

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
EXIDE TECHNOLOGIES,	)	
	)	Case No. 13-11482 (KJC)
Reorganized Debtor.	)	
	)	Related Docket No. 4435, 4481, <sup>5027</sup>
	)	

**ORDER APPROVING STIPULATION BETWEEN  
REORGANIZED DEBTOR AND TANNOR PARTNERS CREDIT FUNDS, L.P.  
RESOLVING CLAIM NOS. 657, 691, 1167 & 2063**

Upon consideration of the *Stipulation Between Reorganized Debtor and Tannor Partners Credit Funds, L.P. Resolving Claim Nos. 657, 691, 1167 & 2063* (the "Stipulation"), a copy of which is attached as **Exhibit A** to this Order; and due and proper notice of the Stipulation having been given; and after due deliberation and it appearing that sufficient cause exists to approve the Stipulation;

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved; and
2. This Court shall retain jurisdiction to hear and determine all matters

arising from the implementation of this Order.

Dated: May 22, 2018

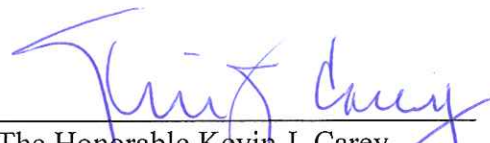
  
 \_\_\_\_\_  
 The Honorable Kevin J. Carey  
 United States Bankruptcy Judge

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

EXIDE TECHNOLOGIES,<sup>1</sup>

Reorganized Debtor.

Chapter 11

Case No. 13-11482 (KJC)

**STIPULATION BETWEEN REORGANIZED DEBTOR AND TANNOR PARTNERS  
CREDIT FUNDS, L.P. RESOLVING CLAIM NOS. 657, 691, 1167 & 2063**

Exide Technologies, the reorganized debtor in the above-captioned case (the “Reorganized Debtor”) and Tannor Partners Credit Funds, L.P. (“Claimant,” and together with the Reorganized Debtor, the “Parties”), respectfully submit this proposed stipulation and agreed order (“Stipulation”) for the resolution and allowance of Claim Nos. 657, 691, 1167 and 2063.

**RECITALS**

**A. The Bankruptcy Case**

WHEREAS, on June 10, 2013 (the “Petition Date”), Exide Technologies (the “Debtor”) filed a voluntary petition for relief under 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”) initiating the above-captioned chapter 11 case (“Case”). The Debtor operated its businesses as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

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<sup>1</sup> 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 “Creditors’ Committee”) in the Case pursuant to section 1102 of the Bankruptcy Code;

WHEREAS, on September 13, 2013, this Court entered the *Order (I) Establishing Deadlines For (A) Submitting Proofs Of Claim And (B) Requests For Payment Under Bankruptcy Code Section 503(b)(9), (II) Approving The Form And Manner For Submitting Such Proofs Of Claim And Requests For Payment, And (III) Approving Notice Thereof* [Docket No. 696] (the “Bar Date Order”), which established October 31, 2013 as the General Bar Date;

WHEREAS, on March 27, 2015, the Bankruptcy Court entered an order (“Confirmation Order”) confirming the Fourth Amended Plan of Reorganization of Exide Technologies [Docket No. 3423] (the “Plan”);<sup>2</sup>

WHEREAS, on April 30, 2015, the Debtor substantially consummated the Plan (“Effective Date”), and the Debtor emerged from chapter 11 as the Reorganized Debtor. Pursuant to Article 15.8 of the Plan, the Creditors’ Committee was dissolved on the Effective Date and Peter Kravitz of Province Inc. was appointed as GUC Trust Trustee;

## **B. The Tannor Assigned Claims**

### **A. Claim No. 657**

WHEREAS, on September 10, 2013, Claimant, as assignee for Clark’s Tool – Claycomo (“Clark”), filed a proof of claim designated as Claim No. 657 wherein Claimant asserts an administrative 503(b)(9) claim in the amount of \$8,488.08 against the Debtor relating to goods sold (the “Clark Assigned Claim”);

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<sup>2</sup> Capitalized terms not defined herein shall have the definitions ascribed to them in the Plan.

WHEREAS, on July 31, 2015, the Reorganized Debtor filed the *Reorganized Debtor's (Substantive) Twenty-First Omnibus Objection Pursuant To Bankruptcy Code Section 502(b), Bankruptcy Rule 3007, And Local Rule 3007-1 To Certain (A) Misclassified Claims, (B) Reduce and Allow Claims, (C) Previously Discharged Claims, And (D) No Liability Claims* [Docket No. 4435] (the "Twenty-First Omnibus Claims Objection");

WHEREAS, in the Twenty-First Omnibus Claims Objection, the Reorganized Debtor asserted that Exide had no liability for the Clark Assigned Claim because Claimant failed to provide a valid transfer of claim;

WHEREAS, in response to the Twenty-First Omnibus Claims Objection ("Response"), Claimant provided the Reorganized Debtor with evidence that the Clark Assigned Claim was transferred to Claimant prior to the filing of the Clark Assigned Claim;

WHEREAS, the Parties have conferred and have agreed to the allowance of the Clark Assigned Claim as an administrative 503(b)(9) claim in the amount of \$8,488.08;

***B. Claim No. 661***

WHEREAS, on September 16, 2013, Claimant filed the *Evidence of Transfer of Claim* [Docket No. 706], which evidenced a partial transfer of all rights title and interest in the administrative expense claim of Nickelson Industrial ("Nickelson") in the principal amount of not less than \$3,004.40 (the "Nickelson Evidence of Transfer");

WHEREAS, on September 18, 2013, Claimant, as assignee for Nickelson, filed a proof of claim designated as Claim No. 661 wherein Claimant asserts an administrative 503(b)(9) claim in the amount of \$3,004.40 against the Debtor relating to goods sold (the "Claim 661");

WHEREAS, on September 23, 2013, Claimant, as assignee for Nickelson, filed a proof of claim designated as Claim No. 691 wherein Claimant asserts an administrative 503(b)(9) claim

in the amount of \$4,762.64 against the Debtor relating to goods sold (the "Nickelson Assigned Claim"). The Nickelson Assigned Claim replaced Claim 661;

WHEREAS, on December 23, 2013, the Debtor filed the *Debtor's (Non-Substantive) First Omnibus Objection Pursuant To Bankruptcy Code Section 502(b), Bankruptcy Rule 3007, And Local Rule 3007-1 To Certain (I) Amended and Superseded Claims and (II) Duplicate Claims* [Docket No. 1184] (the "First Omnibus Claims Objection");

WHEREAS, in the First Omnibus Claims Objection, the Debtor sought to disallow Claim 661 because it was amended and superseded by the Nickelson Assigned Claim;

WHEREAS, on January 27, 2014, the Court entered the *Order Sustaining Debtor's (Non-Substantive) First Omnibus Objection Pursuant To Bankruptcy Code Section 502(b), Bankruptcy Rule 3007, And Local Rule 3007-1 To Certain (I) Amended and Superseded Claims and (II) Duplicate Claims* [Docket No. 1265] disallowing Claim 661;

WHEREAS, in the Twenty-First Omnibus Claims Objection, the Reorganized Debtor asserted that the Nickelson Assigned Claim must be reduced from \$4,762.64 to \$3,004.40 because one of the supporting invoices was not transferred to Claimant.

WHEREAS, in the Response, Claimant provided evidence that the Nickelson Evidence of Transfer had been amended to show that Nickelson subsequently assigned its full administrative claim in the amount of \$4,762.64 under § 503(b)(9) of the Bankruptcy Code to Claimant;

WHEREAS, the Parties have conferred and have agreed to the allowance the Nickelson Assigned Claim as an administrative 503(b)(9) claim in the amount of \$4,762.64;

*C. Claim Nos. 1167 and 2063*

WHEREAS, on October 11, 2013, Hydrite Chemical Co. (“Hydrite”), filed a proof of claim designated as Claim No. 1167 wherein Hydrite asserts a general unsecured claim in the amount of \$20,522.62 against the Debtor relating to goods sold (“Claim 1167”);

WHEREAS, on October 28, 2013, Claimant, as assignee for Hydrite, filed a proof of claim designated as Claim No. 2063 wherein Claimant asserts an administrative 503(b)(9) claim in the amount of \$20,522.62 against the Debtor relating to goods sold (the “Hydrite Assigned Claim” and together with the Clark Assigned Claim and the Nickelson Assigned Claim, the “Assigned Administrative Claims”). The Hydrite Assigned Claim amended Claim 1167;

WHEREAS, in the Twenty-First Omnibus Claims Objection, the Reorganized Debtor asserted that Exide had no liability for the Hydrite Assigned Claim because Claimant failed to provide a valid transfer of claim;

WHEREAS, on March 6, 2018, Claimant filed the *Evidence of Transfer of Claim* [Docket No. 4994] (the “Hydrite Evidence of Transfer”), which evidenced the transfer of all Hydrite’s rights, title and interest in Claim 1167 to Claimant;

WHEREAS, no party timely objected to the Hydrite Evidence of Transfer;

WHEREAS, the Parties have conferred and have agreed to (i) the allowance of the Hydrite Assigned Claim as an administrative 503(b)(9) claim in the amount of \$20,522.62 and (ii) the disallowance of Claim 1167; and

WHEREAS, each of the Parties agrees to bear its own costs and expenses, including attorneys’ fees, arising out of the matters related to the Assigned Administrative Claims and this Stipulation.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is stipulated and agreed to by and between the Parties, as follows:

**STIPULATION**

1. The recitals and paragraphs set forth above are hereby incorporated in full, and made a part of, this Stipulation.
2. Claim No. 657, the Clark Assigned Claim, is allowed as an administrative claim under § 503(b)(9) of the Bankruptcy Code in the amount of Eight Thousand Four Hundred Eighty-Eight Dollars and Eight Cents (\$8,488.08), which shall be paid in accordance with the Plan in full and final satisfaction of Claim No. 657.
3. Claim No. 691, the Nickelson Assigned Claim, is allowed as an administrative claim under § 503(b)(9) of the Bankruptcy Code in the amount of Four Thousand Seven Hundred Sixty-Two Dollars and Sixty-four Cents (\$4,762.64), which shall be paid in accordance with the Plan in full and final satisfaction of Claim No. 691.
4. Claim No. 2063, the Hydrite Assigned Claim, is allowed as an administrative claim under § 503(b)(9) of the Bankruptcy Code in the amount of Twenty Thousand Five Hundred Twenty-Two Dollars and Sixty-two Cents (\$20,522.62), which shall be paid in accordance with the Plan in full and final satisfaction of Claim No. 2063.
5. Claim 1167, as amended and superseded by the Hydrite Assigned Claim, is disallowed.
6. Any other claim held, asserted or assertable by Claimant as assignee of either Clark, Nickelson, or Hydrite against the Debtor, its estate, the Reorganized Debtor, or the GUC Trust as of the Effective Date, is hereby released, expunged and discharged.



7. Claimant agrees to indemnify and hold harmless the Reorganized Debtor from and against any and all claims, demands, losses, damages and costs, including, but not limited to, attorney fees incurred by the Reorganized Debtor arising from or relating to the Assigned Administrative Claims.

8. Nothing in this Stipulation or in the Reorganized Debtor's allowance of the Assigned Administrative Claims modifies, or is meant to modify, any of the terms of the Plan. In the event of any conflict between this Stipulation and the Plan, the provisions of the Plan will control.

9. Neither this Stipulation and Agreed Order nor any negotiations and writings in connection with this Stipulation and Agreed Order shall in any way be construed as or deemed to be evidence of or an admission on behalf of any party regarding any claim or right that such party may have against the other party.

10. This Stipulation constitutes the entire agreement between the Parties and supersedes any prior negotiations and agreements between the Parties, whether written or oral, concerning the subject matter hereof. This Stipulation may not be modified except in writing duly executed by the Parties or their authorized representatives.

11. This Stipulation shall inure to the benefit of the Parties hereto and their predecessors, successors, assigns and affiliates.

12. Each Party to this Stipulation represents and warrants that: (a) he, she, or it has the necessary power and authority to execute and deliver this Agreement, individually or in the capacity in which such Party executes this Stipulation; and (b) this Stipulation (i) has been approved by all proper corporate and other organizational authority required for such Stipulation,

and (ii) constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms and conditions.

13. The terms and provisions of this Stipulation shall be deemed severable, so that if any term or provision herein is deemed invalid or unenforceable, that term or provision shall be deemed deleted or modified so as to be valid and enforceable to the fullest extent permitted by applicable law.

14. The Parties hereby agree and acknowledge that they have each had a full opportunity to consult with any individual or entity and to review any materials that it desired to review in connection with the consideration and evaluation of this Stipulation. The Parties represent and acknowledge that, in executing this 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. The Parties further acknowledge that, in making this Stipulation, they rely entirely upon their own judgment, beliefs and interest and the advice of their counsel (where applicable and for whose expense each shall be solely responsible) and that they have had a reasonable period of time to consider this Stipulation. The Parties agree that each Party has reviewed this Stipulation and that each fully understands and voluntarily accepts all the provisions contained in this Stipulation. This Stipulation, therefore, shall not be construed against any Party on the basis that the Party was the drafter.

15. The Parties acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties with respect to this Stipulation.

16. This Stipulation may be executed in any number of counterparts and by facsimile or electronic transmission, each of which shall be an original, with the same effect as if the signatures hereto were upon the same document.

AGREED TO AND APPROVED:

Dated: May14, 2018

*/s/ Allen J. Guon*

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- and -

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