cassette sound or visual records, and reproductions or film impressions of any of the aforementioned writings. The term “non-duplicate copy” means any copy, which is not a precise duplicate of its original, such as any copy with marks or notations of any type of description, which are not reflected on the original.

9. “Dolin” means Dolin International Trade & Capital LLC and its affiliates, officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

10. “Exide” means Exide Technologies and its affiliates, officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

11. “GUC Trust” means the Exide Creditors’ Liquidating Trust and its affiliates, officers, directors, employees, agents, legal counsel or any other person acting or purporting to act on its behalf, including but not limited to Guggenheim and Dolin.

12. “GUC Trust Settlement” means the settlement approved by the United States Bankruptcy Court for the District of Delaware by the *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 Noteholder’s Committee*, entered February 4, 2015 [D.I. 3093].

13. “Guggenheim” means Guggenheim Securities LLC and its affiliates, officers, directors, employees, agents, legal counsel, or any other person acting or purporting to act on its behalf.

14. “Intellectual Property” means any of Exide’s intellectual property, including, without limitation, patents, copyrights, and trademarks.

15. “IP Transaction” has the meaning provided in the GUC Trust Settlement and the Plan.

16. “June 2017 Letter” means the June 5, 2017 letter from Dolin addressed to Peter Kravitz and Brad Kalter.

17. “May 2017 Letter” means your May 9, 2017 letter addressed to Exide.

18. “MOD Contribution” means any contribution of value by defense contractors structured via an offset transaction that is facilitated by the Spanish Ministry of Defense.

19. “Motions” means, collectively, the Original Motion and Supplemental Motion.

20. “Original Motion” means 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] filed on July 28, 2017.

21. The term “person” as used herein means any natural person or any business, legal, trust, or governmental entity or association, along with all others acting or purporting to act on such person’s behalf.

22. “Plan” means the *Fourth Amended Plan of Reorganization of Exide Technologies*, dated March 27, 2015 [D.I. 3409].

23. “Regional Government Grant” means any monetary grant from any governmental organization in Castile La Mancha.

24. “Services Agreement” means the services agreement entered into as of June 2015 by and between Exide Technologies, Peter Kravitz of Province Inc., as GUC Trust Trustee for and on behalf of the Exide Creditors’ Liquidating Trust, and Dolin International Trade & Capital LLC.

25. “Spain Investment” means any subsidy provided by the Spanish Federal Government through its invest in Spain program.

26. “Spanish IP Funding” means the potential funding, investment or assistance from any combination of CDTI Grant, Spain Investment, MOD Contributions, Regional Government Grant, or Spanish Loan that Dolin presented to Exide and the Trustee as a means to effectuate the Spanish IP Initiative.

27. “Spanish IP Initiative” means the creation and development of a lithium ion research and development center in Spain.

28. “Spanish Loan” means any loan provided from the Spanish government.

29. “Supplemental Motion” means *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] filed on September 19, 2017.

30. “Third Party Advisor” means any person that Exide has hired, retained, or otherwise employed or anticipates hiring, retaining, or otherwise employing with regard to the Spanish IP Initiative, the Spanish IP Funding, and/or a preparation of an Application, including, without limitation, Deloitte.

31. “Trustee” means Peter Kravitz, in his capacity as trustee of the Exide Creditors’ Liquidating Trust created pursuant to the Plan and his affiliates, officers, directors, employees, agents, legal counsel or any other person acting or purporting to act on his behalf, including but not limited to Guggenheim and Dolin.

32. The term “you,” “your” or “yours” as used herein means and includes the GUC Trust and Trustee.

II. Instructions

1. Pursuant to Rule 30(b)(6) of the Federal Rules, made applicable in bankruptcy cases pursuant to Rule 7030 of the Bankruptcy Rules and Rule 9014 of the

Bankruptcy Rules, the Trust is directed to designate the person or persons most knowledgeable to testify on its behalf regarding the subject matters listed below (Topics of Examination).

2. The Trust shall set forth, for each person designated, the matters on which the person will testify.

3. The person(s) so designated shall testify as to matters known or reasonably available to the Trust.

4. If the Trust designates more than one person to testify concerning the subject matters listed in Section III below, then the deposition of such additional designees shall proceed consecutively after the conclusion of each deposition unless otherwise agreed.

5. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Topic of Examination.

6. Each Definition, Instruction and Topic of Examination herein shall be construed independently and not with reference to any other Definition, Instruction or Topic of Examination for the purposes of limitation.

7. If the meaning of any term in any Topic of Examination herein is unclear to you, without waiver of the right to seek a full and complete response to the Topic of Examination, you shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Topic of Examination according to the assumed meaning.

8. “Including” shall not be construed to limit the scope of any Topic of Examination.

9. Whenever necessary to bring within the scope of a Topic of Examination documents or information that might otherwise be construed to be outside its scope

(a) The use of a verb in any tense shall be construed as the use of that verb in all other tenses;

(b) The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;

(c) The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and

(d) The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

10. Each paragraph, subparagraph, clause, and word therein should be construed independently and not by reference to any other paragraph, subparagraph, clause or word herein for purposes of limitation.

III. Topics of Examination

1. Your acts, efforts, consideration of, or the like with respect to IP Transactions.
2. Your acts, efforts, consideration of, or the like with respect to the Spanish IP Initiative.
3. Your understanding of the value of the Spanish IP Initiative.
4. Your understanding of the viability of the Spanish IP Initiative.
5. Your consideration and understanding of and/or efforts to develop or prepare an Application.
6. Your consideration of and/or efforts to use, sell, license, transfer or otherwise monetize Intellectual Property or effectuate IP Transactions, whether or not related to the Spanish IP Initiative.
7. Your consideration and understanding of Exide's efforts to develop any existing or potential manufacturing or research project or facility, including, without limitation, the Azuqueca Facility.
8. Your understanding of whether any portion or combination of Spanish IP Funding constitutes an IP Transaction.
9. Your statements and positions in the May 2017 Letter.
10. Your understanding of the June 2017 Letter.
11. Your consideration and understanding of the GUC Trust June 1, 2017 presentation titled "Discussion Materials – Spain IP Monetization Project".
12. Your statements and positions in the Motions.
13. Your understanding of Exide's hiring, retaining, or otherwise employing a Third Party Advisor.
14. The CDTI Application.
15. The parties' rights and obligations under the GUC Trust Settlement, Plan and Services Agreement with respect to IP Transactions.
16. The term, termination and/or expiration of the parties' rights and obligations under the GUC Trust Settlement, Plan and Services Agreement with respect to IP Transactions.
17. Your communications with Guggenheim, Dolin, Exide, Enrique Navarro Gil, Francisco Javier Rosell Perez and/or others regarding these Topics Of Examination.