

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)

D. I. 5110

ORDER APPROVING STIPULATION BETWEEN  
REORGANIZED DEBTOR AND BARR ENGINEERING COMPANY  
RESOLVING CLAIM NO. 1728

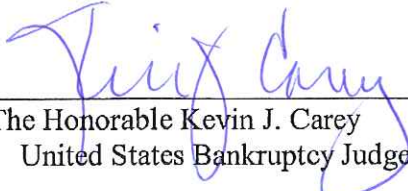
Upon consideration of the *Stipulation Between Reorganized Debtor and Barr Engineering Co. Resolving Claim No. 1728* (the "Stipulation"), a copy of which is attached as Exhibit A to this Order; and due and proper notice of the Stipulation having been given; and after due deliberation and it appearing 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: December 19, 2018

  
The Honorable Kevin J. Carey  
United States Bankruptcy Judge

<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.

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 BARR  
ENGINEERING COMPANY RESOLVING CLAIM NO. 1728**

Exide Technologies, the reorganized debtor in the above-captioned case (the "Reorganized Debtor") and Barr Engineering Co. ("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 No. 1728.

**RECITALS**

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;

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;

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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 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;

WHEREAS, on October 22, 2013, Claimant filed a proof of claim designated as Claim No. 1728 (the "Claim") asserting a secured claim in the amount of \$181,926.82, plus an unsecured claim in the amount of \$1,234.50, for engineering services performed at Exide's facility located at 25102 Holt Road, Forest City, Missouri;

WHEREAS, the Reorganized Debtor disputes that the full amount of the Claim is secured, but does not dispute the amount of the Claim.

WHEREAS, the Parties have conferred and have agreed that the Claim should be reclassified and allowed as a secured claim in the amount of \$9,875.00 and as a general unsecured claim in the amount of \$173,286.32.

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

WHEREAS, each of the Parties agree to bear their own costs and expenses, including attorneys' fees, arising out of the matters related to the Claim and this Stipulation.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, 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. The Claim (i.e., Claim No. 1728) is hereby (a) allowed as a Class B – Other Secured Claim in the fixed amount of \$9,875.00 (the “Allowed Secured Claim”) and (b) reclassified and allowed as a Class D - General Unsecured Claim in the fixed amount of \$173,286.32 (the “Allowed Unsecured Claim,” and together with the Allowed Secured Claim, the “Allowed Claims”).
3. This Stipulation fully and finally resolves Claim No. 1728.
4. Except for the Allowed Claims, Claimant hereby waives and is forever barred, estopped, and enjoined from asserting any pre-Effective Date claims against the (a) Debtor and its property, (b) Reorganized Debtor and its property, and (c) the GUC Trust and its property. Likewise, on receipt of the releases of lien described in paragraph 5 herein, the Debtor and Reorganized Debtor hereby waive and are forever barred, estopped, and enjoined from asserting any pre-Effective Date claims against Claimant.
5. Within fourteen (14) days of Exide's payment of the Allowed Secured Claim, Barr Engineering will provide to counsel for Reorganized Debtor, Joseph L. Cohen, the original, executed releases of any lien claims filed or recorded against any

property of the Debtor or Reorganized Debtor, including but not limited to the four mechanic's lien claims filed with the Circuit Clerk of Holt County, Missouri that are appended to the proof of claim.

6. Nothing in this Stipulation or in the Reorganized Debtor's allowance of the Claim 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.

7. Neither this Stipulation nor any negotiations and writings in connection with this Stipulation 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.

8. 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.

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

10. Each of the Parties 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.

11. 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.

12. 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.

13. 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.

14. 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: December 17, 2018

/s/ Allen J. Guon

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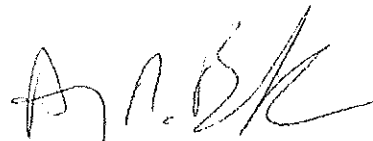
*Counsel for Reorganized Debtor*

- and -

/s/ James E. O'Neill

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