

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

In re:)	
)	Chapter 11
EXIDE TECHNOLOGIES,)	
)	Case No. 13-11482 (MFW)
Reorganized Debtor.)	
)	Related Docket Nos. 3409, 3423, 3567
)	

**CERTIFICATION OF COUNSEL REGARDING PROPOSED ORDER
RESOLVING (I) ASSUMPTION AND CURE OF BOSCH RELATED
CONTRACTS, (II) PROOFS OF CLAIM NUMBERS 2782 AND 3979,
AND (III) ANY CLAIMS RELATED THERETO**

The undersigned hereby certifies the following:

1. On June 10, 2013 (the "Petition Date"), Exide Technologies, the reorganized debtor in the above-captioned case (the "Reorganized Debtor") filed a voluntary petition under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").
2. Robert Bosch LLC, and its affiliates Robert Bosch GMBH, Robert Bosch Limitada, and Robert Bosch Ltda (jointly "Bosch") submitted an informal cure objection to the assumption of certain Bosch related contracts (the "Cure Objection").
3. To resolve the Cure Objection, the assumption of the Bosch related contracts, and any claims related thereto, the parties have agreed to enter the Stipulation, attached hereto as Exhibit A to the proposed form of order (the "Proposed Order") attached hereto as Exhibit 1.

4. The Stipulation was circulated to, reviewed by, and consented to by counsel for the Reorganized Debtor and counsel for Bosch.

5. Accordingly, the Reorganized Debtor respectfully requests entry of the Proposed Order at the Court's earliest convenience.

Dated: August 9, 2019

Fox Rothschild LLP
Robert M. Fishman
Allen J. Guon
321 N. Clark Street, Suite 1600
Chicago, IL 60654
Telephone: (312) 517-9200
Facsimile: (312) 517-9201
Email: aguon@foxrothschild.com

Counsel for the Reorganized Debtor

-and-

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

Laura Davis Jones (Bar No. 2436)
James E. O'Neill (Bar No. 4042)
919 N. Market Street, 17th Floor
Wilmington, DE 19801
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: ljones@pszjlaw.com
joneill@pszjlaw.com

Special Conflicts Counsel for the Reorganized Debtor

EXHIBIT 1

PROPOSED ORDER

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

In re:)
) Chapter 11
EXIDE TECHNOLOGIES,)
) Case No. 13-11482 (MFW)
Reorganized Debtor.)
) **Related Docket Nos. 3409, 3423, 3567**
)

**ORDER APPROVING STIPULATION RESOLVING (I) ASSUMPTION AND CURE OF
BOSCH RELATED CONTRACTS, (II) PROOFS OF CLAIM NUMBERS 2782 AND 3979,
AND (III) ANY CLAIMS RELATED THERETO**

Upon consideration of the Stipulation Resolving (I) Assumption And Cure Of Bosch Related Contracts, (II) Proofs Of Claim Numbers 2782 And 3979, And (III) Claims Related Thereto (the "Stipulation"), attached hereto 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.

EXHIBIT A

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

In re:)
) Chapter 11
EXIDE TECHNOLOGIES,)
) Case No. 13-11482 (MFW)
Reorganized Debtor.)
) **Related Docket Nos. 3409, 3423, 3567**
)

**STIPULATION RESOLVING (I) ASSUMPTION AND CURE OF BOSCH RELATED
CONTRACTS, (II) PROOFS OF CLAIM NUMBERS 2782 AND 3979,
AND (III) ANY CLAIMS RELATED THERETO**

Exide Technologies, the reorganized debtor in the above-captioned case (“Exide” or the “Reorganized Debtor”), and Robert Bosch LLC, and its affiliates Robert Bosch GMBH, Robert Bosch Limitada, and Robert Bosch Ltda (jointly “Bosch” and together with the Reorganized Debtor, the “Parties”), respectfully submit this proposed stipulation and agreed order (the “Stipulation”) resolving (i) Bosch’s informal cure objection with respect to certain Bosch related contracts (the “Cure Objection”), (ii) proofs of claim numbers 2782 and 3979, and (iii) any claims related thereto.

RECITALS

WHEREAS, on June 10, 2013 (the “Petition Date”), Exide Technologies, the former debtor and debtor-in-possession in the above captioned cases (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”).

WHEREAS, as set forth on Exhibit 1, attached hereto, Exide entered into certain contracts with Bosch (collectively, the “Bosch Contracts”).

WHEREAS, on October 31, 2013, Robert Bosch LLC, filed proof of claim number 2782 (“Claim 2782”) asserting among other things, that Bosch is entitled to receive certain post-petition rebates, marketing allowances, offsets, credits, and other consideration (collectively, the “Credits”) allegedly owed with respect to a certain Bosch Contract, entered into March 1, 2008, and subsequently amended from time to time (the “Private Label Supply Agreement”).

WHEREAS, on June 17, 2014, Charles A. Lieupo filed a complaint, Charles A. Lieupo, Plaintiff, vs. Simons Trucking, Inc., an Iowa corporation, Robert Bosch, LLC, a Delaware corporation, Exide Technologies, Inc., a Delaware corporation and Florida Department of Highway Safety and Motor Vehicles Division of the Florida Highway Patrol, an agency of the State of Florida, Defendants (the “Lieupo Complaint”) in the Circuit Court of the Third Judicial Circuit in and for Hamilton County, Florida, Case No. 2014 CA-000051 (the “Lieupo State Action”).

WHEREAS, on October 29, 2014, Bosch filed proof of claim number 3979 (“Claim 3979”) asserting among other things, that Exide owed certain indemnification obligations to Bosch with respect to Lieupo State Action. The Debtor agreed not to object to Claim 3979 as being filed untimely, but reserved any and all applicable rights to object to Claim 3979 on grounds other than timelines.

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 Bosch Contracts, as \$0.00.

WHEREAS Bosch asserted the Cure Objection and the Debtor agreed to list the Bosch contracts disputed.

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, pursuant to paragraph 34 the Confirmation Order, the Bosch 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 on April 30, 2015, the Debtor substantially consummated the Plan (the "Effective Date"). The Reorganized Debtor has emerged from chapter 11 as Exide Technologies.

WHEREAS, to resolve the Cure Objection, Claim 2782, Claim 3979, and any claims related thereto, the Reorganized Debtor and Bosch entered into this Stipulation, pursuant to which the Parties agree that the Reorganized Debtor will pay Bosch an amount of \$132,000.00 (the "Cure Amount") which amount will be paid in full satisfaction of any and all monetary and non-monetary defaults (except for Product Claims, as such term is defined below) under the Bosch Contracts as of December 31, 2018 (the "Settlement Date").

NOW THEREFORE, based on the foregoing, it is hereby Stipulated and Agreed to by and between the Parties as follows:

STIPULATION

1. The Bosch Contracts, as set forth on Exhibit 1 are deemed assumed pursuant to this Stipulation and the Confirmation Order.
2. Within 21 days of the entry of the Order approving this Stipulation, the Reorganized Debtor will pay Bosch the Cure Amount in full satisfaction of any and all monetary and non-monetary defaults (other than Product Claims) under the Bosch Contracts as of the Settlement Date, pursuant to section 365 of the Bankruptcy Code. For the avoidance of any doubt, the Cure Amount includes, without limitation, any and all alleged penalties or claims against the Debtor or Reorganized Debtor for purported fill-rate and on-time penalties under the Bosch Contracts, whether known or unknown, liquidated or unliquidated, contingent or absolute, accrued or not accrued, matured or not matured, determined or undetermined, determinable or otherwise, as of the Settlement Date. However, the Cure Amount does not include any past, present or future claims, liabilities, damages, costs or expenses (including without limitation reasonable attorney fees) arising out of or related to any of the following (collectively, "Product Claims"): (a) prod-

uct liability, product recall or withdrawal, defective or non-conforming product, product warranty or similar matters, including indemnification for all of the above, that are unknown to Bosch as of the date of this Stipulation; and (b) ordinary course of business warranty claims, whether known or unknown to Bosch as of the date of this Stipulation. For clarity and avoidance of doubt, nothing in this Stipulation impairs Bosch's rights against the Reorganized Debtor solely with respect to Product Claims. Bosch represents and warrants that to the best of its knowledge that there are no Product Claims (except for ordinary course of business warranty claims) or that it has any claims for fill-rate or on-time penalties as of the date of this Stipulation.

3. Claim 2782 and Claim 3979 are hereby disallowed and expunged.

4. The Cure Objection is hereby withdrawn in its entirety.

5. This Stipulation shall be interpreted in accordance with the laws of Delaware, without regard to any conflicts of laws principles.

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 2782 or Claim 3979.

7. Each person who executes this Stipulation by or on behalf of the Parties warrants and represents that such person has been duly authorized and empowered to execute and deliver this Stipulation on behalf of that Party. The Reorganized Debtor, on behalf of itself and the Debtor, and Bosch each represent and warrant that, upon approval of this Stipulation by the Bankruptcy Court, (a) this Stipulation shall be valid, binding and enforceable against the Reorganized Debtor, the Debtor and Bosch; and (b) no further approvals, consents or notices are required.

8. 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.

9. The Bankruptcy Court shall retain original and exclusive jurisdiction to adjudicate any disputes arising from or in connection with this Stipulation.

AGREED TO AND APPROVED FOR ENTRY:

Dated: August 1, 2019

/s/ Allen J. Guon

Robert M. Fishman
Allen J. Guon
FOX ROTHSCHILD LLP
321 N. Clark St., Suite #1600
Chicago, Illinois 60654
(312) 517-9200
aguon@foxrothschild.com

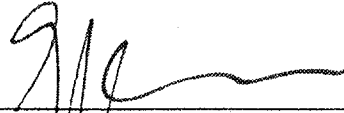
Counsel for the Reorganized Debtor

- and -

/s/ James E. O'Neill

Laura Davis Jones (Bar No. 2436)
James E. O'Neill (Bar No. 4042)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19801
(302) 652-4100
ljones@pszjlaw.com
joneill@pszjlaw.com

Special Conflicts Counsel for the Reorganized Debtor



Gordon Toering
WARNER NORCROSS + JUDD LLP
900 Fifth Third Center
111 Lyon Street NW
Grand Rapids, MI 49503-2487
(616) 752.2185
gtoering@wnj.com

Attorney for Robert Bosch LLC, and its affiliates Robert Bosch GMBH, Robert Bosch Limitada, and Robert Bosch Ltda

Exhibit 1Assumed Bosch Contracts

Counterparty	Counterparty Address	Description of Agreement(s) to be Assumed or Assumed and Assigned as Applicable	Cure Amount
ROBERT BOSCH GMBH	ROBERT-BOSCH-PLATZ 1 GERLINGEN, 70839 GERMANY	Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ROBERT BOSCH LIMITADA	PAULO ROCCA, CARLOS PULICI VIA ANHANGÜERA KM 98 CAMPINAS, SÃO PAULO, BRAZIL	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	\$0.00
ROBERT BOSCH LIMITADA	VIA ANHANGUERA, KM 98 13065-900 CAMPINAS, SAN PAULO, BRAZIL	Battery Sales, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/03/2011	\$0.00
ROBERT BOSCH LLC	DIRECTOR - PRODUCT MANAGEMENT, ENERGY SUPPLY 2800 SOUTH 25TH AVENUE BROADVIEW, IL 60155	Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2008	Set forth in Stipulation
ROBERT BOSCH LLC	ODD JOERGENRUD, WOLFGANG HOFFMANN 2800 S. 25TH AVENUE BROADVIEW, IL 60155	Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/08/2012	Set forth in Stipulation
ROBERT BOSCH LLC	P.O. BOX 4601 CAROL STREAM, IL 60197	Second Amendment to the Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/07/2014	Set forth in Stipulation
ROBERT BOSCH LTDA	C/O WARNER NORCROSS & JUDD LLP ATTN GORDON J TOERING 111 LYON ST NW STE 900 GRAND RAPIDS, MI 49503	Agreement on Fire and Environmental Protection, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	\$0.00
ROBERT BOSCH LTDA.	BOSCH SERVICE CENTER RUA BLUMENAU, 953 BAIRRO AMÉRICA CEP: 89204251 - JOINVILLE - SC BRAZIL	Warranty and Liability, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	\$0.00

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