

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)

:

Reorganized Debtor.¹ :

: **Related Docket Nos. 3097, 3409, 3382,**

: **3423**

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**CERTIFICATION OF COUNSEL IN SUPPORT OF ENTRY OF
STIPULATION BY AND BETWEEN THE REORGANIZED DEBTOR
AND AT&T SERVICES, INC. AND ITS AFFILIATES RESOLVING (I)
LIMITED OBJECTION OF AT&T SERVICES, INC. AND ITS
AFFILIATED ENTITIES TO NOTICE OF PROPOSED ASSUMPTION,
OR ASSUMPTION AND ASSIGNMENT, AS APPLICABLE AND
PROPOSED CURE (II) THE ASSUMPTION OF
THE AT&T CONTRACTS, AND (III) CLAIMS RELATED THERETO**

The undersigned counsel for the above-captioned reorganized debtor ("Exide" or the "Reorganized Debtor") hereby certifies as follows:

On March 25, 2015, AT&T Services, Inc. and its affiliated entities (collectively "AT&T") filed the Limited Objection Of AT&T Services, Inc. And Its Affiliated Entities To Notice Of Proposed Assumption, Or Assumption And Assignment, As Applicable And Proposed Cure (Docket No. 3382) (the "Cure Objection").

To resolve the Cure Objection, the assumption of the AT&T contracts, and claims related thereto, the parties have agreed to enter the stipulation attached as Exhibit A (the "Stipulation") to the proposed form of order (the "Order") attached hereto as Exhibit 1.

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

The Stipulation was circulated to, reviewed by, and consented to by counsel for the Reorganized Debtor and counsel for AT&T.

Accordingly, it is respectfully requested that the Court enter the proposed order approving the Stipulation attached hereto as Exhibit 1 at its earliest convenience.

Dated: January 12, 2018

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Special Conflicts Counsel for the Reorganized Debtor

EXHIBIT 1

PROPOSED ORDER

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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Reorganized Debtor.¹ :

: **Related Docket Nos. 3097, 3409, 3382, 3423**

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ORDER APPROVING STIPULATION BY AND BETWEEN THE REORGANIZED DEBTOR AND AT&T SERVICES, INC. AND ITS AFFILIATES RESOLVING (I) LIMITED OBJECTION OF AT&T SERVICES, INC. AND ITS AFFILIATED ENTITIES TO NOTICE OF PROPOSED ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, AS APPLICABLE AND PROPOSED CURE, (II) THE ASSUMPTION OF THE AT&T CONTRACTS, AND (III) CLAIMS RELATED THERETO

Upon consideration of the Stipulation By And Between The Reorganized Debtor And AT&T Services, Inc. And Its Affiliates Resolving the (I) Limited Objection Of AT&T Services, Inc. And Its Affiliated Entities To Notice Of Proposed Assumption, Or Assumption And Assignment, As Applicable And Proposed Cure, (II) The Assumption Of The AT&T Contracts, and (III) Claims Related Thereto (the "Stipulation"),² attached hereto as Exhibit A; and the Court having determined that good and adequate cause exists for approval of the Stipulation; and the Court having determined that no further notice of the Stipulation must be given;

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.

² Unless otherwise defined herein, capitalized terms in this Order shall have the meaning ascribed in the Stipulation.

IT IS HEREBY ORDERED that the Stipulation is approved in its entirety and entered as an order of this Court.

So Ordered in Wilmington, Delaware, this ____ day of January, 2018.

The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

PROPOSED STIPULATION

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)

:

Reorganized Debtor.¹ :

: **Related Docket Nos. 3097, 3409, 3382, 3423**

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STIPULATION BY AND BETWEEN THE REORGANIZED DEBTOR AND AT&T SERVICES, INC. AND ITS AFFILIATES RESOLVING (I) LIMITED OBJECTION OF AT&T SERVICES, INC. AND ITS AFFILIATED ENTITIES TO NOTICE OF PROPOSED ASSUMPTION, OR ASSUMPTION AND ASSIGNMENT, AS APPLICABLE AND PROPOSED CURE, (II) THE ASSUMPTION OF THE AT&T CONTRACTS, AND (III) CLAIMS RELATED THERETO

Exide Technologies, the reorganized debtor in the above-captioned case (“Exide” or the “Reorganized Debtor”), and AT&T Services, Inc. and its affiliates (collectively “AT&T,” and together with the Reorganized Debtor, the “Parties”) respectfully submit this proposed stipulation (“Stipulation”) resolving (i) the Limited Objection Of AT&T Services, Inc. And Its Affiliated Entities To Notice Of Proposed Assumption, Or Assumption And Assignment, As Applicable And Proposed Cure (Docket No. 3382), (ii) the assumption of the AT&T Contracts (as defined below), and (iii) claims related thereto.

RECITALS

WHEREAS, on June 10, 2013 (the “Petition Date”), Exide, the former debtor and debtor-in-possession in the above captioned cases filed a voluntary petition for relief under

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

chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, as set forth on Exhibit 1, attached hereto, Exide entered into certain contracts with AT&T (collectively, the “AT&T Contracts”);

WHEREAS on or about August 28, 2013 AT&T Mobility II LLC filed proof of claim number 571 asserting pre-petition claims in the amount of \$45,486.13 (the “AT&T Mobility Claim”). The AT&T Mobility Claim is not related to the AT&T Contracts;

WHEREAS, on October 31, 2013, AT&T timely filed proof of claim number 2771 asserting prepetition claims related to the AT&T Contracts (“Claim 2771”);

WHEREAS on February 4, 2015, the Bankruptcy Court entered an Order (A) Approving the Adequacy of the Debtor’s Disclosure Statement with Respect to the Plan of Reorganization of Exide Technologies; (B) Approving Solicitation and Notice Procedures with Respect to Confirmation of the Debtor’s Proposed Plan of Reorganization; (C) Approving the Form of Various Ballots and Notices in Connection Therewith; and (D) Scheduling Certain Dates with Respect Thereto (Docket No. 3092) (the “Solicitation Procedures Order”). The Solicitation Procedures Order, among other things, (a) approved the adequacy of the Second Amended Disclosure Statement With Respect to the Second Amended Plan of Reorganization of Exide Technologies (Docket No. 3095) (the “Disclosure Statement”) and (b) authorized Exide to solicit acceptances or rejections of the Fourth Amended Plan of Reorganization of Exide Technologies (the “Plan”);

WHEREAS on March 4, 2015, the Debtor filed the Plan Supplement for the Plan of Reorganization of Exide Technologies, which, among other things, listed the total cure for the AT&T Contracts, as \$0.00;

WHEREAS on March 25, 2015, AT&T timely filed the Cure Objection reserving its rights with respect to cure of defaults under the AT&T Contracts;

WHEREAS on March 27, 2015, the Bankruptcy Court entered the Findings of Fact, Conclusions of Law and Order Confirming Fourth Amended Plan of Reorganization of Exide Technologies (Docket No. 3423) (the "Confirmation Order"), which, among other things, confirmed the Plan;

WHEREAS on April 30, 2015, the Debtor substantially consummated the Plan (the "Effective Date") and emerged from chapter 11 as a reorganized company;

WHEREAS, on June 1, 2015, AT&T filed a protective claim for potential damages arising from the possible rejection of the AT&T Contracts ("Claim 4126") ;

WHEREAS, on June 1, 2015, AT&T filed proof of administrative expense claim number 4127 ("Claim 4127," and together with Claim 2771 and Claim 4126, the "AT&T Contract Claims") asserting a protective administrative claim with respect to alleged amounts owed under the AT&T Contracts;

WHEREAS, in its Cure Objection and the AT&T Contract Claims, AT&T acknowledged it was not aware of any liquidated or matured claims existing under the AT&T Contracts, but reserved its rights with respect to any unliquidated or contingent claims existing or potentially existing under the AT&T Contracts, including, without limitation, any contingent or unliquidated claims relating to warranty and indemnity rights and credits under a certain Master Supplier Agreement effective October 30, 2006, as amended, and a certain Buying Group Agreement effective May 10, 2013;

WHEREAS, pursuant to paragraph 29 the Confirmation Order, the AT&T Contracts were scheduled for assumption, but were neither assumed nor rejected unless the Parties reached a

consensual resolution or, absent such a resolution, the Bankruptcy Court resolved such disputes upon notice and a hearing as set forth in the Confirmation Order;

WHEREAS, the procedures under Article IX of the Plan permit the Reorganized Debtor and parties to executory contracts listed on Exhibit 9.1-2 of the Plan to reach consensual resolution of cure disputes;

WHEREAS, to resolve the Cure Objection, Claim 2771, Claim 4126, Claim 4127, and any claims related thereto, the Reorganized Debtor and AT&T entered into this Stipulation, pursuant to which the Parties agreed that the Reorganized Debtor shall pay AT&T an amount of \$0.00 (the "Cure Amount"), which shall be in full satisfaction of any and all monetary and non-monetary defaults under the AT&T Contracts as of the date of entry of this Stipulation (the "Settlement Date"); and

WHEREAS, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, stipulate and agree as follows, subject to Bankruptcy Court approval:

STIPULATION

1. The AT&T Contracts, as set forth on Exhibit 1 are deemed assumed pursuant to this Stipulation and the Confirmation Order. Such assumption is effective as of the Effective Date of the Plan.
2. Exide and AT&T agree that the Reorganized Debtors shall pay \$0.00 in full satisfaction of any and all monetary and non-monetary defaults under the AT&T Contracts as of the Settlement Date, pursuant to section 365 of the Bankruptcy Code.
3. Claim 2771, Claim 4126, and Claim 4127 are hereby disallowed and expunged, provided, however, that AT&T's rights with respect to any and all claims against the Reorganized

Debtor under the AT&T Contracts that arise on or after the Settlement Date, or which are contingent or unliquidated as of the Settlement Date (such claims arising after the Settlement Date, together with contingent and unliquidated claims existing as of the Settlement Date, the “AT&T Post-Settlement Date Claims”), are fully preserved. provided further, however, that any and all of the Reorganized Debtor’s rights to object to or otherwise contest the AT&T Post-Settlement Date Claims are also fully preserved. In the event disputes arise concerning the AT&T Post-Settlement Date Claims, either Party may bring an action in any court of competent jurisdiction in accordance with the AT&T Contracts and applicable law to resolve such disputes.

4. Subject to and in accordance with the foregoing paragraphs 2 and 3, the Cure Objection is hereby withdrawn in its entirety.

5. For the avoidance of doubt nothing herein shall prejudice or otherwise affect the AT&T Mobility Claim or other claim of AT&T that is not a claim related to the AT&T Contracts (“Other AT&T Claims”), and all of the Parties’ rights and defenses are reserved with respect to the AT&T Mobility Claim and Other AT&T Claims.

6. Nothing herein shall be construed as an admission of liability on behalf of the Reorganized Debtor or Debtor with respect to any portion of Claim 2771, Claim 4126, Claim 4127, the AT&T Mobility Claim, or Other AT&T Claims.

7. The Bankruptcy Court shall retain original and exclusive jurisdiction over the interpretation and enforcement of this Stipulation, and each of the Parties hereby consent to such jurisdiction and covenant not to bring any action regarding the interpretation or enforcement of this Stipulation in any other forum.

8. The Parties represent and acknowledge that, in executing the Stipulation, they do not rely and have not relied upon any representation or statement made by any Party or any of their

agents, shareholders, representatives or attorneys, with regard to the subject matter, basis or effect of this Stipulation or otherwise, other than as specifically stated in this Stipulation.

9. The Parties further declare that, in making this Stipulation, they rely entirely upon their own judgment, beliefs and interest and, if they have chosen to consult with counsel, on the advice of their counsel (for whose expense each shall be solely responsible) and that they have had a reasonable period of time to consider this Stipulation.

10. The language of all parts of this Stipulation shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

11. In the event any portion of this Stipulation is held illegal, void, unenforceable or ineffective, this Stipulation shall terminate unless both Parties are able to arrive at an accommodation that preserves for the Parties the benefits and obligations of the offending provision. Both Parties agree to use their reasonable efforts to arrive at such an accommodation.

12. This Stipulation sets forth the entire agreement by and between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof. No modification of this Stipulation shall be binding or enforceable unless in writing and signed by the Parties. This Stipulation shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators and assigns.

13. This Stipulation shall be deemed to have been entered into in the State of Delaware, and its construction, interpretation, and the remedies for its enforcement shall be governed in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

14. The Parties understand and agree that each Party will bear its own respective attorneys' fees and costs involved with this Stipulation.

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John Guzzardo

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Counsel for AT&T Services, Inc. and Its Affiliates.

Exhibit 1Assumed AT&T Contracts

Counterparty	Counterparty Address	Agreement Description	Cure Amount
AT&T Services, Inc.	Attn.: Legal Department One AT&T Way Bedminster, NJ 07921	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto. Contract Dated: 9/6/2012.	\$0.00
AT&T Services, Inc.	Attn.: Director --Contracting & Sourcing 1277 Lenox Park Boulevard, 7 th Floor Atlanta, GA 30319	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto. Contract Dated: 5/3/2013.	\$0.00
Cingular Wireless LLC	Attn.: Senior Contract Manager for Supplier's Account 5565 Glenridge Connector Atlanta, GA 30342	Master Supplier Agreement, and any related amendments, modifications, renewals, and extensions thereto. Contract Effective Date: 10/30/2006.	\$0.00
Cricket Communications, Inc.	Attn.: Legal Department; Attn.: Procurement 5887 Copley Drive San Diego, CA 92111	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto. Contract Effective Date: 2/17/2011.	\$0.00