

**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)
: :
Debtor.¹ :
: :
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SOLICITATION PROCEDURES

On February 4, 2015, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *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 “Disclosure Statement Order”) that, 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] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) filed in support of the *Second Amended Plan of Reorganization of Exide Technologies* [Docket No. 3096] (as may be further amended from time to time and including all exhibits and supplements thereto, the “Plan”) and (b) authorized the above-captioned debtor and debtor in possession (the “Debtor”) to solicit acceptances or rejections of the Plan from Holders of Impaired Claims who are (or may be) entitled to receive distributions under the Plan.²

A. The Voting Record Date and Senior Notes Voting Record Date

The Court has approved **February 4, 2015**, as the record date for purposes of determining which Holders of Claims in Classes B, D, E and F are entitled to vote on the Plan (the “Voting Record Date”) and **March 11, 2015**, as the record date for purposes of determining

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or the Disclosure Statement, as applicable. Copies of the Plan and the Disclosure Statement may be obtained by: (a) accessing the Debtor’s restructuring website at <http://www.exiderestructuringinfo.com>, (b) writing to Exide Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985; or (iii) calling the Debtor’s restructuring hotline at (888) 985-9831 within the U.S. or Canada or, outside of the U.S. or Canada, (614) 763-6120.

which Holders of Claims in Classes A1 and A2 are entitled to vote on the Plan (the “Senior Notes Voting Record Date”).

B. The Voting Deadline

The Court has approved **March 11, 2015, at 4:00 p.m. prevailing Eastern Time**, as the voting deadline (the “Voting Deadline”) for the Plan. The Debtor may extend the Voting Deadline without further order of the Court to a date no later than three (3) business days before the Confirmation Hearing. To be counted as votes to accept or reject the Plan, all Ballots (with the exception of the Class A1 and A2 Master Ballots) must be properly executed, completed, and delivered by (a) first class mail; (b) courier; or (c) personal delivery so that they are actually received, in any case, no later than the Voting Deadline by the Debtor’s notice, claims, and solicitation agent, GCG, Inc. (the “Administrative Agent” or “GCG”). Class A1 and A2 Master Ballots must be properly executed, completed, and delivered by (a) first class mail; (b) courier; or (c) personal delivery so that they are actually received, in any case, no later than **March 16, 2015, at 4:00 p.m. prevailing Eastern Time** (the “Senior Notes Master Ballot Deadline”) by the Administrative Agent.

To be counted as votes, Ballots must be returned to the following address: Exide Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985, or, if by courier or overnight delivery service, Exide Balloting Center, c/o GCG, Inc., 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017.

C. Form, Content, and Manner of Notices

1. The Solicitation Package. The following materials shall constitute the solicitation package (the “Solicitation Package”):

a. the Notice of (A) Approval of Adequacy of Disclosure Statement, (B) Solicitation and Notice Procedures, (C) the Objection and Voting Deadlines, and (D) the Hearing to Confirm the Plan of Reorganization of Exide Technologies (the “Confirmation Hearing Notice”);

b. the appropriate Ballot(s) and applicable voting instructions, together with a pre-addressed, postage pre-paid return envelope;

c. the Disclosure Statement Order (without exhibits except for Exhibit 5 thereto);

d. a letter from the Creditors’ Committee in support of confirmation of the Plan; and

e. any supplemental solicitation materials the Debtor may file with the Court.

2. Distribution of the Solicitation Package.

Copies of the Disclosure Statement Order, the Disclosure Statement, and the Plan may be accessed through the Debtor’s restructuring information website,

<http://www.exidrestructuringinfo.com>. The applicable Ballots shall be sent in paper form along with a copy of the Confirmation Hearing Notice. Any Holder of a Claim or Interest may obtain a paper copy of the documents by: (a) writing to Exide Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985 or (b) calling the Debtor's restructuring hotline at (888) 985-9831 within the U.S. or Canada or, outside of the U.S. or Canada, (614) 763-6120. If the Debtor receives such a request for a paper copy of the documents, the Debtor will send a copy to the requesting party by overnight delivery at the Debtor's expense.³

The Debtor shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding Ballots) on (i) the Office of the United States Trustee; (ii) counsel to the agent under the debtor in possession financing; (iii) counsel to the indenture trustee for each of the Debtor's secured and unsecured outstanding bond issuances; (iv) counsel to the Unofficial Noteholder Committee; (v) counsel to the Creditors' Committee; (vi) the SEC; (vii) the Internal Revenue Service; (ix) the United States Attorney for the District of Delaware; and (x) all parties entitled to notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

In addition, the Debtor will mail, or cause to be mailed, the Solicitation Package with an appropriate Ballot to any of the Entities listed in subparagraphs a-i, to the extent they are a member of a Voting Class, below:

- a. For Classes A1 and A2, all Holders of the Senior Notes Claims as of the Senior Notes Voting Record Date;
- b. For Class B, all Holders of the Other Secured Claims as of the Voting Record Date;
- c. For Class D, all Holders of General Unsecured Claims as of the Voting Record Date;
- d. For Class E, all Holders of Subordinated Notes Claims, as of the Voting Record Date;
- e. For Class F, all Holders of Vernon Tort Claims, as of the Voting Record Date;
- f. All Entities who, on or before the Voting Record Date, have timely filed a Proof of Claim (or an untimely Proof of Claim which has been Allowed as timely by the Court under applicable law on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, or suspended prior to the Voting Record Date; and (ii) is not the subject of a pending objection; provided, however, that the Holder of a Claim that is the subject of a pending objection on a reduce and allow and/or reclassify

³ The Ballots are not available on the Debtor's restructuring website. Holders of Claims must contact the Administrative Agent directly by writing or by telephone in order to obtain a Ballot.

basis shall receive a Solicitation Package based on such Claim in the amount and/or the classification sought in the objection;

- g. all Entities listed in the Schedules as holding a noncontingent, liquidated, undisputed Claim as of the Voting Record Date, except to the extent that such Claim was paid, expunged, disallowed, disqualified, or suspended prior to the Voting Record Date;
- h. all Entities that hold Claims pursuant to an agreement or settlement with the Debtor executed prior to the Voting Record Date, as reflected in a document filed with the Court, in an order entered by the Court, or in a document executed by the Debtor pursuant to authority granted by the Court, regardless of whether a Proof of Claim has been filed; and
- i. with respect to any Entity described in subparagraphs a-h above who, on or before the Voting Record Date, has transferred such Entity's Claim to another Entity, to the assignee of such Claim in lieu of to the assigning Entity; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Administrative Agent's claims register, as may be modified by Notices of Transfer filed and reflected on the Court's official docket (ECF), at 11:59 p.m. (Eastern) on the Voting Record Date.

The Debtor and the Administrative Agent shall make every reasonable effort to ensure that Creditors who have more than one Claim in a single Class receive no more than one set of the Solicitation Package materials.

1. Form of Notice to Unclassified Claims, Classes Presumed to Accept the Plan, and Classes Deemed to Reject the Plan. Certain Holders of Claims or Interests that are not classified in accordance with 11 U.S.C. § 1123(a)(1) or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under 11 U.S.C. § 1126(f) will receive only: (a) the Confirmation Hearing Notice and (b) the *Non-Voting Status Notice With Respect to Unclassified Claims and Unimpaired Classes Presumed to Accept the Plan*, substantially in the form attached as **Exhibit 4-A** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). Certain Holders of Claims or Interests who are not entitled to vote because they are deemed to reject the Plan under 11 U.S.C. § 1126(g) will receive only: (a) the Confirmation Hearing Notice and (b) the *Non-Voting Status Notice With Respect to Classes Deemed to Reject the Plan*, substantially in the form attached as **Exhibit 4-B** to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

a. Executory Contracts and Unexpired Leases Notice. To ensure that counterparties to executory contracts and unexpired leases receive notice of assumption or rejection of their contract or lease pursuant to the Plan and the procedures for determining cure amounts with respect to executory contracts and unexpired leases that will be assumed pursuant

to the Plan, in the *Notice to Contract and Lease Parties*, substantially in the form attached as **Exhibit 4-C** to the Disclosure Statement Order (the “Executory Contract and Unexpired Lease Notice”), which will be served on all executory contract and unexpired lease counterparties, including parties listed on Schedule G of the Schedules, the Debtor shall provide notice of the following procedures:

- (1) Automatic Rejection: Pursuant to Article IX of the Plan, and except as provided for therein, the Debtor seeks authority to automatically reject certain executory contracts and unexpired leases as of the Effective Date, pursuant to Bankruptcy Code sections 365 and 1123. The Confirmation Hearing Notice shall also provide that the executory contracts and unexpired leases identified on the schedule of “Assumed Executory Contracts and Unexpired Leases,” contained in Exhibit 9.1 of the Plan, shall be assumed, or assumed and assigned, as applicable, in accordance with the terms of the Plan.
- (2) Reservation of Rights: Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtor may amend its decision with respect to the rejection of any Executory Contract or Unexpired Lease.
- (3) Claims Procedures Related to Rejection of Executory Contracts or Unexpired Leases: Unless otherwise provided by Court order, any proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Administrative Agent no later than 30 days after the later of the Effective Date or the effective date of rejection. Any proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtor or the Reorganized Debtor, without the need for any objection by the Reorganized Debtor or any further notice to or action, order, or approval of the Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims.
- (4) Assumption of Executory Contracts and Unexpired Leases. Upon the occurrence of the Effective Date, each Executory Contract or Unexpired Lease listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in Exhibit 9.1 of the Plan shall be assumed, or assumed and assigned, as applicable, and shall vest

in and be fully enforceable by the Reorganized Debtor or its assignee in accordance with its terms, except as modified by the provisions of the Plan or any order of the Court authorizing or providing for its assumption or applicable federal law. With respect to each such Executory Contract and Unexpired Lease listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in Exhibit 9.1, the Debtor shall have designated a proposed Cure, and the assumption of such Executory Contracts and Unexpired Leases may be conditioned upon the disposition of all issues with respect to such Cure. The Confirmation Order shall constitute an order of the Court approving any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

- (5) Cure Procedures and Payments Related To Assumption Of Executory Contracts And Unexpired Leases: With respect to each of the Executory Contracts or Unexpired Leases listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in Exhibit 9.1, the Debtor shall have designated a proposed Cure, and the assumption of such Executory Contract or Unexpired Lease shall be conditioned upon the disposition of all issues with respect to Cure. Such Cure may be negotiated prior to the notice of assumption of any such Executory Contract or Unexpired Lease. Such Cure shall be satisfied by the Debtor or its assignee, if any, by payment of the Cure in Cash within 30 days following the occurrence of the Effective Date, or as soon as reasonably practicable thereafter, or on such other terms as may be ordered by the Court or agreed upon by the parties to the applicable Executory Contract or Unexpired Lease without any further notice to or action, order, or approval of the Court. Any provisions or terms of the Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure, or by an agreed-upon waiver of Cure.
- (6) Cure Notice: Prior to the Confirmation Hearing and pursuant to the Assumption and Rejection Procedures, the Debtor shall file with the Court and serve upon counterparties to such Executory Contracts and Unexpired Leases a notice of the proposed assumption that will (i) list the applicable Cure, if any, (ii) describe the procedures for filing objections to the proposed assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease, (iii) describe the procedures for filing objections to the proposed Cure of the applicable Executory Contract or Unexpired Lease, and (iv) explain the process by which related disputes will be resolved by the Court. If no objection is timely received, (x) the non-Debtor party to the Assumed Contract shall be deemed to have consented to the

assumption of the applicable Executory Contract or Unexpired Lease and shall be forever barred from asserting any objection with regard to such assumption, and (y) the proposed Cure Amount shall be controlling, notwithstanding anything to the contrary in any applicable Executory Contract or Unexpired Lease or other document as of the date of the filing of the Plan, and the non-Debtor party to an applicable Executory Contract or Unexpired Lease shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating thereto against the Debtor or the Reorganized Debtor, or the property of any of them. All proposed Cure obligations must be reasonably acceptable to the Required Consenting Creditors and the Requisite Backstop Parties.

- (7) Cure Objections: If a proper and timely objection to the Cure Notice or proposed Cure was filed on or before fourteen (14) days after the applicable counterparties were served with Cure Notice (the “Cure Objection Deadline”), the Cure shall be equal to (i) the amount agreed to between the Debtor or Reorganized Debtor and the applicable counterparty, or, (ii) to the extent the Debtor or Reorganized Debtor and counterparty do not reach an agreement regarding any Cure or any other matter related to assumption, the Court shall determine the Allowed amount of such Cure and any related issues. Objections, if any, to the proposed assumption and/or Cure must be in writing, filed with the Court and served in hard-copy form so that they are actually received by the Cure Objection Deadline by the following parties: (collectively, the “Assumption and Rejection Notice Parties”): (i) counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. and J. Eric Ivester, Esq. and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. and Louis S. Chiappetta; (ii) co-counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705, Attn.: Laura Davis Jones; (iii) counsel to the Creditors’ Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; (iv) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (v) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton &

Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (vi) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (vii) any counterparty to the affected Executory Contract or Unexpired Lease and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- (8) If there is a dispute regarding such Cure, the ability of the Reorganized Debtor or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtor or the Reorganized Debtor, as applicable, reserves the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease is made.
- (9) Hearing with Respect to Objections: If an objection to the proposed assumption and/or to the Cure is timely filed and received in accordance with the Assumption and Rejection Procedures, and the parties do not reach a consensual resolution of such objection, a hearing with respect to such objection will be held at the Confirmation Hearing (or at any later hearing scheduled by the Debtor or the Reorganized Debtor). Objections to the proposed Cure Amount or assumption of an executory contract or unexpired lease will not be treated as objections to confirmation of the Plan.
- (10) Reservation of Rights: Notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtor may amend its decision with respect to the assumption of any Executory Contract or Unexpired Lease and provide a new notice amending the information provided in the applicable notice, subject to the Assumption and Rejection Procedures. In the case of an Executory Contract or Unexpired Lease designated for assumption that is the subject of a Cure Objection which has not been resolved prior to

the Effective Date, the Debtor may designate such Executory Contract or Unexpired Lease for rejection at any time prior to the payment of the Cure.

- (11) General Reservation of Rights: Neither the exclusion nor inclusion of any contract or lease on Exhibit 9.1 of the Plan, in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtor, or any of its Affiliates, has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor or the Reorganized Debtor, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

b. Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtor shall retain and may (but is not required to) enforce all rights to commence and pursue any and all Causes of Action that are not (a) released pursuant to Article 12.6 of the Plan or (b) GUC Trust Causes of Action, whether arising before or after the Petition Date, including any actions or categories of actions specifically enumerated in Exhibit 6.17, and such Causes of Action shall vest in the Reorganized Debtor as of the Effective Date. The Debtor or the Reorganized Debtor, in its sole and absolute discretion, shall determine whether to bring, settle, release, compromise, or enforce such Causes of Action (or decline to do any of the foregoing), and shall not be required to seek further approval of the Court for such action. The Reorganized Debtor or any successors may pursue such litigation claims in accordance with the best interests of the Reorganized Debtor or any successor holding such rights of action. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Causes of Action against them. The Debtor and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Court, the Reorganized Debtor expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of Confirmation or consummation of the Plan; provided, however, solely with respect to Avoidance Actions, only those Avoidance Actions specifically enumerated on Exhibit 6.17 shall vest in the Reorganized Debtor and only those Avoidance Actions specifically enumerated on Exhibit 7.3 shall vest in the GUC Trust, and all other Avoidance Actions shall be waived.

2. Publication of Confirmation Hearing Notice. In addition to the above, the Debtor shall, one time after the Disclosure Statement Hearing, publish the Confirmation Hearing Notice in the following publications in order to provide notification to those Entities who may not receive notice by mail: *The Wall Street Journal* (national), *The New York Times* (national

edition), *Atlanta-Journal Constitution*, *Los Angeles Times*, *Vernon Sun*, *West Covina Highlander* and *La Opinión* (in Spanish).

D. Voting and General Tabulation Procedures

1. Holders of Claims Entitled to Vote. Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

a. For Class A1 and Class A2, all Holders of Senior Notes Claims as of the Senior Notes Voting Record Date;

b. For Class B, all Holders of the Other Secured Claims as of the Voting Record Date;

c. For Class D, all Holders of General Unsecured Claims as of the Voting Record Date;

d. For Class E, all Holders of Subordinated Notes Claims, as of the Voting Record Date;

e. For Class F, all Holders of Vernon Tort Claims, as of the Voting Record Date;

f. all Entities that, on or before the Voting Record Date have timely filed a Proof of Claim (or an untimely Proof of Claim which has been Allowed as timely by the Court under applicable law on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, or suspended prior to the Voting Record Date; and (ii) is not the subject of a pending objection, or an objection filed no later than February 18, 2015 (the “Claims Objection Deadline”); provided, however, that the Holder of a Claim that is the subject of a pending objection on a reduce and allow and/or reclassify basis shall receive a Solicitation Package based on such Claim in the amount and/or the classification sought in the objection;

g. all Entities listed in the Schedules as holding a noncontingent, liquidated, undisputed Claim as of the Voting Record Date, except to the extent that such Claim was paid, expunged, disallowed, disqualified, suspended or superseded by a timely filed Proof of Claim (or an untimely Proof of Claim which has been Allowed as timely by the Court under applicable law on or before the Voting Record Date) prior to the Voting Record Date;

h. all Entities that hold Claims pursuant to an agreement or settlement with the Debtor executed prior to the Voting Record Date, as reflected in a document filed with the Court, in an order entered by the Court, or in a document executed by the Debtor pursuant to authority granted by the Court, regardless of whether a Proof of Claim has been filed; and

i. the assignee of any Claim described in subparagraphs a-h above in lieu of the assigning Entity; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

2. Allowance of Claims for Voting Purposes. A Holder of a claim not entitled to vote on the Plan pursuant to the procedures described above (each such claim, a “Disputed Claim”) shall be permitted to vote such claim (or to vote such claim in an amount other than the amount set forth in the Schedules) only if one of the following shall have occurred with respect to such claim at least five (5) Business Days prior to the Voting Deadline (the “Voting Resolution Event Deadline”): (a) an order is entered by the Court allowing such Disputed Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (b) a creditor files with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Disputed Claim in a different amount only for purposes of voting to accept to reject the Plan (a “Rule 3018(a) Motion”) that is ultimately approved by the Court after notice and a hearing; (c) a stipulation or other agreement is executed between the Holder of the Disputed Claim and the Debtor resolving such objection and allowing the Holder of such Disputed Claim to vote its Claim in an agreed upon amount; (d) a stipulation or other agreement is executed between the Holder of the Disputed Claim and the Debtor temporarily allowing the Holder of such Disputed Claim to vote its Claim in an agreed upon amount; or (e) the pending objection to the Disputed Claim is voluntarily withdrawn by the Debtor or overruled by the Court (each, a “Resolution Event”).

Rule 3018(a) Motions must (i) be made in writing, (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (iii) set forth the name of the party asserting the Rule 3018(a) Motion, (iv) state with particularity the legal and factual bases for the Rule 3018(a) Motion, (v) be set for hearing at the Confirmation Hearing and (vi) be served so as to be received by the Notice Parties no later than the Voting Resolution Event Deadline.

No later than two (2) Business Days after a Resolution Event, the Administrative Agent shall distribute a Ballot and a pre-addressed, postage pre-paid envelope to the relevant Holder of the Disputed Claim, which must be returned to the Administrative Agent by no later than the Voting Deadline (unless the Debtor extends the deadline in its sole discretion to facilitate a reasonable opportunity for such creditor to vote upon the Plan). If the Claim is objected to on a reduce and allow and/or reclassify basis, such Entity shall receive a Ballot and be entitled to vote such Claim in the amount and/or classification asserted by the Debtor. If an objection to a Disputed Claim was filed by the Debtor after the Voting Record Date but on or before the Claims Objection Deadline, the Ballot of the Holder of such Disputed Claim will not be counted absent a Resolution Event taking place prior to the Confirmation Hearing.

In the event that the Debtor and the Holder of the Disputed Claim are unable to resolve any issues raised by the Rule 3018(a) Motion prior to the Confirmation Hearing, (a) the Debtor may object to the Rule 3018(a) Motion at the Confirmation Hearing (without filing a written objection), (b) the Administrative Agent shall inform the Court at or prior to the Confirmation Hearing whether including such provisional Ballot would affect the outcome of the voting to accept or reject the Plan in the relevant class in which the provisional Ballot was cast and (c) the Court then shall determine whether the provisional Ballot should be counted as vote on the Plan.

3. Establishing Claim Amounts. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each Creditor’s vote:

a. the Claim amount settled and/or agreed upon by the Debtor, as reflected in a document filed with the Court, in an order entered by the Court, or in a document executed by the Debtor pursuant to authority granted by the Court;

b. if 3(a) does not apply, then in the Claim amount contained in a Proof of Claim that has been timely filed by the Bar Date (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date by Holders of Claims in Classes other than Class A in such timely filed Proofs of Claim; provided, however, that any Claim amount contained in a Proof of Claim asserted in a currency other than U.S. dollars shall be automatically converted to the equivalent U.S. dollar value using the exchange rate as of February 4, 2015 as quoted at 4:00 p.m. (EDT), mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal* (national edition); provided further, however, that Ballots cast by Holders who timely file a Proof of Claim in respect of a contingent claim or in a wholly-unliquidated or unknown amount that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as Ballots for Claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be allowed for voting purposes only in the liquidated amount; provided further, however, that the Holder of a Claim that is the subject of a pending objection and a reduce and allow and/or reclassify basis shall receive a Solicitation Package based on such Claim in the amount and/or the classification sought in said objection and, accordingly, Claims subject to an objection to expunge shall not be entitled to vote; provided further, however, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in Paragraph D.1 above, the Claim amount in the document filed with the Court shall supersede the Claim set forth on the respective Proof of Claim;

c. if 3(a) and 3(b), above, do not apply, then in the Claim amount listed in the Schedules; provided that such Claim is not scheduled as contingent, disputed, or unliquidated and has not been paid, and, accordingly, if a scheduled Claim as to which no timely Proof of Claim has been filed is wholly unliquidated or scheduled in a zero or unknown amount, then the Claim shall be Disallowed without the need for any objection by the Debtor or Reorganized Debtor or any further notice to or action, order, or approval of the Court; and

d. notwithstanding anything to the contrary contained herein, the Debtor proposes that any Creditor who has filed or purchased duplicate Claims be provided with only one copy of the materials in the Solicitation Package and one Ballot and be permitted to vote only a single Claim, regardless of whether the Debtor has objected to such duplicate Claims.

The Claim amount established herein shall control for voting purposes only, and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on Ballots by the Debtor through the Administrative Agent are not binding for purposes of allowance and distribution.

4. General Ballot Tabulation. The following voting procedures and standard assumptions shall be used in tabulating Ballots:

a. except as otherwise provided herein, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtor may, in its sole and absolute discretion, reject such Ballot as invalid and, therefore, decline to count it in connection with Confirmation;

b. the Administrative Agent will date-stamp all Ballots when received. The Administrative Agent shall retain the original Ballots and an electronic copy of the same for a period of one (1) year after the Effective Date, unless otherwise ordered by the Court;

c. the Administrative Agent will file with the Court prior to the Confirmation Hearing a signed declaration including a Voting Report. The Voting Report shall, among other things, delineate every irregular Ballot, including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking original signatures, lacking necessary information, received via facsimile or electronic mail, or damaged. The Voting Report shall indicate the Debtor's treatment of such irregular Ballots;

d. the method of delivery of Ballots to be sent to the Administrative Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Administrative Agent actually receives the original executed Ballot;

e. All Ballots must bear the original signature of the submitting party. Delivery of a Ballot to the Administrative Agent by facsimile, email, or any other electronic means will not be valid;

f. no Ballot should be sent to any of the Debtor, the Debtor's agents (other than the Administrative Agent), or the Debtor's financial or legal advisors, and if so sent will not be counted;

g. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot;

h. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtor may, in its discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes;

i. a person signing a Ballot in his or her capacity as a trustee, executor, administrator, guardian, attorney in fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity must indicate such capacity when signing and, if required or requested by the Administrative Agent, the Debtor, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder;

j. the Debtor, subject to contrary order of the Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers will be documented in the Voting Report;

k. neither the Debtor, GCG nor any agent of the Debtor will be under any duty to provide notification of defects or irregularities with respect to Ballots delivered to GCG, nor will any of them incur any liability for failure to provide such notification. Rather, the Debtor may either disregard defective Ballots with no further notice, or it may, at its sole discretion, direct GCG to attempt to have defective Ballots cured by contacting the submitting creditor;

l. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;

m. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted or rejected;

n. subject to any contrary order of the Court, the Debtor reserves the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtor, would not be in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules or these Solicitation Procedures; provided, however, that any such rejections will be documented in the Voting Report;

o. if a Claim has been estimated or otherwise Allowed for voting purposes only by an order of the Court, such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;

p. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;

q. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (1) any Ballot that is illegible or contains insufficient information to permit the identification of the Creditor; (2) any Ballot cast by an Entity that does not hold a Claim in a Voting Class; (3) any Ballot cast for a Claim scheduled as wholly unliquidated, contingent, or disputed for which no Proof of Claim was timely filed; (4) any unsigned Ballot lacking an original signature; (5) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; (6) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein; (7) any Ballot submitted by a voter who voted other claims in the same class differently; (8) any Ballot superseded by another timely valid Ballot; and (9) any non pre-validated Class A or Class E Beneficial Ballot submitted by the Beneficial Owner directly to the Administrative Agent; and

r. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtor.

E. Procedures for Tabulation of Ballots in Class A1 – Senior Notes Eligible Holder Claims.

Holders of Senior Notes Eligible Holder Claims in Class A1 who participate in the Rights Offering, the DIP/Second Lien Conversion Option, or the DIP Term Loan Refinancing are required to vote to ACCEPT the Plan. Therefore, each Holder of Class A1 Senior Notes Eligible Holder Claims that confirms its participation in the Rights Offering, the DIP/Second Lien Conversion Option, or the DIP Term Loan Refinancing, either on a Class A1 Master Ballot or by other means, must also instruct its DTC Participating Nominee to cast its vote to ACCEPT the Plan. If you abstain from voting or vote to reject the Plan, you will not be permitted to participate in the Rights Offering, the DIP/Second Lien Conversion Option, or the DIP Term Loan Refinancing.

F. Procedures for Voting and Tabulation of Ballots from Beneficial Owners

The Debtor or the Administrative Agent will transmit Solicitation Packages to Nominees (or their mailing agents) of Beneficial Owners of Class A Senior Notes Secured Claims or Class E Subordinated Notes Claims as of the Voting Record Date, or a mailing record date, as applicable. Nominees shall be provided with a sufficient quantity of Beneficial Owner ballots for distribution to their Beneficial Owners. The Nominees are authorized and required to forward Solicitation Packages or otherwise convey the information contained therein through customary means to the Beneficial Owners for voting, and may provide the Beneficial Owners with a return envelope addressed to the Nominee for the return of the Beneficial Owners' votes. Each Nominee (or its mailing agent) may distribute the Solicitation Packages to Beneficial Owners, as appropriate, in accordance with its customary practices. Nominees (or their mailing agents) are authorized to collect votes to accept or to reject the Plan from Beneficial Owners in accordance with their customary practices including the use of a "voting instruction form" in lieu of a beneficial ballot, and collecting votes from Beneficial Owners through online voting, by phone, facsimile or other electronic means. The Nominees will then return the Master Ballots reflecting the votes of the Beneficial Owners to the Voting Agent.

G. Third Party Release, Exculpation, and Injunction Language in Plan

The third party release, exculpation, and injunction language in Article XII of the Plan is included in the Disclosure Statement. You are advised to carefully review and consider the Plan, including the discharge, release, and injunction provisions set forth in Article XII of the Plan, as your rights may be affected.